

FAYETTE COUNTY LEGISLATIVE BODY
January 24, 2023

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session on January 24, 2023, at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee. Present and presiding was the County Mayor, Rhea Taylor. Also, present and presiding was the Sheriff, James R. “Bobby” Riles, Shana N. Burch, Fayette County Clerk, and the following County Commissioner’s: Terrye Canady, David Crislip, Tim Goodroe, Steve Laskoski, Terry Leggett, Win Moore, Jim Norton, Claude Oglesby, Tommy Perkins, Mike Reeves, Steve Reeves, Matt Rhea, Elizabeth Rice, Betty Salmon, Ray Seals, Robert Sills, Larry Watkins, David Webb, and Adrian Wiggins.

A quorum was declared with nineteen (19) Commissioner’s present and presiding.

Commissioner Betty Salmon gave the invocation.

The floor was open for non-agenda items. Mr. H. Ray Wilson a resident at 160 Brockford in Eads, TN. 38028, addressed the board and the County Attorney about the case pending against a resident in the Woodmont Subdivision. The incident took place on Juneteenth of 2021 and 2022. Mr. Rosser the County Attorney stated that it was about to be settled and that was all that could be said. Mr. Wilson asked had both cases been withdrawn from the court and Mr. Rosser stated no they were both still in court but about to be settled.

Next on the agenda was the approval of the November 22, 2022, minutes. Commissioner Laskoski requested that a couple of corrections be made on page 23. With the corrections being made, Commissioner Norton made the motion of approval. The motion was seconded by Commissioner Mike Reeves and passed unanimously.

Commissioner Norton made the motion to approve the following as notaries: Michele L. Barker, Julie C. Bartholomew, Cynthia M. Bullard, Elaine R. Carpenter, Carla Gray, Autumn Morrison, Amber Dawn Reeves, Kayla B. Sexton, Heather Skelton, Stacie M. Spray, Lisa Trotter, Angie B. Wilson, and Barbara A.

Wright. The motion was seconded by Commissioner Watkins and passed unanimously.

Next on the agenda was the delinquent tax attorney, Mr. Bill Rhea. He was recommended by the Trustee into which the chairman agreed with, to serve as the delinquent tax attorney. In the packet was a request for a ten percent (10%) fee that will be added onto the tax bill, that will be his fee for his work. Commissioner Leggett made the motion for approval. The motion was seconded by Commissioner Steve Reeves and passed unanimously.



Fayette County Government

Charles A. McNab / County Trustee

DATE: January 1, 2023

TO: Rhea Taylor, Fayette County Mayor

RE: Delinquent Tax Attorney

Please be advised that I have appointed Bill Rhea of Matthews & Rhea, PLLC Law Firm of Somerville, TN as our Fayette County Delinquent Tax/Bankruptcy Attorney. He is to collect the delinquent property taxes turned over to the Chancery Court, and assist in filing Bankruptcy claims for the Trustee, and Clerk & Master.

I request the fee remain at 10% of the base amount of the delinquent property taxes collected by the attorney.

Sincerely,

Charles A. McNab,
Fayette County Trustee

Next on the agenda was the jail disciplinary review board request. This was sent from the Criminal Justice and Public Safety Committee and reviewed by the Sheriff. Commissioner Leggett made the motion for approval. The motion was seconded by Commissioner Rice and approved unanimously.

Sheriff Bobby Riles

From: Chief Frances Turner
Sent: Friday, January 6, 2023 1:47 PM
To: Sheriff Bobby Riles
Subject: Disciplinary Board request

Good afternoon Sheriff,

Per our discussion of the disciplinary board here are the following names for submission.

Miss Katherine Allen
Sgt. Michael Presson
Lt. Ross Wharton
Capt. Dale Phillips
Capt. James Bailey
Chief Frances Turner

Thank you,

Chief Frances Turner
*Jail Administrator
Fayette County Sheriff's Office
705 Justice Drive
Somerville, Tennessee 38068
Office: 901-466-3926
Fax: 901-466-3952*



The Chairman stated that every year in January a county attorney must be appointed for one (1) year. The private act was added to the packet.

ADMINISTRATION

COUNTY ATTORNEY

PRIVATE ACTS OF 1947

CHAPTER 55

SECTION 1. That the office of County Attorney is hereby created in all Counties of the State of Tennessee having a population of not less than 30,300 nor more than 30,400, according to the Federal Census of 1940 or any subsequent Federal Census. The County Attorney shall be elected by the Quarterly County Court of such Counties at each regular January session of said Quarterly County Court following the effective date of this Act and shall serve for a term of one (1) year or until his successor is elected and qualified. In the event of a vacancy in said office of County Attorney, the same shall be filled by the Quarterly County Court.

SECTION 2. That such County Attorney shall be a resident citizen of the County for which he is elected and shall be licensed to practice law in the State of Tennessee.

SECTION 3. That it shall be the duty of such County Attorney to advise with the County Chairman and all other County officials upon legal matters pertaining to their respective offices, and shall prepare and render written legal opinions to all County Officials pertaining to the performance of their official duties. He shall give legal advice to the County Chairman and to the Quarterly County Court in regard to the issuance and sale of County bonds and shall execute and prepare all necessary legal papers pertaining thereto when requested to do so by the County Chairman or by the Quarterly County Court.

SECTION 4. That upon an election of the County Attorney by the Quarterly County Court, the said Quarterly County Court shall fix his compensation on an annual basis, but which shall be payable on a monthly basis payable on the first day of each month out of the general funds of the County upon a warrant drawn by the County Chairman upon the County Trustee.

SECTION 5. That in the event the County Attorney is called upon to represent the County in any extra or special matters or litigation not mentioned or referred to in this Act, he shall be entitled to additional compensation, being within the discretion of the Quarterly County Court of such counties.

SECTION 6. That all laws and parts of laws in conflict with this Act be and the same are hereby repealed.

SECTION 7. That all prior appropriations of the Quarterly County Court of such Counties heretofore made for compensation of County Attorneys are hereby ratified and confirmed and said appropriations are declared to have and possess the same validity and effect as though the said Courts were legally authorized to do so in the first instance.

SECTION 8. That this Act take effect from and after its passage, the public welfare requiring it.

Passed: January 20, 1947.

The chairman opened the floor up for nominations. Commissioner Oglesby made the motion for nominations to cease, and Mr. Rosser be elected by acclamation. The motion was seconded by Commissioner Rice. Commissioner Leggett asked for discussion about the private act that was included in the

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Fayette County Executive
 Summary Financial Statement
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101	General	Account	Description	Year-To-Date		Month-To-Date		% of Budget	Estimate Avg/Mth	Actual	% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Actual				
42392			Victims Assistance Assessments	1,158.25	(2,575.75)	96.52	(472.50)	222.38%	96.52	(472.50)	489.53%
42410			Fines	1,000.00	0.00	83.33	0.00	0.00%	83.33	0.00	0.00%
42420			Officers Costs	2,000.00	(419.90)	166.67	(77.90)	21.00%	166.67	(77.90)	46.74%
42520			Officers Costs	2,000.00	(1,068.75)	166.67	(152.00)	53.44%	166.67	(152.00)	91.20%
42530			Data Entry Fee - Chancery Court	4,000.00	(2,101.55)	333.33	(301.55)	52.54%	333.33	(301.55)	90.47%
42990			Other Fines, Forfeitures, And Penalties	0.00	(21,660.00)	0.00	0.00	0.00%	0.00	0.00	0.00%
43102			Other Employee Benefit	157,700.00	(157,700.00)	13,141.67	0.00	100.00%	13,141.67	0.00	0.00%
43107			Residential Waste Collection Charge	10,000.00	(5,150.00)	833.33	(800.00)	51.50%	833.33	(800.00)	96.00%
43120			Patient Charges	1,950,000.00	(933,347.35)	162,500.00	(182,996.66)	47.86%	162,500.00	(182,996.66)	112.61%
43310			Airport Fees	115,000.00	(45,522.00)	9,583.33	(8,328.00)	39.58%	9,583.33	(8,328.00)	86.90%
43360			Library Fees	10,000.00	(3,747.93)	833.33	(597.84)	37.48%	833.33	(597.84)	71.74%
43365			Archives And Records Management	17,000.00	(9,906.81)	1,416.67	(1,501.17)	58.28%	1,416.67	(1,501.17)	105.96%
43370			Telephone Commissions	55,000.00	(20,119.41)	4,583.33	(3,388.76)	36.58%	4,583.33	(3,388.76)	73.94%
43383			Additional Fees - Titling and	0.00	(14,764.00)	0.00	0.00	0.00%	0.00	0.00	0.00%
43392			Data Processing Fee -Register	15,000.00	(7,424.00)	1,250.00	(2,460.00)	49.49%	1,250.00	(2,460.00)	103.68%
43394			Data Processing Fee - Sheriff	2,000.00	(1,032.18)	166.67	(141.79)	51.61%	166.67	(141.79)	85.07%
43395			Sexual Offender Registration Fee-	6,000.00	(1,650.00)	500.00	0.00	27.50%	500.00	0.00	0.00%
43396			Data Processing Fee - County Clerk	2,500.00	(1,647.00)	208.33	(255.00)	65.88%	208.33	(255.00)	122.40%
43399			Vehicle Insurance Coverage and	0.00	(1,518.09)	0.00	(390.00)	0.00%	0.00	(390.00)	0.00%
43990			Other Charges For Services	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
44120			Lease/Rentals	12,400.00	(34,902.00)	1,033.33	(7,500.00)	281.47%	1,033.33	(7,500.00)	725.81%
44130			Sale Of Materials And Supplies	0.00	(117.70)	0.00	0.00	0.00%	0.00	0.00	0.00%
44131			Commissary Sales	15,000.00	(3,498.14)	1,250.00	(634.89)	23.32%	1,250.00	(634.89)	50.79%
44135			Sale Of Gasoline	237,500.00	(190,458.39)	19,791.67	(20,696.28)	80.19%	19,791.67	(20,696.28)	104.57%
44161			Cobra Insurance Payments	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
44170			Miscellaneous Refunds	9,264.00	(226,081.38)	772.00	(211,376.76)	2,440.43%	772.00	(211,376.76)	27,380.41%
44530			Sale Of Equipment	31,041.00	(31,341.00)	2,586.75	0.00	100.97%	2,586.75	0.00	0.00%
44540			Sale Of Property	0.00	(2,417.34)	0.00	0.00	0.00%	0.00	0.00	0.00%
45510			County Clerk	500,000.00	(221,518.29)	41,666.67	(36,608.35)	44.30%	41,666.67	(36,608.35)	87.86%
45520			Circuit Court Clerk	110,000.00	(35,913.13)	9,166.67	(5,087.83)	32.65%	9,166.67	(5,087.83)	55.50%
45540			General Sessions Court Clerk	240,000.00	(88,365.89)	20,000.00	(19,678.55)	36.82%	20,000.00	(19,678.55)	98.39%
45550			Clerk And Master	140,000.00	(65,544.99)	11,666.67	(8,585.95)	46.82%	11,666.67	(8,585.95)	73.59%
45560			Juvenile Court Clerk	25,000.00	(10,521.74)	2,083.33	(3,129.40)	42.09%	2,083.33	(3,129.40)	150.21%
45580			Register	400,000.00	(129,298.91)	33,333.33	(21,733.48)	32.32%	33,333.33	(21,733.48)	65.20%
45590			Sheriff	20,000.00	(10,432.81)	1,666.67	(1,582.95)	52.16%	1,666.67	(1,582.95)	94.98%
45610			Trustee	700,000.00	(381,035.28)	58,333.33	(202,374.73)	54.43%	58,333.33	(202,374.73)	346.93%
46120			Airport Maintenance Program	39,893.45	(60,414.89)	3,244.45	(23,333.06)	151.44%	3,244.45	(23,333.06)	701.86%
46210			Law Enforcement Training Programs	49,600.00	0.00	4,133.33	0.00	0.00%	4,133.33	0.00	0.00%
46290			Other Public Safety Grants	45,800.00	(16,104.54)	3,816.67	(16,104.54)	35.16%	3,816.67	(16,104.54)	421.95%

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Fayette County Executive
 Summary Financial Statement
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Account	Description	Budget Estimate	Year-To-Date		Estimate Avg/Mth	Month-To-Date	
			Actual	% of Budget		Actual	% of Avg
46310	Health Department Programs	52,300.00	0.00	0.00%	4,358.33	0.00	0.00%
46390	Other Health And Welfare Grants	0.00	(22,880.53)	0.00%	0.00	(4,932.82)	0.00%
46430	Litter Program	51,600.00	(25,595.85)	49.60%	4,300.00	(14,004.47)	325.69%
46830	Beer Tax	18,000.00	0.00	0.00%	1,500.00	0.00	0.00%
46835	Vehicle Certificate Of Title Fees	12,000.00	(13,120.95)	109.34%	1,000.00	(729.35)	72.94%
46840	Alcoholic Beverage Tax	100,000.00	(78,139.94)	78.14%	8,333.33	(2,566.38)	30.80%
46845	Opioid Settlement Funds	0.00	(61,088.91)	0.00%	0.00	0.00	0.00%
46851	State Revenue Sharing - T.V.A.	977,611.00	(278,828.63)	28.52%	81,467.58	0.00	0.00%
46852	State Revenue Sharing -	0.00	(4.49)	0.00%	0.00	(4.49)	0.00%
46855	State Shared Sports Gaming Privilege	20,000.00	(14,526.20)	72.63%	1,666.67	0.00	0.00%
46890	Prisoner Transportation	3,000.00	(5,129.55)	170.99%	250.00	0.00	0.00%
46915	Contracted Prisoner Board	200,000.00	(82,328.00)	41.16%	16,666.67	(30,955.00)	185.73%
46960	Registrar's Salary Supplement	15,164.00	(3,791.00)	25.00%	1,263.67	0.00	0.00%
46980	Other State Grants	70,000.00	0.00	0.00%	5,833.33	0.00	0.00%
46990	Other State Revenues	25,000.00	(33,434.12)	133.74%	2,083.33	(791.33)	37.98%
47220	Civil Defense Reimbursement	52,000.00	0.00	0.00%	4,333.33	0.00	0.00%
47250	Law Enforcement Through State	0.00	0.00	0.00%	0.00	0.00	0.00%
47590	Asset Forfeiture Funds	24,156.00	(1,105.65)	0.00%	2,013.00	0.00	0.00%
47700	American Rescue Plan Act Grant #6	0.00	0.00	0.00%	0.00	0.00	0.00%
47990	Other Direct Federal Revenue	0.00	(15,549.74)	0.00%	0.00	0.00	0.00%
48110	Prisoner Board	70,000.00	(16,762.00)	23.95%	5,833.33	0.00	0.00%
48130	Contributions	110,000.00	(15,888.13)	14.44%	9,166.67	(824.58)	9.00%
48140	Contracted Services	25,000.00	(8,107.01)	32.43%	2,083.33	(1,332.04)	63.94%
48610	Donations	22,000.00	(88,690.84)	312.23%	1,833.33	0.00	0.00%
Total Revenues		22,534,659.70	(12,471,202.66)	55.34%	1,877,888.31	(7,241,592.81)	385.62%
Expenditures							
51100	County Commission	(103,760.00)	41,827.58	40.31%	(9,646.67)	9,101.39	105.26%
51220	Beer Board	(990.00)	0.00	0.00%	(82.50)	0.00	0.00%
51300	County Mayor/Executive	(251,095.00)	52,285.98	20.82%	(20,924.58)	12,582.74	60.13%
51310	Personnel Office	(107,994.00)	43,590.87	40.59%	(8,949.50)	9,042.14	101.01%
51400	County Attorney	(86,044.00)	38,768.41	45.06%	(7,170.33)	9,637.32	134.41%
51500	Election Commission	(419,645.00)	204,742.40	48.79%	(34,970.42)	34,565.45	98.84%
51600	Register Of Deeds	(233,372.00)	104,222.00	44.66%	(19,447.67)	25,632.41	131.80%
51710	Development	(303,339.00)	138,899.37	45.79%	(25,278.25)	20,621.01	81.58%
51730	Building	(165,201.00)	71,211.87	43.11%	(13,766.75)	17,802.90	129.32%
51800	County Buildings	(299,402.00)	100,926.22	33.71%	(24,950.17)	15,748.53	63.12%
51810	Other Facilities	(6,800.00)	1,134.95	16.69%	(566.67)	0.00	0.00%

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Fayette County Executive
Summary Financial Statement
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Account	Description	Year-To-Date		Month-To-Date		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
101	General					
51900	Other General Administration	(79,072.00)	43,768.66	(6,589.33)	0.00	0.00%
51910	Preservation Of Records	(10,000.00)	1,463.96	(833.33)	0.00	0.00%
52100	Accounting And Budgeting	(178,720.00)	70,182.20	(14,893.33)	11,797.25	79.21%
52300	Property Assessor's Office	(390,996.00)	141,460.36	(32,583.00)	36,029.45	110.58%
52310	Reappraisal Program	(43,600.00)	8,325.00	(3,633.33)	1,665.00	45.83%
52400	County Trustee's Office	(283,598.00)	149,206.36	(23,633.17)	26,656.60	112.79%
52500	County Clerk's Office	(404,855.00)	191,561.02	(33,737.92)	40,688.93	120.60%
53100	Circuit Court	(223,272.00)	102,025.84	(18,606.00)	21,004.63	112.89%
53300	General Sessions Court	(200,095.00)	92,170.91	(16,674.58)	21,891.68	131.29%
53310	General Sessions Judge	(255,547.00)	108,413.75	(21,295.58)	28,701.92	134.78%
53320	General Sessions Court Clerk	(119,877.00)	51,397.00	(9,989.75)	12,679.72	126.93%
53330	Drug Court	(70,000.00)	(46.50)	(5,833.33)	46.50	0.80%
53400	Chancery Court	(266,668.00)	120,862.66	(22,222.33)	25,924.69	116.66%
53500	Juvenile Court	(60,572.00)	24,787.73	(5,047.67)	5,995.77	118.78%
53930	Victim Assistance Programs	(5,522.50)	0.00	(460.21)	0.00	0.00%
54110	Sheriff's Department	(4,370,696.00)	2,064,326.19	(364,224.67)	425,439.11	116.81%
54150	Drug Enforcement	(474,306.00)	164,415.92	(39,525.50)	42,131.16	106.59%
54210	Jail	(4,779,049.00)	1,962,793.15	(398,254.08)	352,606.05	88.54%
54310	Fire Prevention And Control	(1,208,621.00)	570,325.18	(100,718.42)	79,116.73	78.55%
54410	Civil Defense (EMA)	(281,198.00)	131,974.46	(23,433.17)	26,486.74	113.03%
54420	Rescue Squad	(6,000.00)	0.00	(500.00)	0.00	0.00%
54490	Other Emergency Management	(10,000.00)	2,249.27	(833.33)	1,810.61	217.27%
54510	Inspection And Regulation	(25,000.00)	0.00	(2,083.33)	0.00	0.00%
54610	County Coroner/Medical Examiner	(58,800.00)	22,966.00	(4,900.00)	16,800.00	342.86%
54900	Other Public Safety (Sheriff's Shop)	(207,508.00)	63,024.43	(17,292.33)	12,140.38	70.21%
55110	Local Health Center	(61,274.00)	23,082.93	(5,106.17)	3,532.60	69.18%
55120	Rabies And Animal Control	(106,204.00)	33,099.07	(8,850.33)	6,163.38	69.64%
55130	Ambulance/Emergency Medical	(3,444,972.00)	1,702,997.78	(287,081.00)	382,129.44	133.11%
55160	Dental Health Program	(52,300.00)	22,194.40	(4,358.33)	4,968.41	114.00%
55170	Alcohol And Drug Programs	(7,200.00)	7,200.00	(600.00)	0.00	0.00%
55180	Crippled Children Services	(2,216.00)	0.00	(184.67)	0.00	0.00%
55390	Appropriation To State	(24,971.00)	0.00	(2,080.92)	0.00	0.00%
55520	Aid To Dependent Children	(2,750.00)	0.00	(229.17)	0.00	0.00%
55720	Sanitation Education/Information	(119,780.00)	33,280.97	(9,981.67)	7,268.76	72.82%
56500	Libraries	(284,534.00)	121,367.69	(23,711.17)	24,336.52	102.64%
57100	Agricultural Extension Service	(140,286.00)	110,089.48	(10,690.50)	3,626.03	31.02%
57500	Soil Conservation	(102,369.00)	38,808.77	(8,530.75)	9,120.84	106.92%
58120	Industrial Development	(1,730.00)	20.46	(144.17)	0.00	0.00%
58220	Airport	(559,619.00)	402,508.30	(46,634.92)	45,525.41	97.62%

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Fayette County Executive
 Summary Financial Statement
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Account	Description	Budget Estimate	Year-To-Date		% of Budget	Estimate Avg/Mth	Month-To-Date		% of Avg
			Actual	% of Budget			Actual	% of Avg	
101 General									
58300	Veteran's Services	(37,379.00)	7,610.33	20.36%	(3,114.92)	1,707.76	54.83%		
58400	Other Charges	(566,237.00)	326,522.34	57.67%	(47,186.42)	128,866.69	273.10%		
58500	Contributions To Other Agencies	(58,424.00)	0.00	0.00%	(4,868.67)	0.00	0.00%		
58600	Employee Benefits	(2,010,228.00)	881,145.34	43.83%	(167,519.00)	124,061.47	74.06%		
58802	COVID-19 Grant #2	(27,256.26)	13,319.47	48.87%	(2,271.36)	938.82	41.33%		
58900	Miscellaneous	(43,000.00)	8,073.26	18.78%	(3,583.33)	(63.60)	-1.77%		
99100	Transfers Out	(483,000.00)	0.00	0.00%	(40,250.00)	0.00	0.00%		
Total	Total Expenditures	(24,126,343.76)	10,616,573.79	44.00%	(2,010,528.65)	2,086,529.34	103.78%		
101 General		(1,591,684.06)	(1,854,628.87)	-116.52%	(132,640.34)	(5,155,063.47)	-		

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Account	Description	Year-To-Date		Month-To-Date		% of Avg
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	
116	Solid Waste/Sanitation					
Revenues						
40330	Wholesale Beer Tax	75,000.00	(25,153.25)	33.54%	6,250.00	779.99
41140	Cable TV Franchise	160,000.00	(93,324.30)	58.33%	13,333.33	0.00
43114	Solid Waste Disposal Fee	715,000.00	(304,852.15)	42.64%	59,583.33	(64,356.65)
43116	Surcharge-Waste Tire Disposal	21,000.00	(10,324.53)	49.16%	1,750.00	0.00
44110	Investment Income	150,000.00	(107,465.94)	71.64%	12,500.00	(36,006.67)
44120	Lease/Rentals	2,715.00	0.00	0.00%	226.25	0.00
44145	Sale Of Recycled Materials	120,000.00	(68,645.45)	57.20%	10,000.00	(10,169.05)
44170	Miscellaneous Refunds	10,000.00	(5,574.63)	55.75%	833.33	0.00
46820	Income Tax	0.00	0.00	0.00%	0.00	0.00
	Total Revenues	1,253,715.00	(615,340.25)	49.08%	104,476.25	(109,752.38)
Expenditures						
55732	Convenience Centers	(520,000.00)	210,255.20	40.43%	(43,333.33)	45,676.07
55754	Landfill Operation And Maintenance	(798,737.00)	438,123.81	54.85%	(66,561.42)	78,924.09
	Total Expenditures	(1,318,737.00)	648,379.01	49.17%	(109,894.75)	124,600.16
Total 116	Solid Waste/Sanitation	(65,022.00)	33,038.76	50.81%	(5,418.50)	14,847.78
						274.02%

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Account	Description	Budget Estimate	Year-To-Date		Estimate Avg/Mth	Month-To-Date	
			Actual	% of Budget		Actual	% of Avg
Revenues							
42140	Drug Control Fines	10,000.00	(724.37)	7.24%	833.33	(116.37)	13.96%
42340	Drug Control Fines	5,000.00	(2,925.05)	58.50%	416.67	(455.05)	109.21%
42910	Proceeds From Confiscated Property	30,000.00	0.00	0.00%	2,500.00	0.00	0.00%
44170	Miscellaneous Refunds	0.00	(10,458.44)	0.00%	0.00	0.00	0.00%
47700	Asset Forfeiture Funds	25,000.00	(7,340.52)	29.36%	2,083.33	0.00	0.00%
	Total Revenues	70,000.00	(21,448.38)	30.64%	5,833.33	(571.42)	9.80%
Expenditures							
54150	Drug Enforcement	(127,735.00)	36,782.34	28.80%	(10,644.58)	8,746.76	82.17%
54900	Other Public Safety (Sheriff's Shop)	0.00	15,440.00	0.00%	0.00	0.00	0.00%
	Total Expenditures	(127,735.00)	52,222.34	40.88%	(10,644.58)	8,746.76	82.17%
Total 122	Drug Control	(57,735.00)	30,773.96	53.30%	(4,811.25)	8,175.34	169.92%

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Account	Description	Year-To-Date		Month-To-Date		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
125	Adequate Facilities/Development Tax					
Revenues						
40285	Adequate Facilities/Development Tax	900,000.00	(380,548.00)	75,000.00	(65,592.00)	87.46%
	Total Revenues	900,000.00	(380,548.00)	75,000.00	(65,592.00)	87.46%
Expenditures						
58400	Other Charges	(20,000.00)	3,805.48	(1,666.67)	655.92	39.36%
99100	Transfers Out	(980,000.00)	0.00	(81,666.67)	0.00	0.00%
	Total Expenditures	(1,000,000.00)	3,805.48	(83,333.33)	655.92	0.79%
Total 125	Adequate Facilities/Development Tax	(100,000.00)	(376,742.52)	(8,333.33)	(64,936.08)	-779.23%

151	General Debt Service	Account	Description	Budget Estimate	Year-To-Date		% of Budget	Estimate Avg/Mth	Month-To-Date		% of Avg
					Actual				Actual		
Revenues											
40210			Local Option Sales Tax	158,190.00	(71,216.08)		45.02%	13,182.50	0.00	0.00%	
40240			Wheel Tax	2,100,000.00	(927,338.01)		44.16%	175,000.00	(160,733.62)	91.85%	
40285			Adequate Facilities/Development Tax	588,000.00	0.00		0.00%	49,000.00	0.00	0.00%	
48130			Contributions	368,960.00	(35,430.00)		9.60%	30,746.67	0.00	0.00%	
			Total Revenues	3,215,150.00	(1,033,984.09)		32.16%	267,929.17	(160,733.62)	59.99%	
Expenditures											
82110			General Government	(955,000.00)	0.00		0.00%	(79,583.33)	0.00	0.00%	
82130			Education	(1,275,000.00)	0.00		0.00%	(106,250.00)	0.00	0.00%	
82210			General Government	(193,340.00)	96,670.00		50.00%	(16,111.67)	0.00	0.00%	
82230			Education	(299,355.00)	149,677.50		50.00%	(24,946.25)	0.00	0.00%	
82310			General Government	(35,000.00)	12,777.98		36.51%	(2,916.67)	1,607.34	55.11%	
82330			Education	(2,500.00)	0.00		0.00%	(208.33)	0.00	0.00%	
			Total Expenditures	(2,760,195.00)	259,125.48		9.39%	(230,016.25)	1,607.34	0.70%	
Total	151	General Debt Service		454,955.00	(774,858.61)		170.32%	37,912.92	(159,126.28)	419.72%	

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171	Account	Description	Year-To-Date		Month-To-Date		% of Avg	
			Budget Estimate	Actual	Estimate Avg/Mth	Actual		
Revenues								
46120	Airport Maintenance Program		75,000.00	(30,500.00)		6,250.00	0.00	0.00%
48130	Contributions		0.00	0.00		0.00	0.00	0.00%
49800	Transfers In		483,000.00	0.00		40,250.00	0.00	0.00%
	Total Revenues		558,000.00	(30,500.00)		46,500.00	0.00	0.00%
Expenditures								
51810	Other Facilities		(3,040,000.00)	916,068.28		(253,333.33)	65,892.00	26.01%
54110	Sheriff's Department		(702,198.00)	501,778.43		(58,516.50)	20.50	0.04%
54310	Fire Prevention And Control		(550,000.00)	65,395.01		(45,833.33)	6,711.00	14.64%
54410	Civil Defense (EMA)		(13,160.00)	0.00		(1,096.67)	0.00	0.00%
58220	Airport		(75,000.00)	0.00		(6,250.00)	0.00	0.00%
91140	Public Health And Welfare Projects		(865,000.00)	2,300.00		(72,083.33)	0.00	0.00%
	Total Expenditures		(5,245,358.00)	1,485,541.72		(437,113.17)	72,623.50	16.61%
Total	171	General Capital Projects	(4,687,358.00)	1,455,041.72		(390,613.17)	72,623.50	18.59%

Account	Description	Year-To-Date		Month-To-Date		% of Avg	
		Budget Estimate	Actual	Estimate Avg/Mth	Actual		
141	General Purpose School						
Revenues							
40110	Current Property Tax	4,206,395.00	(2,618,752.72)	62.26%	350,532.92	(2,017,479.70)	575.55%
40120	Trustee's Collections - Prior Year	115,000.00	(38,222.80)	33.24%	9,583.33	(7,766.77)	81.04%
40130	Clk/Clk & Master Collections-Pr Yr	91,000.00	(24,962.48)	27.43%	7,583.33	(2,147.94)	28.32%
40140	Interest And Penalty	24,000.00	(4,345.94)	18.11%	2,000.00	(1,084.03)	54.20%
40150	Pick-Up Taxes	0.00	(1,831.22)	0.00%	0.00	(1,016.07)	0.00%
40162	Payments In Lieu Of Taxes-Local	3,500.00	0.00	0.00%	291.67	0.00	0.00%
40163	Payments In Lieu Of Taxes - Other	27,000.00	(4,803.99)	17.79%	2,250.00	(4,803.99)	213.51%
40210	Local Option Sales Tax	6,109,860.00	(3,024,289.17)	49.50%	509,155.00	(587,172.91)	115.32%
40275	Mixed Drink Tax	8,000.00	(9,274.25)	115.93%	666.67	(1,657.55)	248.63%
40350	Interstate Telecommunications Tax	2,000.00	0.00	0.00%	166.67	0.00	0.00%
41110	Marriage Licenses	2,750.00	(1,879.30)	68.34%	229.17	(249.70)	108.96%
43990	Other Charges For Services	0.00	(14.65)	0.00%	0.00	(14.65)	0.00%
44120	Lease/Rentals	12,000.00	(6,800.00)	56.67%	1,000.00	(1,000.00)	100.00%
44145	Sale Of Recycled Materials	0.00	(1,500.00)	0.00%	0.00	0.00	0.00%
44170	Miscellaneous Refunds	0.00	(16,307.70)	0.00%	0.00	(3,887.57)	0.00%
44570	Contributions & Gifts	0.00	(7,075.00)	0.00%	0.00	0.00	0.00%
44590	Other Local Revenues	0.00	0.00	0.00%	0.00	0.00	0.00%
44990	Other Local Revenues	15,052.00	(137.00)	0.91%	1,254.33	0.00	0.00%
46511	Basic Education Program	17,138,000.00	(8,639,276.24)	50.41%	1,428,166.67	(1,731,594.06)	121.25%
46515	Early Childhood Education	656,702.00	(181,026.58)	27.57%	54,725.17	0.00	0.00%
46590	Other State Education Funds	642,253.00	(114,164.01)	17.78%	53,521.08	(20,360.60)	38.04%
46610	Career Ladder Program	47,673.00	(20,718.32)	43.46%	3,972.75	0.00	0.00%
49700	Insurance Recovery	0.00	(33,438.42)	0.00%	0.00	(10,874.59)	0.00%
49800	Transfers In	405,816.00	(38,150.53)	9.40%	33,818.00	236,481.77	-699.28%
Total Revenues		29,507,001.00	(14,786,970.32)	50.11%	2,458,916.75	(4,154,628.36)	168.96%
Expenditures							
71100	Regular Instruction Program	(12,642,460.00)	5,590,127.51	44.22%	(1,053,538.33)	866,173.00	82.22%
71200	Special Education Program	(2,440,789.00)	1,069,151.52	43.80%	(203,399.08)	206,891.39	101.72%
71300	Career and Technical Education	(700,181.00)	258,114.81	36.86%	(58,348.42)	89,572.72	153.51%
72110	Attendance	(226,845.00)	63,270.82	27.89%	(18,903.75)	9,224.51	48.80%
72120	Health Services	(444,849.00)	185,552.58	41.71%	(37,070.75)	36,565.69	98.64%
72130	Other Student Support	(1,739,877.00)	796,888.08	45.80%	(144,989.75)	140,049.34	96.59%
72210	Regular Instruction Program	(866,008.00)	356,253.41	41.14%	(72,167.33)	66,504.09	92.15%
72220	Special Education Program	(293,795.00)	114,958.17	39.13%	(24,482.92)	22,894.77	93.51%
72230	Career and Technical Education	(202,761.00)	84,829.32	41.84%	(16,896.75)	16,483.62	97.55%
72250	Education of Technology	(514,875.00)	291,549.11	56.63%	(42,906.25)	44,207.06	103.03%
72310	Board Of Education	(787,807.00)	384,302.57	48.78%	(65,650.58)	57,374.58	87.39%

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Account	Description	Budget Estimate	Year-To-Date		% of Budget	Estimate Avg/Mth	Month-To-Date		% of Avg
			Actual	% of Budget			Actual	% of Avg	
141	General Purpose School								
72320	Director Of Schools	(440,100.00)	213,965.71	48.62%	(36,675.00)	36,009.24	98.18%		
72410	Office Of The Pnicipal	(1,916,724.00)	820,272.85	42.80%	(159,727.00)	169,051.17	105.84%		
72510	Fiscal Services	(358,136.00)	183,560.55	51.25%	(29,844.67)	28,877.19	96.76%		
72520	Human Services/Personnel	(192,611.00)	97,380.90	50.56%	(16,050.92)	19,091.92	118.95%		
72610	Operation Of Plant	(1,998,802.00)	1,360,470.83	68.06%	(166,566.83)	141,401.21	84.89%		
72620	Maintenance Of Plant	(748,904.00)	404,804.60	54.05%	(62,408.67)	52,037.92	83.38%		
72710	Transportation	(414,019.00)	1,318,038.73	49.18%	(223,315.67)	228,269.91	102.22%		
73300	Community Services	(2,679,788.00)	203,888.38	49.25%	(34,501.58)	61,811.73	179.16%		
73400	Early Childhood Education	(1,144,090.00)	453,657.48	39.65%	(95,340.83)	100,075.11	104.97%		
76100	Regular Capital Outlay	(700,000.00)	165,289.11	23.61%	(58,333.33)	0.00	0.00%		
82130	Education	(250,000.00)	0.00	0.00%	(20,833.33)	0.00	0.00%		
82230	Education	(70,860.00)	35,430.00	50.00%	(5,905.00)	0.00	0.00%		
Total	Expenditures	(31,774,281.00)	14,451,757.04	45.48%	(2,647,856.75)	2,392,566.17	90.36%		
141	General Purpose School	(2,267,280.00)	(335,213.28)	-14.78%	(188,940.00)	(1,762,062.19)	-932.60%		

Account	Description	Year-To-Date		Month-To-Date		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
Revenues						
44170	Miscellaneous Refunds	0.00	(629,75)	0.00%	0.00	0.00%
47131	Vocational Program Improvement	95,977.20	(59,371.66)	61.86%	7,998.10	0.00%
47141	Essea Title I	1,410,514.47	(676,063.07)	47.93%	117,542.87	18.55%
47143	Education Of The Handicapped Act	1,013,057.40	(433,228.91)	42.76%	84,421.45	6.52%
47145	Special Education Preschool Grants	60,086.00	(3,324.10)	5.53%	5,007.17	65.21%
47146	English Language Acquisition Grants	16,173.43	(4,180.09)	25.85%	1,347.79	12.47%
47148	Rural Education	1,479.68	0.00	0.00%	123.31	0.00%
47149	Education For Homeless Children And Title II	55,319.00	0.00	0.00%	4,609.92	0.00%
47189	COVID-19 Grant #1	280,631.76	(83,833.09)	29.87%	23,385.98	12.46%
47301	COVID-19 Grant B	0.00	0.00	0.00%	0.00	0.00%
47307	COVID-19 Grant C	1,543,359.16	(88,402.80)	5.73%	128,613.26	0.00%
47309	COVID-19 Grant D	80,000.00	0.00	0.00%	6,666.67	0.00%
47310	COVID-19 Grant E	12,231.00	0.00	0.00%	1,019.25	0.00%
47401	American Rescue Plan Act Grant #1	5,287,409.00	(586,879.68)	11.10%	440,617.42	0.00%
47402	American Rescue Plan Act Grant #2	117,675.10	(23,459.24)	19.94%	9,806.26	0.00%
47403	American Rescue Plan Act Grant #3	15,058.36	(6,321.20)	41.98%	1,254.86	0.00%
47404	American Rescue Plan Act Grant #4	75,491.67	0.00	0.00%	6,290.97	0.00%
47590	Other Federal Through State Transfers In	1,260,646.47	(171,481.54)	13.60%	105,053.87	4.52%
49800		0.00	(300.00)	0.00%	0.00	0.00%
Total Revenues		11,325,109.70	(2,137,475.13)	18.87%	943,759.14	4.14%
Expenditures						
71100	Regular Instruction Program	(3,690,733.31)	1,011,882.86	27.42%	(307,562.78)	14.65%
71200	Special Education Program	(1,025,449.28)	566,130.27	55.21%	(85,454.11)	124.90%
71300	Career and Technical Education	(334,974.06)	73,210.55	21.86%	(27,914.51)	32.82%
72120	Health Services	(520,335.00)	77,256.88	14.85%	(43,361.25)	29.31%
72130	Other Student Support	(705,034.22)	225,120.27	31.93%	(58,752.85)	69.30%
72210	Regular Instruction Program	(2,183,623.07)	727,207.77	33.30%	(181,968.59)	65.32%
72230	Special Education Program	(341,822.58)	140,657.39	41.15%	(28,485.22)	60.36%
72250	Career and Technical Education	(12,527.36)	3,340.72	26.67%	(1,043.95)	31.91%
72250	Education of Technology	(165,000.00)	94,850.00	57.48%	(13,750.00)	581.82%
72320	Director Of Schools	(3,338.93)	0.00	0.00%	(278.24)	0.00%
72410	Office Of The Principal	(102,603.00)	0.00	0.00%	(8,550.25)	0.00%
72510	Fiscal Services	0.00	0.00	0.00%	0.00	0.00%
72610	Operation Of Plant	(131,611.00)	14,638.54	11.12%	(10,967.58)	43.75%
72620	Maintenance Of Plant	(1,219.00)	0.00	0.00%	(101.58)	0.00%
72710	Transportation	(403,164.00)	144,524.59	35.85%	(33,597.00)	224.67%
73100	Food Service	(43,390.00)	0.00	0.00%	(3,615.83)	0.00%

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Account	Description	Budget Estimate	Year-To-Date		% of Budget	Estimate Avg/Mth	Month-To-Date	
			Actual	% of Budget			Actual	% of Avg
142	School Federal Projects							
73300	Community Services	(699.23)	0.00	0.00%	(58.27)	0.00	0.00%	
73400	Early Childhood Education	(35,000.00)	0.00	0.00%	(2,916.67)	0.00	0.00%	
76100	Regular Capital Outlay	(1,071,283.01)	34,493.38	3.22%	(89,273.58)	28,447.89	31.87%	
99100	Transfers Out	(552,472.65)	1,436.80	0.26%	(46,039.39)	1,436.80	3.12%	
Total	Total Expenditures	(11,324,299.70)	3,114,750.02	27.51%	(943,691.64)	540,936.29	57.32%	
142	School Federal Projects	810.00	977,274.89	-	67.50	501,903.51	-	

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Account	Description	Year-To-Date			Month-To-Date		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
143	Central Cafeteria						
Revenues							
43522	Lunch Payments - Adults	13,450.00	(4,005.10)	29.78%	1,120.83	(2,754.60)	245.76%
43523	Income From Breakfast	2,400.00	(2.75)	0.11%	200.00	0.00	0.00%
43990	Other Charges For Services	160,000.00	(19,599.15)	12.25%	13,333.33	(7,956.15)	59.67%
44110	Interest Earned	1,850.00	0.00	0.00%	154.17	0.00	0.00%
46520	School Food Service	19,000.00	0.00	0.00%	1,583.33	0.00	0.00%
47111	Section 4 - Lunch	1,600,395.00	(578,830.24)	36.17%	133,366.25	(128,571.63)	96.40%
47112	USDA - Commodities	182,446.00	0.00	0.00%	15,203.83	0.00	0.00%
47113	Breakfast	725,650.00	(244,244.60)	33.66%	60,470.83	(51,966.30)	85.94%
47114	USDA - Other	326,500.00	(115,656.84)	35.42%	27,208.33	(27,048.88)	99.41%
49800	Transfers In	0.00	0.00	0.00%	0.00	0.00	0.00%
	Total Revenues	3,031,691.00	(962,338.68)	31.74%	252,640.92	(218,297.56)	86.41%
Expenditures							
73100	Food Service	(2,866,191.00)	1,174,920.18	40.99%	(238,849.25)	161,915.78	67.79%
99100	Transfers Out	(165,500.00)	0.00	0.00%	(13,791.67)	0.00	0.00%
	Total Expenditures	(3,031,691.00)	1,174,920.18	38.75%	(252,640.92)	161,915.78	64.09%
Total	143 Central Cafeteria	0.00	212,581.50	100.00%	0.00	(56,381.78)	0.00%

The chairman reported for the mayor's office. He stated that on the courthouse renovation project that the Trustee, Property Assessor, and Chancery Court Clerk had moved into the new location, today the Register of Deeds had

started the process of moving into the new location. The County Clerk will be moving across from Main Street Eatery and will be starting the move on February 7th. A pre-bid meeting took place today with five (5) large contractors with good feedback, questions and answerers are reviewed with the contractor. The final packages will be back by February 16th with enough time to be voted on at the next meeting in February.

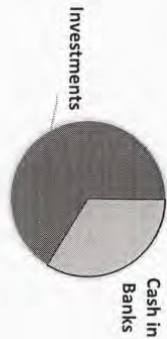
Dr. Versie Hamlett reported for the Board of Education. She stated that the schools had some construction going on with Oakland Elementary, Jefferson, and Southwest for cooling towers and should be completed as soon as possible. In the technology department they have supplied all the third through twelfth grade teachers, English, and Math teachers with laptop carts, purchased with the grant money and for the next two weeks they are getting ready to push out for Science and Social Studies teachers. Safety features are being looked at with access panels for the doors to help increase safety, intercom systems to be replaced at Oakland, Fayette Ware, and the Career and Technology Center. Restroom renovations will occur at Oakland and Fayette Ware. They are looking very closely at the third-grade retention law. She stated that they did have a very good meeting with Senator Walley and he will be taking information back with him to be discussed in regarding the law. The school board budget retreat will be held Saturday, February 11th from 8 to 4 o'clock.

No new reports for Sheriff's Department, Juvenile Court, Board of Public Works, and Planning and Development.

Charles McNab reported for the Trustee's office. He stated that the move has had some good and bad changes. Delinquent notices have been mailed out and come March 1st they will be moved over to Chancery Court for collection. A chart was included in the packet.

December 2022

Cash on Hand	\$	500.00
Cash in Banks	\$	16,803,563.21
Investments	\$	33,026,890.43
	\$	<u>49,830,953.64</u>



	Cash Balance (Not Fund Balance)
101 - General Fund	\$ 15,815,529.74
116 - Solid Waste Fund	\$ 1,566,118.33
122 - Drug Control Fund	\$ 403,440.17
125 - AFT Fund	\$ 1,582,853.63
131 - Public Works Fund	\$ 4,905,629.90
141 - General Purpose School Fund	\$ 8,784,033.72
142 - School Federal Projects Fund	\$ (73,341.21)
143 - Central Cafeteria Fund	\$ 810,579.89
151 - Debt Service Fund	\$ 4,880,292.73
171 - Capital Projects Fund	\$ 6,837,846.68
172 - Community Development Fund	\$ 20.00
175 - HUD Grant Projects Fund	\$ 0.94
180 - Other Capital Projects Fund	\$ 3,994,801.50
189 - Other Capital Projects Fund	\$ 135,792.66

	Interest Earned					
	PY MTD	PY ROI	PYTD	MTD	ROI	Fiscal YTD
Jul	\$9,082.35	0.0282%	\$ 9,082.35	\$11,211.37	0.0239%	\$ 11,211.37
Aug	\$8,315.51	0.0218%	\$ 17,397.86	\$11,937.77	0.0262%	\$ 23,149.14
Sep	\$8,023.42	0.0211%	\$ 25,421.28	\$18,039.59	0.0334%	\$ 41,188.73
Oct	\$8,332.50	0.0219%	\$ 33,753.78	\$30,272.65	0.0534%	\$ 71,461.38
Nov	\$8,056.86	0.0209%	\$ 41,810.64	\$34,023.47	0.0589%	\$ 105,484.85
Dec	\$8,816.21	0.0199%	\$ 50,626.85	\$52,471.08	0.0747%	\$ 157,955.93
Jan	\$9,121.03	0.0211%	\$ 59,747.88			\$ 157,955.93
Feb	\$8,085.00	0.0179%	\$ 67,832.88			\$ 157,955.93
Mar	\$8,736.45	0.0181%	\$ 76,569.33			\$ 157,955.93
Apr	\$8,931.80	0.0192%	\$ 85,501.13			\$ 157,955.93
May	\$8,839.80	0.0182%	\$ 94,340.93			\$ 157,955.93
Jun	\$8,972.37	0.0193%	\$ 103,313.30			\$ 157,955.93

Interest Earned



Commissioner Robert Seals reported for the Development Committee which met on January 9th. The committee discussed the growth plan, which the chairman touched base on. The chairman stated that they were looking into a plan that is manly along the interstate which is north of the county take advantage of any development. He stated that it has already been through three

(3) public meetings with a lot of comments from the community. If the board approved the resolution of support and the map, the chairman would notify the cities, and the board members of the growth plan opening. If any cities wish to amend the growth plan, they will need to bring those forward with the changes. Commissioner Robert Sills made the motion of approval of what was being presented. The motion was seconded by Mike Reeves and passed unanimously.

**RESOLUTION OF SUPPORT FOR THE FAYETTE COUNTY
AMENDMENT TO THE GROWTH PLAN MAP**

WHEREAS, Fayette County is required to have a Growth Plan map, per TCA 6-58-107, to guide land use decisions which shall be consistent with the Growth Plan; and

WHEREAS, the property that an automotive assembly plant being constructed by Ford Motor Company, known as Blue Oval City, is partially in Fayette County and will be affecting the northern portion of the county greatly; and

WHEREAS, the County is desirous to have a map to guide decisions on growth and development in the area; and

WHEREAS, Tennessee law sets a process for amending our current growth plan to meet ordinary and extraordinary growth situations; and

WHEREAS, a proposed map has been presented during public hearings and received the recommendation of the Fayette County Planning;

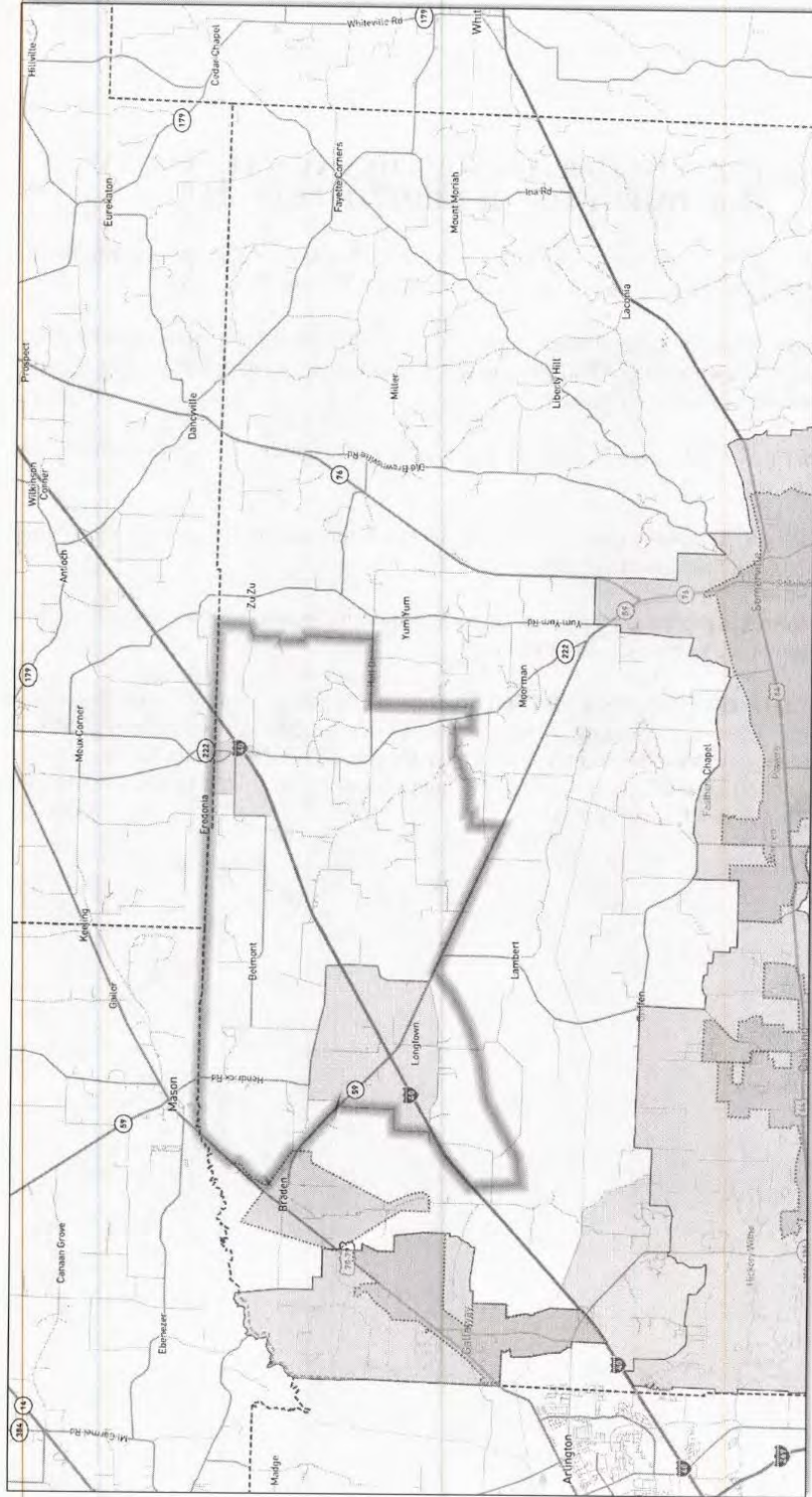
NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Fayette County, Tennessee, meeting in regular session on the 24th day of January, 2023, in Somerville, Tennessee, that the recommended plan for amending the Fayette County Growth Plan has the support of the County Commission and should be submitted to the Growth Plan Coordinating Committee for its approval.

Approved:

Attested:

County Mayor

County Clerk



GROWTH PLAN AMENDMENT PROCESS FOR FAYETTE COUNTY

The Growth Plan law is outlined in TCA 6-58-101 et al.

1. Initiating the Growth Plan Amendment process
 - a. Any city or county government may initiate the amendment process by filing notice with the county mayor and each individual city mayor of the county.
 - b. Within 60 days of notice, the county mayor shall reconvene the Coordinating Committee
2. Process for Submitting an Amendment
 - a. The city or county wanting to amend the plan must do research and examine factors that are appropriate to the area to be designated and identify territory suitable for inclusion in the area.
 - b. The city or county must hold two public hearings for which public notice has been published at least 15 days before the meeting.
3. Coordinating Committee membership– 20 members
 - i. Coordinating Committee membership is outlined in TCA 5-58-104(a)(1)
 - ii. If the mayor chooses not to serve, their designees are allowed, once approved by their respective boards
 - iii. If there are mayor designees of mayors who have changed since the previous Coordinating Committee or if previously appointed representatives are not available to represent the listed entity, new representatives will have to be appointed
 - b. County Mayor
 - c. Municipal Mayor (10)
 - i. Braden
 - ii. Gallaway
 - iii. Grand Junction
 - iv. LaGrange
 - v. Moscow
 - vi. Oakland
 - vii. Piperton
 - viii. Rossville
 - ix. Somerville
 - x. Williston
 - d. Somerville Light Gas and Water (largest municipal owned utility system in county)
 - e. Chickasaw Electric Cooperative (largest non-municipal owned utility system in county)
 - f. Soil Conservation Office representative (Natural Resource and Conservation Service)
 - g. Fayette County Public Schools (largest local education agency)
 - h. Fayette County Chamber of Commerce representative
 - i. County Mayor representative – number one
 - j. County Mayor representative – number two
 - k. Oakland Mayor representative – number one
 - l. Oakland Mayor representative – number two

4. Coordinating Committee
 - a. Must meet within 60 days of notice for an amendment
 - b. Has the duty to develop a recommended growth plan
 - c. Must give due consideration to timely submission of proposals from county and municipal governments
 - d. Must identify the following areas:
 - i. Urban growth boundaries around municipalities
 - ii. Planned growth boundaries in the county
 - iii. Rural areas in the county
 - e. Must submit a plan within six months of the first meeting of the Coordinating Committee
 - f. Prior to finalization, the Coordinating Committee must hold two public hearings for which public notice has been published at least 15 days before the meeting.
5. Consideration of the Recommended Growth Plan by county and municipalities
 - a. Within 120 days of receiving the recommended Growth Plan, each county and city municipality shall act to ratify or reject the recommended Growth Plan
 - b. Failure to act within the 120 days shall be deemed to constitute ratification of the Growth Plan
 - c. Every municipality must approve the plan for it to be adopted, since any rejection sends the plan back to the Coordinating Committee for reconsideration and mediation.
 - d. When the Growth Plan receives required votes for its ratification, it then becomes the current Growth Plan
 - e. If the Growth Plan is rejected:
 - i. If a city or county rejects the recommendation of the coordinating committee, the law directs it to submit its objections and the reasons to the coordinating committee
 - ii. The coordinating committee then reconsiders its action. After reconsideration, it may recommend a revised amendment and re-submit it to the local governments for consideration.
 - iii. If the revised or recommended amendment is rejected, then, as with the original plan, the county or any municipality may declare an impasse and request the secretary of state to provide an alternative method for resolution of disputes.

The committee also discussed the public works budget amendment, TDOT expansion agreement for exit 39. The chairman stated that he had spoken to TDOT, they are having the same push back from surrounding counties that we are giving to them. The contract that was sent was supposed to be referencing maps,

an early set of maps have already been through several revisions. TDOT had said not to worry about passing anything that a new set of maps would be presented. The chairman stated that contract document would have parts in it that would look the same, the chairman stated that they may go through the document and mark out what they did not want and pass on what was left, that would be presented next month meeting due to not have a document in hand now. Commissioner Robert Sills that the next thing on the agenda was an update from Mr. Bliss on the airport.

DEVELOPMENT COMMITTEE

**Minutes
January 9, 2023**

Present

Moore Laskoski Reeves, M Norton

1) Growth Plan

- Mayor Taylor presented a draft Growth Plan amendment map and staff report to the committee. He reported to the committee that the required public hearing had been completed. The Fayette County Planning Commission had reviewed and recommended approval of the map. Also presented was a resolution of support for the map and process.
- After discussion, the committee voted to recommend approval of the map and resolution on a motion by Reeves, seconded by Moore.

2) Public Works Budget Amendment – Fund 131

- Wayne Dowdy, Fayette County Public Works Superintendent, requested a budget amendment to Fund 131 for the purchase of scales and additional equipment.
- After discussion, the committee recommended approval on a motion by Laskowski, seconded by Reeves.

3) TDOT Exit 39 Expansion Agreement

- Mayor Taylor reviewed the proposed agreement by TDOT. There were several sections that were objectionable because it required the county to take over maintenance and responsibility for items on the state’s system. He will try and get clarification and removal of the items prior to the County Commission meeting.
- After discussion, the committee voted to move the request to the Commission without a recommendation, on a motion by Reeves, seconded by Moore.

4) Airport Update

- Rusty Bliss, Fayette County Airport manager, reviewed with the committee the activities at the airport.
- He informed the committee that airport rents had not been increased in 8 years and expenses have increased substantially. He recommended the following rate increases:

<u>Facility</u>	<u>Current Rent/mo.</u>	<u>Proposed Rent/mo.</u>
T-Hangars	\$255	\$275
Common Hangar	\$180	\$200
Tie-Down	\$48	\$68

- After discussion, the committee voted to recommend the proposed increases on a motion by Reeves, seconded by Moore.
- Mr. Bliss reported that the main terminal has two AC/Heat units were needed replacing. One was inoperable and the other was not fully functioning. Estimates

to replace were for \$10,000 a piece (total of \$20,000). He stated he would need additional funds to replace the units.

- On a motion by Laskoski, seconded by Reeves, the committee recommended a budget amendment of \$20,000 to replace the units.
- Mr. Bliss informed the committee that a system called a “virtual tower”, which counted aircraft landings and identification information was available for \$6,000. This would allow us to more accurately quantify our aircraft and argue for additional funding. This will be eligible for partial reimbursement (90%) once the new airport plan is filed with the state.
- After discussion the committee, voted to allow the purchase of the system plus the required funding, on a motion by Laskoski, seconded by Moore.

Meeting adjourned.

Commissioner Goodroe reported Health and Welfare Committee. The committee met on January 9th, the committee discussed the ambulance report and the Spring into Clean resolution. Commissioner Goodroe made the motion

for approval of the resolution. The motion was seconded by Commissioner Goodroe and passed unanimously.

RESOLUTION PROCLAIMING "SPRING INTO CLEAN DAY"

WHEREAS, the Fayette County Commission (the "Commission") wishes to promote a clean countywide community; and

WHEREAS, Fayette County hosts programs that promote a cleaner and safer environment; and

WHEREAS, as a result of citizen outcry regarding litter along the roadways, the Commission established an Adopt-A-Road Program, in 2015, to encourage citizens to help create and maintain clean county roads; and

WHEREAS, litter tends to accumulate along our county roads during the winter months; and

WHEREAS, the Commission desires to establish a countywide promotion to encourage citizens and groups of citizens to support a cleaner Fayette County.

NOW, THEREFORE, BE IT RESOLVED THAT, Saturday, March 18, 2023 is proclaimed "Spring into Clean Day" for Fayette County for the year 2023; and

FURTHER RESOLVED, that a "Spring into Clean Day" will be proclaimed for each year hereafter by or before the February regular meeting of the Fayette County Board of Commissioners; and

FURTHER RESOLVED, that within the weeks leading up to "Spring into Clean Day" from the time of proclamation, Fayette County will aggressively promote the Adopt-A-Road program through various media outlets, by contacting local organizations, and through cooperation with the State of Tennessee and local municipalities in Fayette County; and

FURTHER RESOLVED, that the citizens of Fayette County will be encouraged to participate in picking up the litter along our roadways on "Spring into Clean Day"; and

FURTHER RESOLVED, that by "Spring into Clean Day", Fayette County will begin promoting other clean-up programs such as a hazardous household materials drop off day.

Adopted this 24th day of January, 2023.

APPROVED:

ATTEST:

Rhea "Skip" Taylor, County Mayor

Shana Burch, County Clerk

Commissioner Goodroe stated that the next item on the agenda was the Animal Shelter contract. They did not have a contract at the time so a special called meeting was called today at 6:00. He stated that the committee approved

the contract for the architect and the construction manager as long as the arbitration language was removed.

 **AIA® Document B132™ – 2019**

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the ninth day of November in the year two thousand twenty-two
(November 9, 2022)
(In words, indicate day, month, and year.)

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

Fayette County Tennessee Government
c/o Mayor Rhea Taylor
13095 N. Main Street
Somerville, Tennessee 38068

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

SpiritArchitecture Group, LLC
108 E. Mulberry Street
Collierville, Tennessee 38017

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

A new 3,200 SF animal shelter located on Justice Drive, Somerville, TN
~ 800' east of the Justice Complex

The Construction Manager:
(Name, legal status, address, and other information)

Smith-Doyle Contractors, Inc.
1635 Wynne Road
Cordova, Tennessee 38016

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.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

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.)

See Exhibit 'A' - Plans attached dated 9/13/2022

§ 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.)

See Exhibit 'A' - Plans attached dated 9/13/2022

§ 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.)

Cost of Work as defined in Exhibit 'B' Cost Matrix

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

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

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To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive Bid
Multiple Packages

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

Not Applicable

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

Not Applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Mayor Rhea Taylor
Fayette County Tennessee Government
13095 N. Main Street
Somerville, Tennessee 38068

§ 1.1.9 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.)

Not Applicable

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

.1 Construction Manager: Adviser only

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

Smith-Doyle Contractors, Inc.

init.

1635 Wynne Road
Cordova, Tennessee 38016

.2 Land Surveyor:

To Be Determined

.3 Geotechnical Engineer:

To Be Determined

.4 Civil Engineer:

To Be Determined

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

To Be Determined

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Scott R. Rozanski, AIA, VP/COO
SpiritArchitecture Group, LLC
108 E. Mulberry Street
Collierville, Tennessee 38017

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To Be Determined

.2 Mechanical Engineer:

To Be Determined

.3 Electrical Engineer:

To Be Determined

§ 1.1.12.2 Consultants retained under Supplemental Services:

To Be Determined – Civil

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

Exhibit 'A'

§ 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

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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.

§ 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.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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 provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 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.

§ 2.6 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.

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

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than five hundred thousand dollars (\$ 500,000.00) 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.

§ 2.6.3 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

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Sections 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$1,000,000.00) in the aggregate.

§ 2.6.7 **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.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

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, the Construction Manager, and the Owner's other 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, the Construction Manager, and the Owner's other 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 Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager'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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, 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.

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§ 3.1.7 The Architect shall assist the Owner and Construction Manager 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 Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement 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 Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager 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, to the Owner and Construction Manager, 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 Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital 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 with the Owner and the Construction Manager 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 the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings

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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 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 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 Construction Manager's review and 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, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager 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 agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager 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 and Construction Manager 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;

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- 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 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 and Construction Manager 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, consult with the Construction Manager, 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 A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, 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 and Construction Manager 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 Contractors' 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 Construction Manager, or acts or omissions of the Contractors 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 initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 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 and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, 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 Contractors, 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 the Construction Manager, Owner, or Contractors through the Construction Manager. 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 the Owner and Contractors, 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 Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- 1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- 2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, 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 Contractors are 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.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project 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 each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be 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 Contractors' responsibilities. 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 Contractors 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 Contractors' design professionals, provided the submittals bear such professionals' 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 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, 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 transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 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. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;

- 3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- 4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, 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 and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 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 each of the Contractors, 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 Contractors, through the Construction Manager: (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 Contractors 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 and Construction Manager 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.)

Supplemental Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
§ 4.1.1.1 Assistance with selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Owner
§ 4.1.1.3 Multiple preliminary designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect – See Article 12.1
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Not Provided
§ 4.1.1.12 Value analysis	Not Provided

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§ 4.1.1.13	Cost estimating	Not Provided
§ 4.1.1.14	On-site project representation	Not Provided
§ 4.1.1.15	Conformed documents for construction	Not Provided
§ 4.1.1.16	As-designed record drawings	Not Provided
§ 4.1.1.17	As-constructed record drawings	Not Provided
§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22	Telecommunications/data design	Not Provided
§ 4.1.1.23	Security evaluation and planning	Not Provided
§ 4.1.1.24	Commissioning	Not Provided
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29	Other Supplemental Services	Not Provided

§ 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.)

Not Applicable

§ 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.)

Not Applicable

§ 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 E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, 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.

§ 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 recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for

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- Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
 - .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .4 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;
 - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
 - .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
 - .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .10 Evaluation of the qualifications of entities providing bids or proposals;
 - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .12 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 Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors 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 Contractors' 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, Construction Manager or Contractors 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 Contractors
- .2 Eight (8) visits to the site by the Architect during construction
- .3 One (1) inspection 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 One (1) inspection 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 anticipated date of Substantial Completion identified in the Initial Information, whichever is

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earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) 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 retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 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 and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 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.

§ 5.5 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.

§ 5.6 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.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

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§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

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

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.16 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 the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. 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 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably

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anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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 Contractors, Construction Manager, 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

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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 not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 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.

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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§ 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.

§ 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 if 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:

Five Thousand Dollars (\$5,000.00)

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

Zero (\$0)

§ 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. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 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, and 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 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, arbitrator's order, 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 Stipulated Sum

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(Insert amount)

\$87,756.00

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
Not Applicable

.3 Other
(Describe the method of compensation)

Not Applicable

§ 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.)

See Exhibit 'C' Standard Hourly Rate Sheet 2022

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

See Exhibit 'C' Standard Hourly Rate Sheet 2022

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), 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	Twenty	percent (20	%)
Design Development Phase	Twenty-five	percent (25	%)
Construction Documents Phase	Thirty-five	percent (35	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Fifteen	percent (15	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 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. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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§ 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.)

See Exhibit 'C' Standard Hourly Rate Sheet 2022

Employee or Category	Rate (\$0.00)
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§ 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 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 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;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 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 2.6, 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) 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the

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Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 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 thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

12.0% per annum

§ 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.)

12.1 Civil Engineer will be billed as additional services.

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 B132™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Not Applicable

.3 Exhibits:

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

AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

(Insert the date of the E235-2019 incorporated into this Agreement.)

Not Applicable

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Not Applicable

.4 Other documents:

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

Exhibit 'A', Exhibit 'B', and Exhibit 'C'


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

Fayette County Tennessee Government

Spirit Architecture Group, LLC

OWNER (Signature)



ARCHITECT (Signature)

Rhea Taylor, County Mayor
(Printed name and title)

Scott R. Rozanski, AIA, VP/COO
(Printed name and title)

(Date)
(Row deleted)

11/17/22
(Date)

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EXHIBIT 'B'

Fayette Co Animal Shelter		Date 9/21/22	
Direct Construction Cost (today)			\$955,307
	Percentage Inflation assuming Bid in March 2023	7.5%	
Total Direct Const Cost (same as bid)			\$1,026,955
Other Costs to Owner (Soft Costs)			
	Land	\$0	
	Arch/Eng Fees (8% of Const. w/ Contingency)	\$87,756	
	Reimbursibles	\$19,500	
	Civil Eng	\$25,000	
	Geo-technical Tests	\$8,000	
	Property/Topographical Surveys	\$7,500	
	Plan Review Fees	\$1,800	
Subtotal			\$1,176,511
	Furniture, Fixtures, Equipment		\$165,000
Total Estimated Capital Cost (w/ out contingency)			\$1,341,511
Program Contingency @ % of direct cost		3.0%	\$30,809
(for adjustments due to existing conditions, code reviews, other needed changes)			
Owners/Designer Contingency @ % of Direct Cost		3.0%	\$30,809
(for owner selected changes & minor design errors of omissions)			
Total Capital Cost (w/ contingency)			\$1,403,129

COVID Factor @ % (separate & distinct) (Note: in addition to above) 10.0% **\$140,313**

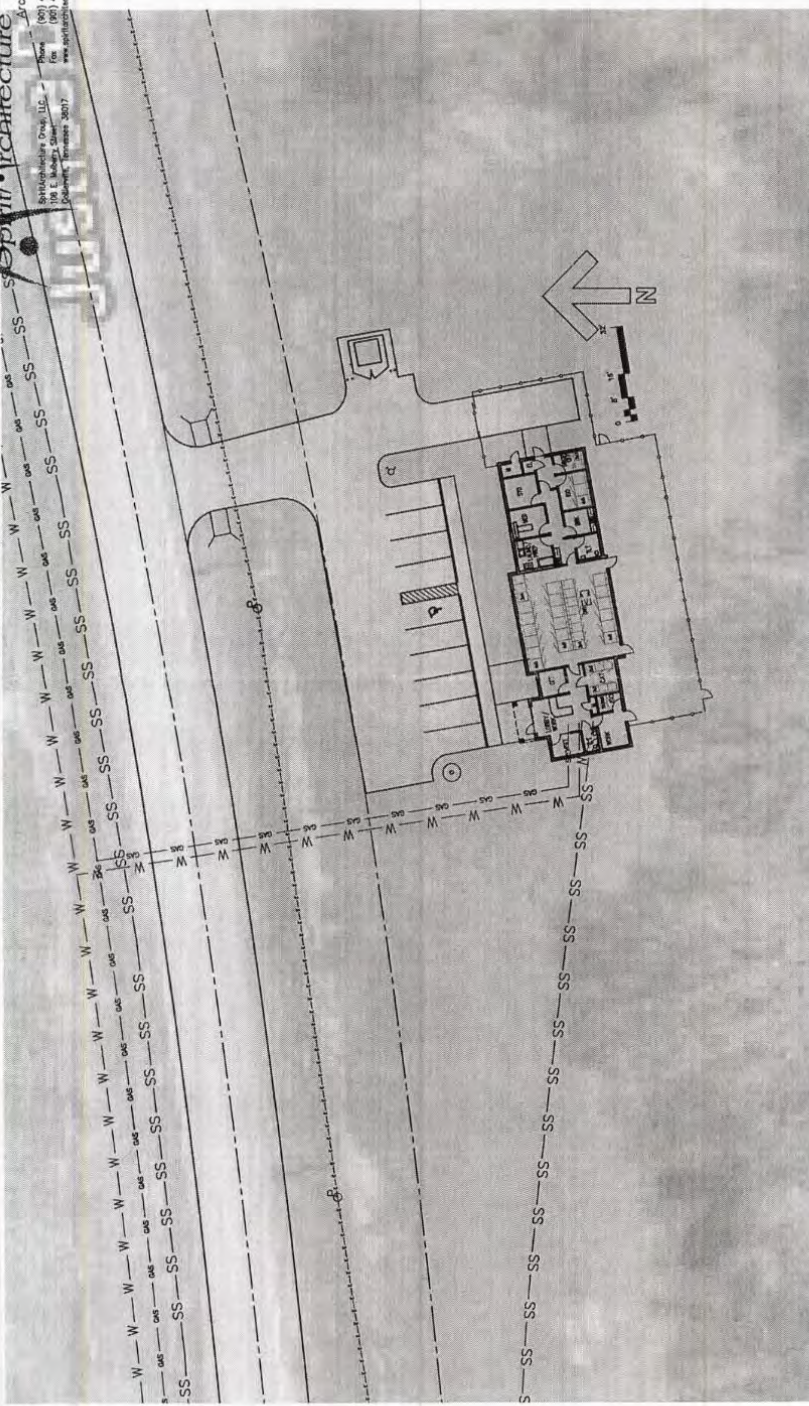
TCC w/ COVID FACTOR **\$1,543,442**

Exhibit 'C'
SpiritArchitecture Group, L.L.C.
Standard Hourly Rates 2022

<u>Employee Classification</u>	<u>Hourly Billing Rate **</u>
President – CEO	\$275.00
Vice President	\$225.00
Senior Project Manager	\$180.00
Project Manager/Architect	\$150.00
Project Coordinator/Architect	\$130.00
Architectural Designer	\$105.00
Graphic Designer/Technician	\$100.00
Travel Time	\$ 90.00
Administration/Clerical	\$ 95.00

** or as agreed to in writing by owner

Exhibit 'A', Page 1 of 3

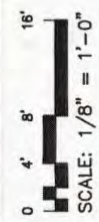
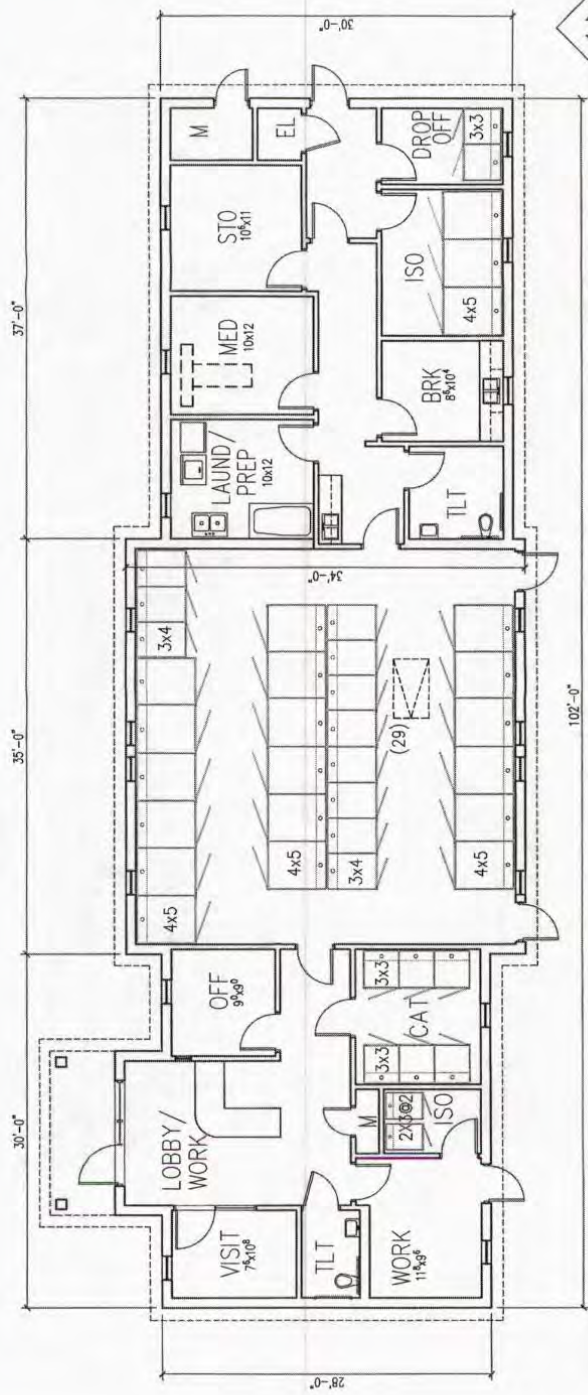


**FAYETTE COUNTY ANIMAL SHELTER
FAYETTE COUNTY, TN**

PRELIMINARY SITE PLAN

1/32" = 1'-0"

REVISION: 09/13/2022



TOTAL AREA = 3200sf

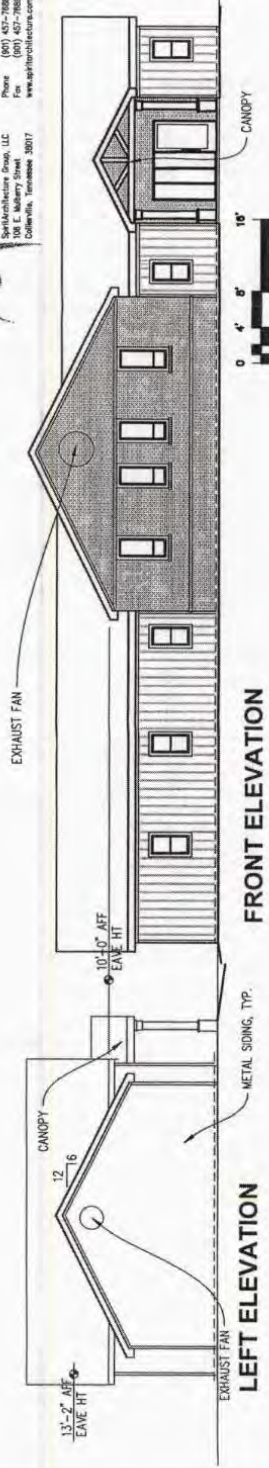
PRELIMINARY FLOOR PLAN

**FAYETTE COUNTY ANIMAL SHELTER
FAYETTE COUNTY, TN**

REVISION: 09/13/2022

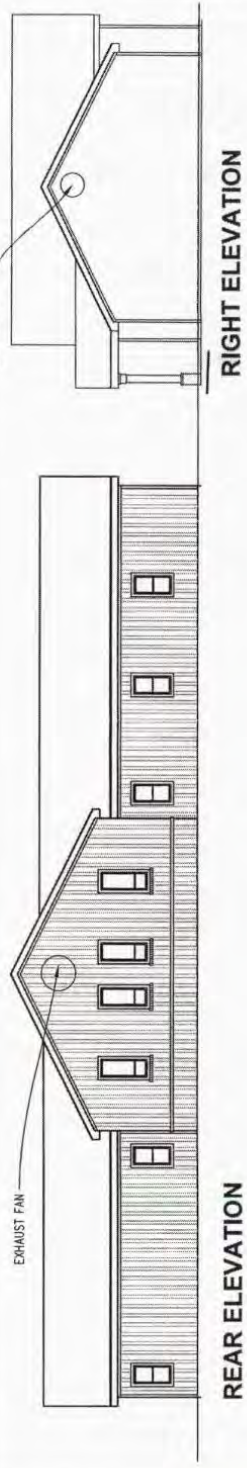
Exhibit 'A', Page 3 of 3

Spirit Architecture
Architect
Spirit Architecture Group, LLC
198 E. Military Street
Columbia, Tennessee 38017
Phone (801) 437-7888
Fax (801) 437-7888
www.spiritarchitects.com



FRONT ELEVATION

LEFT ELEVATION




REAR ELEVATION

RIGHT ELEVATION

**FAYETTE COUNTY ANIMAL SHELTER
FAYETTE COUNTY, TN**

PRELIMINARY ELEVATIONS

REVISION: 09/13/2022

 **AIA** Document C132™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 9th day of November in the year 2022
(In words, indicate day, month and year.)

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

Fayette County Tennessee Government
c/o Mayor Rhea Taylor
13095 N. Main Street
Somerville, Tennessee 38068

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

Smith-Doyle Contractors, Inc.
1635 Wynne Road
Cordova, TN 38016

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

A new 3,200 SF animal shelter located on Justice Drive, Somerville, TN ~ 800' east of the Justice Complex

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

SpiritArchitecture Group, LLC
108 E. Mulberry Street
Collierville, TN 38017

The Owner and Construction Manager 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.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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.)

See Exhibit "A" attached dated September 13, 2022.

§ 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.)

See Exhibit "A" attached dated September 13, 2022.

§ 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.)

To be Determined Later by Mutual Agreement

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

.1 Design phase milestone dates, if any:

To be Determined Later by Mutual Agreement

.2 Construction commencement date:

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To be Determined Later by Mutual Agreement

.3 Substantial Completion date or dates:

To be Determined Later by Mutual Agreement

.4 Other milestone dates:

To be Determined Later by Mutual Agreement

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

There will be multiple prime contracts with contractors selected through a competitive bid process.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

Multiple bid packages will be developed by the Construction Manager during the design phase. Exact number and type of packages will be determined during the design phase. There are no requirements for accelerated or fast-track scheduling or phased construction identified at this time.

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

No special characteristics have been identified at this time.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

No special characteristics have been identified at this time.

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Mayor Rhea Taylor
Fayette County Tennessee Government
13095 N. Main Street
Somerville, TN 38068

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

Submittals that are to be reviewed by the Architect will be identified in the contract documents.

§ 1.1.11 The Owner shall retain the following consultants and Contractors:

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(List name, legal status, address, and other contact information.)

- .1 Land Surveyor:
To be Determined Later by Mutual Agreement
- .2 Geotechnical Engineer:
To be Determined Later.
- .3 Civil Engineer:
To be Determined Later by Mutual Agreement
- .4 Contractors, as defined in Section 1.4:
To be Determined Later.
- .5 Separate Contractors, as defined in Section 1.4:
To be Determined Later.
- .6 Other, if any:
(List any other consultants retained by the Owner.)
None.

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Robert A. Barrett
Smith-Doyle Contractors, Inc.
1635 Wynne Road
Cordova, TN 38016
Telephone: 901-213-3993
Fax: 901-213-3994
E-mail: rbarrett@smithdoyle.com

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

To be determined later.

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

- .1 Cost estimating will be performed "in house" by the Construction Manager's staff of estimators.
- .2 It is not anticipated that any consultants will be hired by the Construction Manager. Should a need arise, any such consultant will be engaged only with approval of the Owner.

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

No supplemental services have been identified at this time. If such a need is developed during the course of executing the contract, details will be agreed to with the Owner before any such consultants are hired.

§ 1.1.16 Other Initial Information on which this Agreement is based:

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Not applicable.

§ 1.2 The Owner and Construction Manager 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 Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager'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.

§ 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.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

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

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

§ 2.8 The Construction Manager 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 Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 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.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager 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.

§ 2.8.3 The Construction Manager 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 2.8.1 and 2.8.2, 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.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) in the aggregate.

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager 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 Construction Manager'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.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using 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.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:
(List any items to be included that are not listed in Article 3 of E203-2013.)

Not Applicable

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

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ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the

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design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

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§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

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§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

1. Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
2. Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager'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 the Contractors are 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 Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making

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Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the

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Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect 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 Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager 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.)*

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	Owner's Architect
§ 4.1.1.2 Tenant-related services	Not Provided
§ 4.1.1.3 Commissioning	Not Provided
§ 4.1.1.4 Development of a commissioning plan	Not Provided
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	County/Owner
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	County/Owner
§ 4.1.1.8 Assistance with site selection	To be determined later by mutual agreement
§ 4.1.1.9 Assistance with selection of the Architect	Not Provided

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§ 4.1.1.10	Furnish land survey	Owner's Architect
§ 4.1.1.11	Furnish geotechnical engineering services	Owner's Architect
§ 4.1.1.12	Provide insurance advice	Construction Manager/County
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	Construction Manager/County
§ 4.1.1.14	Stakeholder relationships management	County/Owner
§ 4.1.1.15	Owner moving coordination	County/Owner
§ 4.1.1.16	Coordination of Owner's Separate Contractors	Construction Manager/County
§ 4.1.1.17	Other Supplemental Services	Not Provided

§ 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 Construction Manager's responsibility is provided below.

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

There have been no Supplemental Services identified at this time.

§ 4.1.2.1.1 From §4.1.1.12 above titled "Provide Insurance Advice":

1. The County is required to provide insurance in accordance with §11.2 of the *General Conditions of the Contract for Construction* (AIA A232-2019). The Construction Manager's sole responsibility regarding insurance advice shall be limited to County's purchasing of Property Insurance (also known as Builder's Risk Insurance) as defined in the *General Conditions of the Contract for Construction* to protect the Work, equipment and materials during construction. All other responsibilities for obtaining and maintaining other insurances which may be required by the County/Owner (i.e. liability insurance) are exclusively the responsibility of the County/Owner. If requested by the County, the Construction Manager will assist the County in selecting a policy for the Property Insurance to be purchased and maintained throughout construction.
2. the Owner shall purchase and maintain property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required by Section 11.2, whichever is later. This insurance shall include interests of the Owner, the Construction Manager, the Architect and their Consultants, the Contractor(s), Subcontractors and Sub-subcontractors in the Project.
3. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

§ 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.)

There have been no Supplemental Services identified at this time.

§ 4.1.2.2.1 From §4.1.1.1 above titled "Measured drawings", all drawings are the responsibility of the Owner's Architect to be provided to the Construction Manager at intervals during the design for review and a final design set prior to issuing the Project for bid to the potential Trade Contractors.

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- § 4.1.2.2.2 From §4.1.1.6 above titled "Furniture, furnishings and equipment delivery, and installation coordination" shall be exclusively the Owner's responsibility and shall only occur after Substantial Completion of the Project has been achieved. Should the Owner need to install furniture, furnishings and equipment prior to Substantial Completion, that shall be acceptable upon a mutual agreement determined later.
- § 4.1.2.2.3 From §4.1.1.7 above titled "Furniture, furnishings and equipment procurement assistance" shall be exclusively the Owner's responsibility unless determined later by a mutual agreement.
- § 4.1.2.2.4 From §4.1.1.15 above titled "Owner moving coordination" shall be exclusively the Owner's responsibility and shall only occur after Substantial Completion of the Project has been achieved. Should the Owner need to move prior to Substantial Completion, that shall be acceptable upon a mutual agreement determined later.
- § 4.1.2.2.5 From §4.1.1.16 above titled "Coordination of Owner's Separate Contractors"
 - .1 The plan for this Project is to utilize a Multi-Prime format contract delivery system which may consist of numerous contracts between the County and the various awarded Trade Contractors. At a point prior to issuing the bid documents in preparation to receive bids, the Construction Manager will coordinate with the County's designated representative to develop a strategic plan for breaking down the Project into the various trade packages to bid the whole, or part, of the Project, as later determined by mutual agreement.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article I, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager 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, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 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 other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager 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 Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination.

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The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager'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; 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 Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, 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.

§ 5.7 Unless provided by the Construction Manager, 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 subsurface conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article I, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager'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 Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager 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.

§ 5.11 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.

§ 5.12 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.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and 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 or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager 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 the 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 includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for

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reimbursable expenses at the job site, if any. 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 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager 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 Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with 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 Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, 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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager 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 not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall

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§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

§ 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 Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager 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 Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager 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 Construction Manager 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 Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager'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 Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

Not Applicable

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

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. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager 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 Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager 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 Construction Manager.

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

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§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager 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 Construction Manager 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, arbitrator's order, 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 Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

The total amount of the fee for Construction Management services shall be a stipulated sum equivalent to Seven Percent (7%) of the estimated Cost of the Work as defined in Article 6 (prior to inclusion of any fee referenced in this Paragraph 11.1), estimated Reimbursable Expenses and estimated Cost of Main Office Support Personnel as defined in Article 11.5, all to be established at such time as all bids for all elements of the project have been received, plus a reasonable contingency. Once established, the stipulated sum shall not thereafter be reduced, but if there are net additive change orders resulting from increases to the scope of the work, the stipulated sum fee shall be increased by Seven Percent (7%) of the estimated Cost of the Work added by such change orders.

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

A stipulated sum fee in the amount of Fifteen Thousand and No/100 Dollars (\$15,000.00), which is to be paid one third (1/3) upon completion of Design Development Documents, one third (1/3) upon completion of Construction Documents, and the final one third (1/3) when the recommendations for award of the first Construction Contracts are submitted.

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

The fee for the Construction Phase shall be the total fee less the \$15,000.00 paid during the Pre-Construction Phase. Beginning with the award of the initial Construction Contract, the Construction Phase shall be payable in TBD (___) equal monthly increments. If Substantial Completion is reached or the facility is occupied prior to the total fee having been paid, the remaining unpaid portion of the fee shall be paid in one lump sum amount within thirty (30) days following the earliest of the Substantial Completion or occupancy.

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§ 11.2 For the Construction Manager'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 Construction Manager as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

No additional Services have been identified at this time. If, during the course of this project, Additional Services are requested, details of compensation will be agreed to before any such Additional Services are commenced.

§ 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 Construction Manager as follows: *(Insert amount of, or basis for, compensation.)*

No Additional Services have been identified at this time. If, during the course of this project, Additional Services are requested, details of compensation will be agreed to before any such Additional Services are commenced.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Fifteen percent (15%), or as follows: *(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)*

No Additional Services have been identified at this time. If, during the course of this project, Additional Services are requested, details of compensation will be agreed to before any such Additional Services are commenced.

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

Personnel located in the Construction Manager's main office who will be devoting time to perform supervision oversight, project management, estimating, scheduling, accounting and clerical assistance will be charged to the cost of the work at the following hourly rates, which rates include the use of computers, automobiles provided as part of their compensation, and cell phone usage:

Employee or Category	Rate (\$0.00)
Project Manager/President or Vice President	\$1500.00 per hour
Vice President of Construction Operations	\$150.00 per hour
Project Manager	\$125.00 per hour
Director of Safety	\$100.00 per hour
Estimator	\$100.00 per hour
Controller/Director of Accounting	\$100.00 per hour
Accounting Clerk/ Clerical	\$65.00 per hour

§ 11.6 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;

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- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager'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 Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Expenses incurred by the Construction Manager for temporary facilities and equipment, materials, and services provided for the benefit of the project and for common use of the Contractors, including legal fees and legal expenses; and
- .12 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Seven percent (7%) of the expenses incurred.

The estimated cost of Reimbursable Expenses will be included in the estimated project cost upon which the CM fee is determined (see Paragraph 11.1.2) and the direct cost of such expenses will be charged directly to Cost of the Work. Since the estimated costs are included in the basis of the cost upon which the CM fee is based, there will be no additional markup on Reimbursable Expenses unless they are provided as part of Additional Services.

§ 11.7 **Construction Manager's Insurance.** If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below. *(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)*

Not Applicable

§ 11.8 **Payments to the Construction Manager**

§ 11.8.1 **Initial Payment**

§ 11.8.1.1 An initial payment of Zero Dollars (\$ 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.

§ 11.8.2 **Progress Payments**

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Twenty-Five (25) 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 Construction Manager. *(Insert rate of monthly or annual interest agreed upon.)*

One % 1 Monthly

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

§ 11.8.2.3 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.)

None.

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager 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 Construction Manager.

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

.1 AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

Not Applicable

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

AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

Not Applicable

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

Not Applicable

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

Exhibit "A" Preliminary Site Plan, Floor Plan and Elevations dated September 13, 2022.

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

FAYETTE COUNTY TN GOVERNMENT

SMITH DOYLE CONTRACTORS, INC.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Rhea Taylor, County Mayor
(Printed name and title)

Robert A. Barrett, President
(Printed name and title)

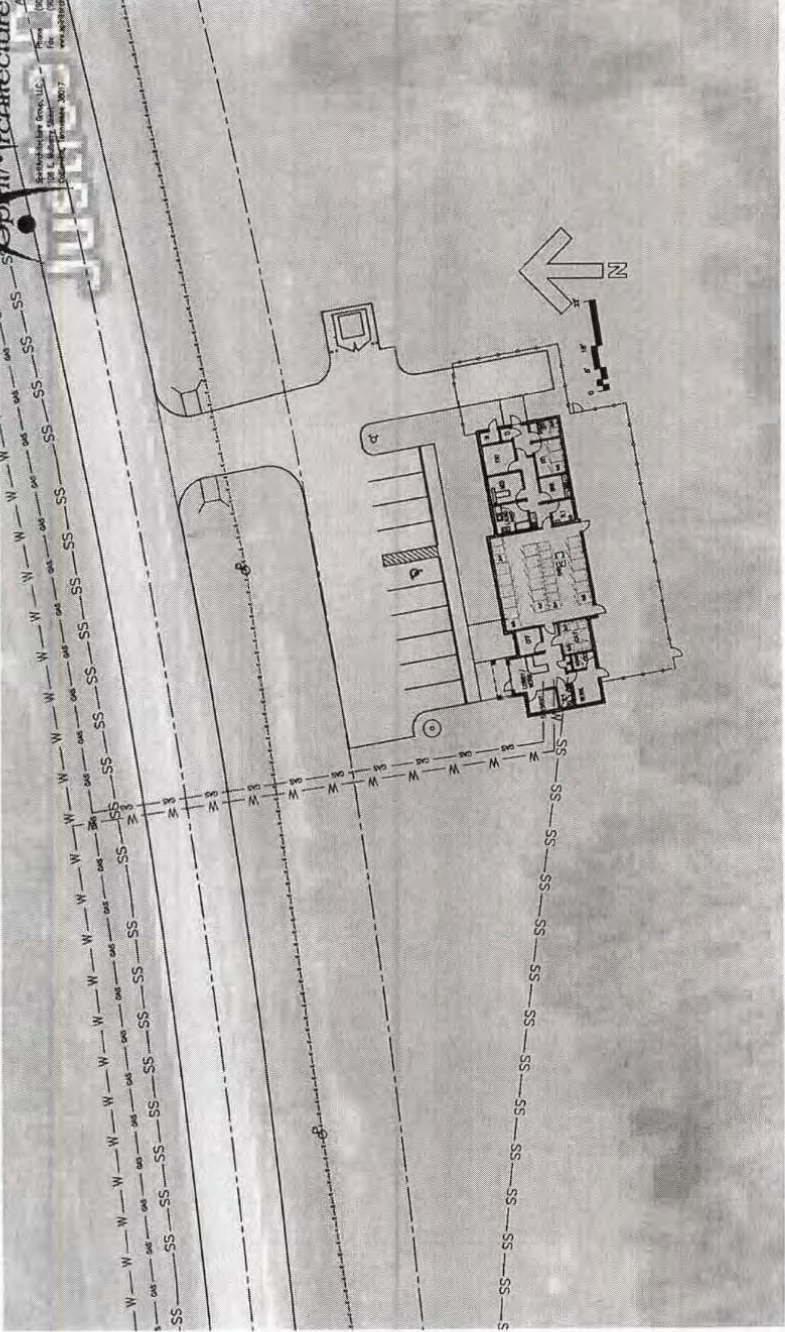
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Exhibit 'A', Page 1 of 3

Spinn Architecture Architect
10000 Highway 100, Suite 100
Fayetteville, TN 37208
Phone: (615) 437-7000
Fax: (615) 437-7001
www.spinnarchitecture.com



FAYETTE COUNTY ANIMAL SHELTER
FAYETTE COUNTY, TN

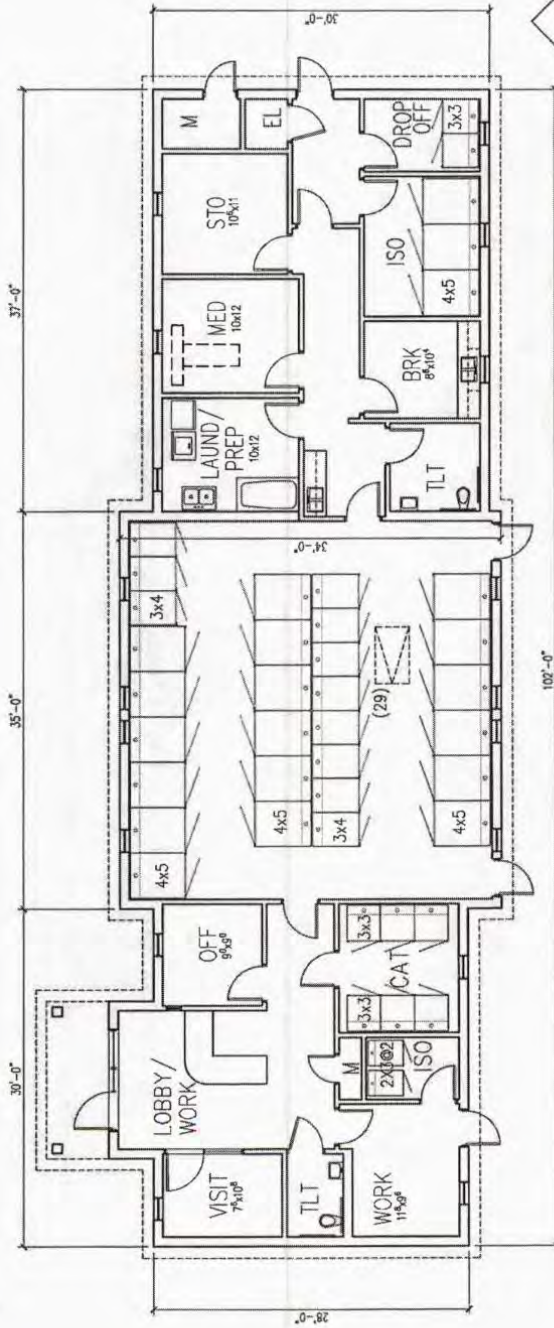
PRELIMINARY SITE PLAN

1/32" = 1'-0"

REVISION: 09/13/2022



Spirit Architecture
Architect
Spirit Architects Group, LLC
P.O. Box 457-788
Columbia, Tennessee 38207
www.spiritarchitecture.com

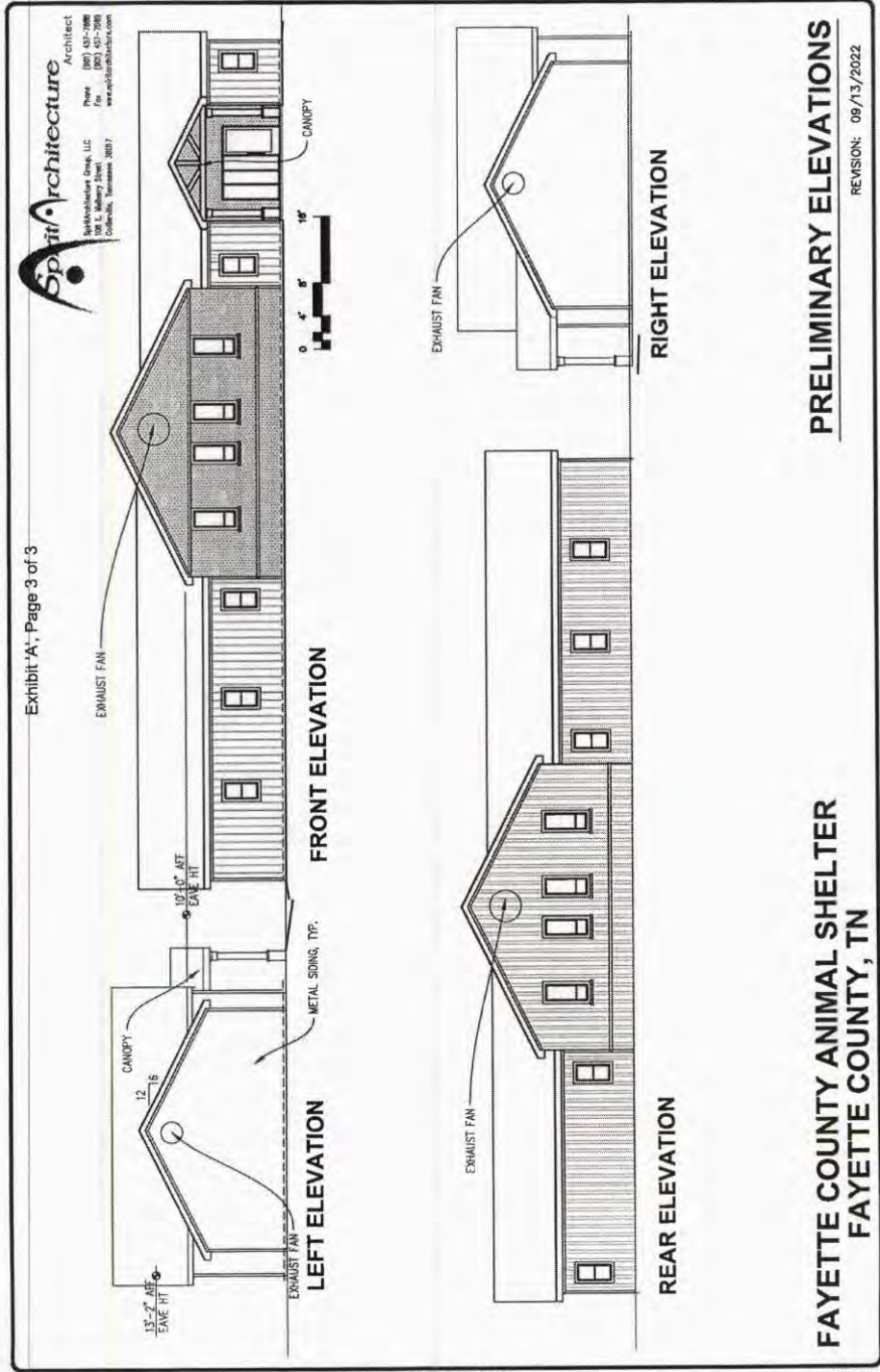


TOTAL AREA = 3200sf

PRELIMINARY FLOOR PLAN

**FAYETTE COUNTY ANIMAL SHELTER
FAYETTE COUNTY, TN**

REVISION: 09/13/2022



No action was needed at this time. Next the committee discussed solid waste equipment auction and the hospital committee schedule a meeting.

HEALTH AND WELFARE COMMITTEE

Minutes

January 9, 2023

Present

Leggett Reeves, S Goodroe Perkins Crislip Canady

- 1) Ambulance Report
 - Glenn Miller, Fayette County Ambulance Director, reported to the committee on the previous month's activity.
 - Revenue is coming in over budget and may hit an estimated \$2.15 million this year (\$1.95 million budgeted)
 - Expenses overall are in budget with problem areas of overtime (back filling full time positions that are vacant), and diesel fuel.
 - There were 414 responses for December, with 359 transports. The times without any available ambulances was 28, with 3 times with calls waiting.
 - There have been 2626 call so far with year, averaging 438 per month.
- 2) Spring Into Clean Day resolution
 - The annual "Spring Into Clean Day" resolution for March 18 was reviewed by the committee. On that Fayette County Solid Waste will host a household hazardous waste free disposal day, in conjunction with TN Department of Environment and Conservation (TDEC).
 - After discussion the committee voted to recommend the passage of the resolution on a motion by Leggett seconded by Perkins
- 3) Animal Shelter contracts
 - Mayor Taylor reported to the committee that he had not received contracts for the animal shelter yet but was trying to get copies. Once he had them, he would forward them out to the committee, as well as the rest of the Commission.
 - The committee set tentative times to meet for the next meeting for the contracts at 6pm for Health and Welfare, and 6:30 for Budget on January 24th, the night of the Commission meeting.
- 4) Solid Waste – Equipment auction
 - Terry Chambers, Fayette County Solid Waste Director, asked that he be allowed to sell a truck that was to be used for transporting garbage. The plan was to use in-house labor but finding CDL drivers has proved to be a problem. Prior to any auction or sale, he would have a long-term contract in place.
 - After discussion, the committee voted to recommend the permission to sell the truck on a motion by Perkins, seconded by Leggett.
- 5) Hospital Committee meeting
 - Mayor Taylor asked that we have a hospital committee meeting to go over some new information. He asked that 6pm on either the 16th or 19th be considered. Since some members on not on the commission, he would send out an email to see which date would work. He would let everyone know by email also.

Meeting adjourned.

Personnel Committee did not meet.

Commissioner Webb reported for the Education Committee. The committee met on January 10th, the committee discussed the county schools

desegregation suit review, budget amendments for the general fund 141 and the federal projects fund 142, and the school board quarterly financial report.

EDUCATION COMMITTEE

Minutes

January 10, 2023

Present

Wiggins Moore Reeves, M Salmon Webb Rhea

- 1) Fayette County Schools Desegregation Suit Review
 - Tom Minor, Fayette County School attorney, reviewed the status of the desegregation lawsuit and the requirements to ask to end it. Most of the requirements have been met and, at least at partial release from the suit may be possible.
- 2) Budget Amendments – School General Fund 141 and Federal Projects Fund 142
 - Vincent Harvell, Financial Director for Fayette County Schools, reviewed budget amendments for Funds 141 and 142. There was no fund balance changes.
 - After discussion, the committee voted to recommend approval on a motion by Reeves, M , seconded by Rhea.
- 3) School Board Quarterly Financial Report
 - The committee reviewed the quarterly financial report.

Meeting Adjourned.

Commissioner Rice reported for the Criminal Justice and Public Safety Committee. The committee met on January 10th, the committee discussed the Sheriff's report, circuit court budget amendment, Jail disciplinary review board appointments, overdose updates, flock camera update, fire department equipment sale, Oakland and emergency medical service contract, and the sheriff department budget amendment.

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE

**Minutes
January 10, 2023**

Present

Canady Rice Leggett Seals Wiggins Rhea

- 1) Sheriff's Report
 - The committee reviewed the previous month's activity with the Sheriff.
- 2) Circuit Court - Budget Amendment
 - Ed Pulliam, Fayette County Circuit Court Clerk, asked for a budget amendment to funds out of reserve to purchase new computers. No fund balance change.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Canady.
- 3) Jail Disciplinary Review Board Appointments
 - Sheriff Riles forwarded the following names for the Disciplinary Review Board for the Jail:
 - Katherine Allen Sgt. Michael Presson Lt. Ross Wharton
 - Capt. Dale Phillips Capt. James Bailey Chief Frances Turner
 - After discussion, the committee voted to recommend approval of the nominations on a motion by Seals, seconded by Leggett.
- 4) Overdose Update
 - Sheriff Riles reviewed with the committee the upswing in Opioid overdoses in the community.
- 5) Flock Camera Update
 - Sheriff Riles reviewed the progress being made to get permission to use state ROW to install the Flock surveillance cameras.
- 6) Fire Department – Equipment sale
 - Chief Richard Hartfield, Fayette County Fire Department, asked that he be allowed to sell a surplus brush truck.
 - After discussion, the committee voted to recommend approval of the request on a motion by Leggett, seconded by Canady.
- 7) Oakland Fire and Emergency Medical Service Contract
 - Chief Hartfield reported to the committee that he and the Oakland Fire Chief had negotiated a new contract where fire calls between the departments would be automatic and no cost to either department. That medical calls for first responders by Oakland outside of their city limits would be compensated at \$150 per call. The compensation would be similar to the current contract but would allow a more realistic compensation based upon the actual services provided. This is the same proposal reviewed last year by this committee and what was presented to an Oakland City work session last year.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Canady.
- 8) Sheriff Department – Budget Amendment
 - Sheriff Riles asked that reserve funds in Fund 101 be moved to office supplies. No fund balance change.

- After discussion, the committee voted to recommend approval on a motion by Canady, seconded by Seals.

Meeting Adjourned.

Commissioner Steve Reeves reported for the Budget Committee. The committee met on January 10th, the committee discussed several budget amendments made by the County Clerk, Circuit court budget amendment, Public

Works Budget amendment, airport budget amendment, Sheriff budget amendment, school fund budget amendment, animal shelter contract, Oakland fire and emergency medical service contact, fire department equipment sale, solid waste equipment auction, fiscal strength letter for grant programs, budget calendar, county attorney’s contract, and delinquent tax attorney.

BUDGET COMMITTEE

Minutes

January 10, 2023

Present

Perkins	Rice	Webb	Oglesby	Reeves, S
Norton	Sills	Watkins	Goodroe	

- 1) County Clerk – Budget Amendment – Computer Monitors
 - Shana Burch, Fayette County Clerk, asked that reserve funds be moved so that computer monitors can be purchased. No change to fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Oglesby, seconded by Watkins.
- 2) County Clerk – Budget Amendment – Office supplies and forms
 - Ms. Burch asked that reserve funds be moved to purchase office forms and supplies. No change to fund balance.
 - After discussion, the committee recommended approval on a motion by Seals, Rice.
- 3) County Clerk – Budget Amendment – Marriage Records digitizing
 - Ms. Burch asked that reserve funds be moved so that the remaining marriage records can be digitized for distribution. No change to fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Oglesby, seconded by Perkins.
- 4) Circuit Court - Budget Amendment
 - Ed Pulliam, Fayette County Circuit Court Clerk, asked for a budget amendment to funds out of reserve to purchase new computers. No fund balance change.
 - After discussion, the committee voted to recommend approval on a motion by Rice, seconded by Oglesby.
- 5) Public Works Budget Amendment – Fund 131
 - Wayne Dowdy, Fayette County Public Works Superintendent, requested a budget amendment to Fund 131 for the purchase of scales and additional equipment.
 - After discussion, the committee recommended approval on a motion by Sills, seconded by Perkins.
- 6) Airport – Budget Amendment – Virtual Tower
 - Mr. Bliss informed the committee that a system called a “virtual tower”, which counted aircraft landings and identification information was available for \$6,000. This would allow us to more accurately quantify our aircraft and argue for additional funding. This will be eligible for partial reimbursement (90%) once the new airport plan is filed with the state.
 - Mr. Bliss also reported to the committee that his two AC/Heating units needed replacing, for a total of \$20,000

- After discussion the committee, voted to allow the purchase of the Virtual Tower system plus the required funding and the AC/Heating units, on a motion by Norton, seconded by Rice.
- 7) Sheriff Department – Budget Amendment
 - Sheriff Riles asked that reserve funds in Fund 101 be moved to office supplies. No fund balance change.
 - After discussion, the committee voted to recommend approval on a motion by Rice, seconded by Watkins.
 - 8) Budget Amendments – School General Fund 141
 - Vincent Harvell, Financial Director for Fayette County Schools, reviewed budget amendments for Funds 141. There were no fund balance changes.
 - After discussion, the committee voted to recommend approval on a motion by Webb, seconded by Rice.
 - 9) Budget Amendments – School Federal Projects Fund 142
 - Vincent Harvell, Financial Director for Fayette County Schools, reviewed budget amendments for Fund 142. There were no fund balance changes.
 - After discussion, the committee voted to recommend approval on a motion by Webb, seconded by Rice.
 - 10) School Board Quarterly Financial Report
 - The committee reviewed the quarterly financial report.
 - The committee accepted the report on a motion by Rice, seconded by Perkins.
 - 11) Animal Shelter contracts
 - Mayor Taylor reported to the committee that he had not received contracts for the animal shelter yet but was trying to get copies. Once he had them, he would forward them out to the committee, as well as the rest of the Commission.
 - The committee set tentative times to meet for the next meeting for the contracts at 6pm for Health and Welfare, and 6:30 for Budget on January 24th, the night of the Commission meeting.
 - 12) Oakland Fire and Emergency Medical Service Contract
 - Chief Hartfield reported to the committee that he and the Oakland Fire Chief had negotiated a new contract where fire calls between the departments would be automatic and no cost to either department. That medical calls for first responders by Oakland outside of their city limits would be compensated at \$150 per call. The compensation would be similar to the current contract but would allow a more realistic compensation based upon the actual services provided. This is the same proposal reviewed last year by this committee and what was presented to an Oakland City work session last year.
 - After discussion, the committee voted to recommend approval on a motion by Rice, seconded by Norton.
 - 13) Fire Department – Equipment sale
 - Chief Richard Hartfield, Fayette County Fire Department, asked that he be allowed to sell a surplus brush truck.

- After discussion, the committee voted to recommend approval of the request on a motion by Rice, seconded by Sills.
- 14) Solid Waste – Equipment auction
- Terry Chambers, Fayette County Solid Waste Director, asked that he be allowed to sell a truck that was to be used for transporting garbage. The plan was to use in-house labor but finding CDL drivers has proved to be a problem. Prior to any auction or sale, he would have a long-term contract in place.
 - After discussion, the committee voted to recommend the permission to sell the truck on a motion by Goodroe, seconded by Perkins.
- 15) Fiscal Strength Letter for Grant Programs
- Mayor Taylor presented the annual letter on the county’s fiscal strength and the associated policies.
 - After discussion, the committee voted to recommend approval on a motion by Oglesby, seconded by Norton.
- 16) Budget Calendar
- Mayor Taylor presented the annual calendar for this year’s budget process.
 - After discussion, the committee voted to recommend approval on a motion by Sills, seconded by Watkins.
- 17) County Attorney’s Contract
- The committee was presented with a draft contract for the county attorney.
 - After review, the committee recommended acceptance with the additional provision of giving an IRS Form 1099 for any additional work. The motion was by Goodroe, seconded by Rice.
- 18) Delinquent Tax Attorney
- Trustee Charles McNab asked that Bill Rhea of Matthews and Rhea Law Firm be appointed Delinquent Tax Attorney for Calendar Year 2023. The compensation will be 10% of collected taxes, to be paid by the taxpayer and will not reduce any funds to the county.
 - After discussion, the committee voted to recommend approval on a motion by Rice, seconded by Perkins.

Meeting Adjourned.

Commissioner Steve Reeves made the motion to approve the County Clerk’s budget amendment for computer monitors with no change to the fund balance. The motion was seconded by Commissioner Oglesby and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24th day of January, 2023, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

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

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 22/23 Jan-23

<u>Adjustment to Reserve Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
34515	Restricted for Finance	\$ 1,350.00	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:		<u>\$ 1,350.00</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
52500	County Clerk's Office		
	337 Maintenance and Repair- Office Equipment		\$ 1,350.00
	Subtotal-52500	\$ -	\$ 1,350.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		<u>\$ -</u>	<u>\$ 1,350.00</u>
Prior Estimated Expenditures			\$ 24,126,343.76
Total Estimated Expenditures this Amendment			\$ 24,127,693.76
Projected Fund Balance before Amendment			\$ 7,104,649.19
Change in Fund Balance this Amendment			\$ -
Estimated Ending Fund Balance as of June 30, 2023			\$ 7,104,649.19

Commissioner Steve Reeves made the motion to approve the County Clerk's budget amendment for office supplies and forms with no change to the fund balance. The motion was seconded by Commissioner Rice and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24th day of January, 2023, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

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

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 22/23 Jan-23

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34515 Restricted for Finance	\$ 2,000.00	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	\$ 2,000.00	\$ -
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
52500 County Clerk's Office		
349 Printing, Stationary, and Forms		\$ 2,000.00
Subtotal-52500	\$ -	\$ 2,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ -	\$ 2,000.00
Prior Estimated Expenditures		\$ 24,126,343.76
Total Estimated Expenditures this Amendment		\$ 24,128,343.76
Projected Fund Balance before Amendment		\$ 7,104,649.19
Change in Fund Balance this Amendment		\$ -
Estimated Ending Fund Balance as of June 30, 2023		\$ 7,104,649.19

Commissioner Steve Reeves made the motion to approve the County Clerk's budget amendment to digitized the marriage book records with no change to the fund balance. The motion was seconded by Commissioner Salmon and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24th day of January, 2023, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

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

**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 22/23
Jan-23**

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34515 Restricted for Finance	\$ 7,500.00	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	\$ 7,500.00	\$ -
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
52500 County Clerk's Office		
317 Data Processing Services		\$ 7,500.00
Subtotal-52500	\$ -	\$ 7,500.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ -	\$ 7,500.00
Prior Estimated Expenditures		\$ 24,126,343.76
Total Estimated Expenditures this Amendment		\$ 24,133,843.76
Projected Fund Balance before Amendment		\$ 7,104,649.19
Change in Fund Balance this Amendment		\$ -
Estimated Ending Fund Balance as of June 30, 2023		\$ 7,104,649.19

Commissioner Steve Reeves made the motion to approve the Circuit Court Clerk's budget amendment for new computers with no change to the fund

balance. The motion was seconded by Commissioner Norton and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24th day of January, 2023, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

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

**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 22/23
Jan-23**

<u>Adjustment to Reserve Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
34520	Restricted for Administration of Justice	\$ 17,500.00	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:		\$ 17,500.00	\$ -
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
53100	Circuit Court		
709	Data Processing Equipment		\$ 17,500.00
	Subtotal-53100	\$ -	\$ 17,500.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ -	\$ 17,500.00
Prior Estimated Expenditures			\$ 24,126,343.76
Total Estimated Expenditures this Amendment			\$ 24,143,843.76
Projected Fund Balance before Amendment			\$ 7,104,649.19
Change in Fund Balance this Amendment			\$ -
Estimated Ending Fund Balance as of June 30, 2023			\$ 7,104,649.19

Commissioner Steve Reeves made the motion to approve Public Works for the budget amendment the purchase equipment and scales. The motion was seconded by Commissioner Robert Sills and passed unanimously.

FAYETTE COUNTY PUBLIC WORKS DEPARTMENT

115 YANCEY STREET
P.O. BOX 579
SOMERVILLE, TENNESSEE 38068

901-465-5222
FAX 901-465-9105

HANK FRANCK, Chairman
WESLEY PARKS, Secretary
WAYNE DOWDY, Superintendent

RONNIE WILKINS
BILL McCLURE, JR
JAMES M. RIKE

Date: January 4, 2023

To: Mayor Taylor, County Commission

From: Public Works Board, Superintendent

Subject: FY 22-23 Fund 131 Budget Amendment No.2

Please include the attached FY 22-23 Fund 131 Budget Amendment on the Development and Budget Committee Agendas so that it can be considered by the County Commission at their January 24, 2023 meeting.

Thank you.

Wayne Dowdy
Superintendent



FAYETTE COUNTY PUBLIC WORKS DEPARTMENT

115 YANCEY STREET
P.O. BOX 579
SOMERVILLE, TENNESSEE 38068

901-465-5222
FAX 901-465-9105

HANK FRANCK, Chairman
WESLEY PARKS, Secretary
WAYNE DOWDY, Superintendent

RONNIE WILKINS
BILL McCLURE, JR
JIM MAC RIKE

**Public Works Fund 131
22-23 Budget Amendment No. 2**

<u>EXPENDITURES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
68000 Capital Outlay			
714 Highway Equipment	\$250,000		\$650,000
Net Change 68000 (to come from fund balance)	\$250,000		\$2,600,000
Excess of Est. Revenues Over (Under) Est. Expenditures			(\$250,000)
Est. Beginning Fund Balance FY 22-23			\$4,451,052
Est. Ending Fund Balance FY 22-23			\$4,293,926

Commissioner Steve Reeves made the motion to approve the airport budget amendment of a fund balance reduction of \$26,000.00 for virtual tower

and heating units. The motion was seconded by Commissioner Norton and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24th day of January, 2023, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

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

**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 22/23
Jan-23**

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
58220		
Airport		
317 Data Processing Services		\$ 6,000.00
335 Maintenance & Repairs- Building		\$ 20,000.00
Subtotal-58220	\$ -	\$ 26,000.00
 TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ -	\$ 26,000.00
 Prior Estimated Expenditures		\$ 24,126,343.76
Total Estimated Expenditures this Amendment		\$ 24,152,343.76
Projected Fund Balance before Amendment		\$ 7,104,649.19
Change in Fund Balance this Amendment		\$ (26,000.00)
Estimated Ending Fund Balance as of June 30, 2023		\$ 7,078,649.19

Commissioner Steve Reeves stated that they did not have information in the budget for the rent at the airport. The chairman stated it is in the budget committee minutes. Raising the facility rent of T-Hangars from \$255 to \$275, Common Hangar from \$180 to \$200, Tie-Down from \$48 to \$68, the rent has not been raised in 8 eight years. Commissioner Robert Sills made the motion for approval. The motion was seconded by Commissioner Leggett and passed unanimously.

Commissioner Steve Reeves made the motion to approve the Sheriff's budget amendment for office supplies with no change to the fund balance. The motion was seconded by Commissioner Rice and passed unanimously.

RESOLUTION			
BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24th day of January, 2023, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.			
That the General Fund #101 Budget be amended in the following words and figures, to wit:			
COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 22/23 Jan-23			
<u>Adjustment to Reserve Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
34530	Restricted for Public Safety	\$ 1,334.20	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:		\$ 1,334.20	\$ -
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
54110	Sheriff's Department		
	435 Office Supplies		\$ 1,334.20
	Subtotal-54110	\$ -	\$ 1,334.20
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ -	\$ 1,334.20
Prior Estimated Expenditures			\$ 24,126,343.76
Total Estimated Expenditures this Amendment			\$ 24,127,677.96
Projected Fund Balance before Amendment			\$ 7,104,649.19
Change in Fund Balance this Amendment			\$ -
Estimated Ending Fund Balance as of June 30, 2023			\$ 7,104,649.19

Commissioner Steve Reeves made the motion to approve the school's general fund 141 with no change to the fund balance. The motion was seconded by Commissioner Salmon and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24th day of January, 2023, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

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

**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 22/23
Jan-23**

<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
58220	Airport		
317	Data Processing Services		\$ 6,000.00
335	Maintenance & Repairs- Building		\$ 20,000.00
	Subtotal-58220	\$ -	\$ 26,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		<u>\$ -</u>	<u>\$ 26,000.00</u>
Prior Estimated Expenditures			\$ 24,126,343.76
Total Estimated Expenditures this Amendment			\$ 24,152,343.76
Projected Fund Balance before Amendment			\$ 7,104,649.19
Change in Fund Balance this Amendment			\$ (26,000.00)
Estimated Ending Fund Balance as of June 30, 2023			\$ 7,078,649.19

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 5th day of January, 2023, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee.

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

**BOARD OF EDUCATION GENERAL PURPOSE FUND
BUDGET AMENDMENT
F/Y 22/23
January-23**

<u>Adjustment to Reserve Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
		\$ -	\$ -
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:		<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
72120	Health Services		
201	CSH Social Security	\$3,100.00	
201	Social Security		\$1,060.00
204	CSH State Retirement	\$2,000.00	
204	State Retirement		\$2,000.00
207	CSH Medical Insurance		\$3,900.00
207	Medical Insurance		\$1,000.00
212	CSH Employer Medicare Liability		\$147.00
399	CSH Other Contracted Services		\$2,500.00
499	CSH Other Supplies and Materials		\$3,768.00
524	CSH In-Service/Staff Development	\$1,000.00	
599	CSH Other Charges	\$275.00	
735	CSH Health Equipment	\$8,000.00	
	Subtotal 72120	<u>\$14,375.00</u>	<u>\$14,375.00</u>
EXPENDITURE ACCOUNTS:		<u>\$14,375.00</u>	<u>\$14,375.00</u>
Prior Estimated Expenditures			\$ -
Total Estimated Expenditures this Amendment			\$0.00
Projected Undesignated Fund Balance before Amendment			\$ -
Change in Undesignated Fund Balance this Amendment			\$0.00
Estimated Ending Undesignated Fund Balance as of June 30, 2023			\$ -

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 5th day of January, 2023, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee.

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

**BOARD OF EDUCATION GENERAL PURPOSE FUND
BUDGET AMENDMENT
F/Y 22/23
January-23**

<u>Adjustment to Reserve Accounts:</u>			<u>DECREASE</u>	<u>INCREASE</u>
			\$ -	\$ -
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:			<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>			<u>INCREASE</u>	<u>DECREASE</u>
46981 SSA		Other State Revenue: Safe Schools	\$ 92,320.14	
				\$ -
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:			<u>\$ 92,320.14</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>			<u>DECREASE</u>	<u>INCREASE</u>
72130		Other Student Support		
164	SSA	Attendants		\$22,785.00
201	SSA	Social Security		\$1,600.00
204	SSA	State Retirement		\$991.00
207	SSA	Medical Insurance		\$7,000.00
212	SSA	Employer Medicare		\$500.00
399	SSA	Other Contracted Services		\$25,500.00
499	SSA	Other Supplies and Materials		\$9,567.27
790	SSA	Other Equipment		\$10,376.87
		Subtotal 72130	<u>\$0.00</u>	<u>\$78,320.14</u>
72620		Maintenance of Plant		
701		Administration Equipment	\$0.00	\$4,000.00
701	SSA	Administration Equipment		\$10,000.00
		Subtotal 72620	<u>\$0.00</u>	<u>\$14,000.00</u>
EXPENDITURE ACCOUNTS:			<u><u>\$0.00</u></u>	<u><u>\$92,320.14</u></u>
Prior Estimated Expenditures				\$ -
Total Estimated Expenditures this Amendment				\$92,320.14
Projected Undesignated Fund Balance before Amendment				\$ -
Change in Undesignated Fund Balance this Amendment				\$0.00
Estimated Ending Undesignated Fund Balance as of June 30, 2023				\$ -

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 5th day of January, 2023, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee.

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

**BOARD OF EDUCATION GENERAL PURPOSE FUND
BUDGET AMENDMENT
F/Y 22/23
January-23**

<u>Adjustment to Reserve Accounts:</u>			<u>DECREASE</u>	<u>INCREASE</u>
<hr/>			\$ -	\$ -
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:			<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>			<u>INCREASE</u>	<u>DECREASE</u>
<hr/>				\$ -
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:			<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>			<u>DECREASE</u>	<u>INCREASE</u>
72620		Maintenane of Plant		
	701	SSG Administration Equipment	\$27,612.00	
	701	Administration Equipment		\$27,612.00
		Subtotal 72620	<u>\$27,612.00</u>	<u>\$27,612.00</u>
		EXPENDITURE ACCOUNTS:	<u>\$27,612.00</u>	<u>\$27,612.00</u>
Prior Estimated Expenditures				\$ -
Total Estimated Expenditures this Amendment				\$0.00
Projected Undesignated Fund Balance before Amendment				\$ -
Change in Undesignated Fund Balance this Amendment				\$0.00
Grant Estimated Ending Undesignated Fund Balance as of June 30, 2023				\$ -

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 5th day of January, 2023, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee
 That the General Purpose Funds #141 Budget be amended in the following words and figures, to wit:

**BOARD OF EDUCATION GENERAL PURPOSE FUND
 BUDGET AMENDMENT
 F/Y 22/23
 January-23**

<u>Adjustment to Reserve Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
		\$ 2.00	\$ -
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:		<u>\$ 2.00</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
46590 BYB	Other State Education Funds: BYB LEAPS	\$ 33,014.79	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		<u>\$ 33,014.79</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
73300	Community Services		
105 BYB	Supervisor/Director		\$6,249.24
116 BYB	Teachers		\$4,768.00
163 BYB	Aides	\$14,400.00	
189 BYB	Other Salaries and Wages		\$19,250.00
201 BYB	Social Security		\$1,350.81
204 BYB	State Retirement		\$94.64
212 BYB	Employer Medicare		\$316.29
429 BYB	Instructional Supplies and Materials		\$87.81
599 BYB	Other Charges		\$13,300.00
	Subtotal	<u>\$14,400.00</u>	<u>\$45,416.79</u>
99100	Transfers Out		
504 BYB	Indirect Cost		\$2,000.00
	Subtotal 99100	<u>\$0.00</u>	<u>\$2,000.00</u>
EXPENDITURE ACCOUNTS:		<u>\$14,400.00</u>	<u>\$47,416.79</u>
Prior Estimated Expenditures			\$ -
Total Estimated Expenditures this Amendment			\$33,016.79
Projected Undesignated Fund Balance before Amendment		Grant	\$ -
Change in Undesignated Fund Balance this Amendment			\$0.00
Estimated Ending Undesignated Fund Balance as of June 30, 2023			\$ -

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 5th day of January, 2023, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee.

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

**BOARD OF EDUCATION GENERAL PURPOSE FUND
BUDGET AMENDMENT
F/Y 22/23
January-23**

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
	\$ -	\$ -
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	<u>\$ 2.00</u>	<u>\$ -</u>
	\$ 2.00	\$ -
<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
46590 CCLC Other State Education Funds - 21st Century	\$ 83,307.15	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	<u>\$ 83,307.15</u>	<u>\$ -</u>
	\$ 83,307.15	\$ -
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
73300 Community Services		
105 CCLC Supervisor/Director		\$6,493.90
116 CCLC Teachers	\$52,547.50	
163 CCLC Educational Assistants		\$18,450.00
189 CCLC Other Salaries and Wages		\$33,275.00
201 CCLC Social Security		\$60.20
204 CCLC State Retirement	\$1,753.62	
212 CCLC Employer Medicare		\$14.82
399 CCLC Other Contracted Services		\$18,900.00
429 CCLC Instructional Supplies and Materials		\$4,942.19
499 CCLC Other Supplies and Materials		\$4,000.00
599 CCLC Other Charges		\$36,800.00
790 CCLC Other Equipment		\$674.16
Subtotal 73300	<u>\$54,301.12</u>	<u>\$123,610.27</u>
	\$54,301.12	\$123,610.27
99100 Transfers Out		
504 CCLC Indirect Costs		\$14,000.00
Subtotal 99100	<u>\$0.00</u>	<u>\$14,000.00</u>
	\$0.00	\$14,000.00
EXPENDITURE ACCOUNTS:	<u>\$54,301.12</u>	<u>\$137,610.27</u>
	\$54,301.12	\$137,610.27
Prior Estimated Expenditures		\$ -
Total Estimated Expenditures this Amendment		\$83,309.15
Projected Undesignated Fund Balance before Amendment		\$ -
Change in Undesignated Fund Balance this Amendment		\$0.00
Estimated Ending Undesignated Fund Balance as of June 30, 2023		\$ (0.00)

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 5th day of January, 2023, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee.

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

**BOARD OF EDUCATION GENERAL PURPOSE FUND
BUDGET AMENDMENT
F/Y 22/23
January-23**

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
_____	\$ -	\$ -
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
46515 VOL Early Childhood Education		\$ 154.46
_____		\$ -
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	<u>\$ -</u>	<u>\$ 154.46</u>
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
73400 Early Childhood Education		
207 VOL Medical Insurance	\$8,744.46	
207 Medical Insurance		\$8,590.00
Subtotal 73400	<u>\$8,744.46</u>	<u>\$8,590.00</u>
EXPENDITURE ACCOUNTS:	<u>\$8,744.46</u>	<u>\$8,590.00</u>
Prior Estimated Expenditures		\$ -
Total Estimated Expenditures this Amendment		-\$154.46
Projected Undesignated Fund Balance before Amendment		\$ -
Change in Undesignated Fund Balance this Amendment		\$0.00
Estimated Ending Undesignated Fund Balance as of June 30, 2023		\$ (0.00)

Commissioner Steve Reeves made the motion to approve the school's federal project fund amendment 142. The motion was seconded by Commissioner Perkins and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 5th day of January, 2023, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee:

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

**BOARD OF EDUCATION FEDERAL FUND
BUDGET AMENDMENT
F/Y 22/23
January-23**

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
	\$ -	\$ -
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
47141 176 Title I Grants to Local Education Agencies	\$ 187,500.00	\$ -
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	<u>\$ 187,500.00</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
71100 Regular Instruction Program		
176 189 Other Salaries and Wages		\$84,000.00
176 201 Social Security		\$5,208.00
176 204 State Retirement		\$8,652.00
176 207 Medical Insurance		\$14,000.00
176 212 Employer Medicare		\$1,218.00
Subtotal 71100	<u>\$0.00</u>	<u>\$113,078.00</u>
72130 Other Student Support		
176 499 Other Supplies and Materials		\$1,000.00
176 599 Other Charges		\$500.00
Subtotal 72130	<u>\$0.00</u>	<u>\$1,500.00</u>
72210 Support Services/Regular Instruction Program		
176 188 Bonus Payments		\$7,600.00
176 201 Social Security		\$471.20
176 204 State Retirement		\$782.80
176 212 Employer Medicare		\$110.20
176 399 Other Contracted Services		\$61,757.80
Subtotal 72210	<u>\$0.00</u>	<u>\$70,722.00</u>
99100 Transfers Out		
176 504 Indirect Costs		\$2,200.00
Subtotal 99100	<u>\$0.00</u>	<u>\$2,200.00</u>
EXPENDITURE ACCOUNTS:	<u>\$0.00</u>	<u>\$187,500.00</u>
Prior Estimated Expenditures		\$ -
Total Estimated Expenditures this Amendment		\$187,500.00
Projected Undesignated Fund Balance before Amendment		\$ -
Change in Undesignated Fund Balance this Amendment		\$0.00
Estimated Ending Undesignated Fund Balance as of June 30, 2022		\$ -

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 5th day of January, 2023, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee

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

**BOARD OF EDUCATION FEDERAL FUND
BUDGET AMENDMENT
F/Y 22/23
January-23**

<u>Adjustment to Reserve Accounts:</u>			<u>DECREASE</u>	<u>INCREASE</u>
			\$ -	\$ -
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:			<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>			<u>INCREASE</u>	<u>DECREASE</u>
47590	940	Federal Funds		\$ 81,256.46
				\$ -
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:			<u>\$ -</u>	<u>\$ 81,256.46</u>
<u>Adjustment to Expenditure Accounts:</u>			<u>DECREASE</u>	<u>INCREASE</u>
72120 Health Services				
188	940	Bonus Payments	\$10,000.00	
207	940	Medical Insurance	\$16,000.00	
348	940	Postal Charges	\$1,000.00	
399	940	Other Contracted Services		\$6,000.00
413	940	Drugs and Medical Supplies		\$4,440.00
735	940	Health Equipment	\$4,846.46	
790	940	Other Equipment	\$480.00	
Subtotal 72120			<u>\$32,326.46</u>	<u>\$10,440.00</u>
72130 Other Student Support				
499	940	Other Supplies and Materials		\$15,213.30
Subtotal 72130			<u>\$0.00</u>	<u>\$15,213.30</u>
72610 Operation of Plant				
160	940	Guards	\$35,000.00	
201	940	Social Security	\$1,370.00	
204	940	State Retirement	\$1,400.00	
207	940	Medical Insurance	\$6,000.00	
212	940	Employer Medicare	\$600.00	
Subtotal 72610			<u>\$44,370.00</u>	<u>\$0.00</u>
76100 Regular Capital Outlay				
706	940	Building Construction	\$30,213.30	
Subtotal 76100			<u>\$30,213.30</u>	<u>\$0.00</u>
EXPENDITURE ACCOUNTS:			<u>\$106,909.76</u>	<u>\$25,653.30</u>
Prior Estimated Expenditures				\$ -
Total Estimated Expenditures this Amendment				-\$81,256.46
Projected Undesignated Fund Balance before Amendment				\$ -
Change in Undesignated Fund Balance this Amendment				\$0.00
Grant Ending Undesignated Fund Balance as of June 30, 2023				\$ (0.00)

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 5th day of January, 2023, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee

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

**BOARD OF EDUCATION FEDERAL FUND
BUDGET AMENDMENT
F/Y 22/23
January-23**

<u>Adjustment to Reserve Accounts:</u>			<u>DECREASE</u>	<u>INCREASE</u>
			\$ -	\$ -
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:			<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>			<u>INCREASE</u>	<u>DECREASE</u>
47590	710	Other State Education Funds	\$ 45,167.10	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:			<u>\$ 45,167.10</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>			<u>DECREASE</u>	<u>INCREASE</u>
72130		Community Services		
105	710	Supervisor/Director	\$1,847.55	
130	710	Social Workers		\$3,775.00
189	710	Other Salaries and Wages		\$2,890.64
201	710	Social Security		\$892.00
204	710	State Retirement	\$3,195.00	
207	710	Medical insurance		\$2,172.00
212	710	Employer Medicare		\$152.00
307	710	Communications		\$2,500.00
355	710	Travel		\$1,350.00
399	710	Other Contracted Services		\$7,000.00
499	710	Other Supplies and Materials		\$15,060.01
524	710	In-service/ Staff Development		\$1,235.00
599	710	Other Charges		\$1,183.00
		Subtotal 72130	<u>\$5,042.55</u>	<u>\$38,209.65</u>
99100		Transfers Out		
504	710	Indirect Costs		\$12,000.00
		Subtotal 99100	<u>\$0.00</u>	<u>\$12,000.00</u>
EXPENDITURE ACCOUNTS:			<u>\$5,042.55</u>	<u>\$50,209.65</u>
Prior Estimated Expenditures				\$ -
Total Estimated Expenditures this Amendment				\$45,167.10
Projected Undesignated Fund Balance before Amendment				\$ -
Change in Undesignated Fund Balance this Amendment				\$0.00
Estimated Ending Undesignated Fund Balance as of June 30, 2023				\$ -

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, on this 5th day of January 2023, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee.

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

BOARD OF EDUCATION FEDERAL FUND BUDGET AMENDMENT F/Y 22/23 Jan-23

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
	\$ -	\$ -
<hr/>		
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	<u>\$ -</u>	<u>\$ -</u>
<hr/>		
<u>Adjustment to Revenue Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
47590 941 Resilient School Communities Grant		\$ 149,505.40
		<u>\$ -</u>
<hr/>		
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	<u>\$ -</u>	<u>\$ 149,505.40</u>
<hr/>		
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>72130</u> <u>Other Student Support</u>		
189 941 Other Salaries & Wages		\$ 18,700.00
201 941 Social Security		\$ 1,160.00
204 941 State Retirement		\$ 1,626.00
212 941 Employer Medicare		\$ 272.00
399 941 Other Contracted Services		\$ 20,000.00
499 941 Other Supplies & Materials		\$ 2,000.00
790 941 Other Equipment		\$ 14,500.00
Subtotal-72130	<u>\$ -</u>	<u>\$ 58,258.00</u>
<hr/>		
<u>72210</u> <u>Support Services/Regular Instruction</u>		
189 941 Other Salaries & Wages		\$ 61,750.00
201 941 Social Security		\$ 3,829.00
204 941 State Retirement		\$ 3,960.00
212 941 Employer Medicare		\$ 896.00
499 941 Other Supplies and Materials		\$ 6,162.40
524 941 In-Service/Staff Development		\$ 14,650.00
Subtotal-72210	<u>\$ -</u>	<u>\$ 91,247.40</u>
<hr/>		
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 149,505.40
<hr/>		
Prior Estimated Expenditures		\$ -
Total Estimated Expenditures this Amendment		\$ 149,505.40
Projected Undesignated Fund Balance before Amendment		\$ -
Change in Undesignated Fund Balance this Amendment		\$ -
Estimated Ending Undesignated Fund Balance as of June, 2023		\$ -

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 5th day of January, 2023, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee.

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

**BOARD OF EDUCATION FEDERAL FUND
BUDGET AMENDMENT
F/Y 22/23
January-23**

<u>Adjustment to Reserve Accounts:</u>			<u>DECREASE</u>	<u>INCREASE</u>
			\$ -	\$ -
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:			<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>			<u>INCREASE</u>	<u>DECREASE</u>
47404	701	American Rescue Plan Act - Grant #4	\$ 0.25	
				\$ -
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:			<u>\$ 0.25</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>			<u>DECREASE</u>	<u>INCREASE</u>
72130 Other Student Support				
399	701	Other Contracted Services		\$0.04
		Subtotal 72130	50.00	50.04
72210 Regular Instruction Program				
201	701	Social Security		\$46.50
204	701	State Retirement		\$30.03
212	701	Employer Medicare	\$66.32	
355	701	Travel		\$590.00
399	701	Other Contracted Services	\$900.00	
499	701	Other Supplies and Materials	\$100.00	
599	701	Othre Charges	\$0.00	400.00
		Subtotal 72210	\$1,066.32	\$1,066.53
EXPENDITURE ACCOUNTS:			<u>\$1,066.32</u>	<u>\$1,066.57</u>
Prior Estimated Expenditures				\$ -
Total Estimated Expenditures this Amendment				\$0.25
Projected Undesignated Fund Balance before Amendment				\$ -
Change in Undesignated Fund Balance this Amendment				\$0.00
Estimated Ending Undesignated Fund Balance as of June 30, 2023				\$ -

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 5th day of January, 2023, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee.

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

**BOARD OF EDUCATION FEDERAL FUND
BUDGET AMENDMENT
F/Y 22/23
January-23**

<u>Adjustment to Reserve Accounts:</u>			<u>DECREASE</u>	<u>INCREASE</u>
			\$ -	\$ -
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:			<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>			<u>INCREASE</u>	<u>DECREASE</u>
47149	190	Education for Homless Children and Youth		\$ 29,285.79
				\$ -
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:			<u>\$ -</u>	<u>\$ 29,285.79</u>
<u>Adjustment to Expenditure Accounts:</u>			<u>DECREASE</u>	<u>INCREASE</u>
72130 Other Student Support				
189	190	Other Salaries and Wages	\$1,200.00	
201	190	Social Security	\$74.00	
204	190	State Retirement	\$124.00	
212	190	Employer Medicare	\$18.00	
499	190	Other Supplies and Materials	\$11,570.43	
599	190	Other Charges	\$6,000.00	
Subtotal 72130			<u>\$18,986.43</u>	<u>\$0.00</u>
72210 Support Services/Regular Instruction Program				
524	190	In-Service/Staff Development	\$2,000.00	
599	190	Other Charges	\$7,500.00	
Subtotal 72210			<u>\$9,500.00</u>	<u>\$0.00</u>
99100 Transfers Out				
504	190	Indirect Cost	\$799.36	
Subtotal 99100			<u>\$799.36</u>	<u>\$0.00</u>
EXPENDITURE ACCOUNTS:			<u>\$29,285.79</u>	<u>\$0.00</u>
Prior Estimated Expenditures				\$ -
Total Estimated Expenditures this Amendment				-\$29,285.79
Projected Undesignated Fund Balance before Amendment				\$ -
Change in Undesignated Fund Balance this Amendment				\$0.00
Estimated Ending Undesignated Fund Balance as of June 30, 2023				\$ -

Commissioner Steve Reeves made the motion to approve the Fire and First Responder contract which did pass Criminal Justice and Public Safety Committee and the Budget Committee. The motion was seconded by Commissioner Rice. Commissioner Wiggins stated that in addition to being a County Commissioner he

is also the Vice Mayor of Oakland and that this will come before him on a different board. He has gotten advise from the County Attorney, the County Mayor, Oakland's attorney and Oakland's Mayor, he has no conflict in this matter but if one should arrive in the future, he would like to have a roll call vote in this matter. With Commissioner's Terrye Canady, David Crislip, Tim Goodroe, Steve Laskoski, Terry Leggett, Win Moore, Jim Norton, Claude Oglesby, Tommy Perkins, Mike Reeves, Steve Reeves, Matt Rhea, Elizabeth Rice, Betty Salmon, Ray Seals, Robert Sills, Larry Watkins, and David Webb. Commissioner Adrian Wiggins abstained. With (18) eighteen Commissioner's voting yes and (1) one abstaining the motion passed.

*ROLL CALL
FAYETTE COUNTY BOARD OF COMMISSIONERS*

	<i>YES</i>	<i>NO</i>	<i>Contract ABSTAIN</i>
<i>Canady, Terrye</i>			
<i>Crislip, David</i>			
<i>Goodroe, Tim</i>			
<i>Laskoski, Steve</i>			
<i>Leggett, Terry</i>			
<i>Moore, Win</i>			
<i>Norton, Jim</i>			
<i>Oglesby, Claude</i>			
<i>Perkins, Tommy</i>			
<i>Reeves, Mike</i>			
<i>Reeves, Steve</i>			
<i>Rhea, Matt</i>			
<i>Rice, Elizabeth</i>			
<i>Salmon, Betty</i>			
<i>Seals, Ray</i>			
<i>Sills, Robert</i>			
<i>Watkins, Larry</i>			
<i>Webb, David</i>			
<i>Wiggins, Adrian</i>			
<i>Total</i>	18		



Fayette County Fire Department

Richard Hartfield, Fire Chief

Response Terms agreed upon between the City of Oakland and Fayette County. This agreement shall start on _____ and will continue until one party exercises an option to terminate the agreement. The requesting party shall give the other party six (6) month's notice of termination. Any fees due to either party shall be paid if incurred during the term of this agreement.

FIRE

All Fire related calls to include, but not limited to, Structure Fires, Grass Fires, Fire Alarms, Gas Leaks, Rescues, Vehicle Fires, and Service Calls are part of Automatic Aid. This agreement allows both departments to adhere to NFPA 1710/1720 and ISO requirements.

This agreement between these two entities state that both Oakland Fire and Fayette Co. Fire will automatically aid each other in any fire/emergency (non-Medical) response needs without any monetary obligations.

During any Fire related call, the requesting entity will strive to release the responding entity from the scene as soon as possible, in order to return them to their station to assure proper coverage.

If at any time, the city/town dept. is on a Structure Fire, in the county district or within their town/city limits, the Fayette County Fire dept, if needed, will move up the closest station to cover the town limits until the city/town fire department can return to service.

MEDICAL

Fayette County to pay \$150.00 per medical response to the responding entity outside their city/town limits. This is to include Motor Vehicle Crashes (MVCs). This figure will cover all manpower, fuel, maintenance, and other costs associated with a medical response.

Medical Alarms and Lift Assists will be paid, in response to medical treatment, when hands-on patient contact is made.

Records

A detailed run data sheet will be provided quarterly from the responding entity to Fayette County Fire Chief Richard Hartfield for verification of data and to authorize payment for services. Payments will be made quarterly.

Rhea Taylor, County Mayor

H. Michael Brown, Oakland Mayor

Richard Hartfield, Fayette County Fire Chief

Steve Walls, Oakland Fire Chief

Commissioner Steve Reeves made the motion to approve the Fire Department surplus sale of equipment. The motion was seconded by Commissioner Oglesby and passed unanimously.

TENNESSEE INSURANCE IDENTIFICATION CARD

COMPANY NUMBER	COMPANY	<input checked="" type="checkbox"/> COMMERCIAL	<input type="checkbox"/> PERSONAL
19720	AMERICAN ALTERNATIVE INSURANCE CORPORATION		
POLICY NUMBER		EFFECTIVE DATE	EXPIRATION DATE
VFISCM1055045		07-01-2018	07-01-2019
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER	
1994	CHEVY BRUSH VEH	1GCFK24HORZ256356	
AGENCY/COMPANY ISSUING CARD			
VFIS			
183 LEADER HEIGHTS ROAD, YORK, PA 17402			
(800)233-1957			

INSURED
FAYETTE COUNTY
PO BOX 218
SOMERVILLE, TN 38068-0000

An Insurance Policy Has Been Issued that Meets
Requirements of Tennessee Financial Responsibility Law of 1977.
SEE IMPORTANT NOTICE ON REVERSE SIDE

Commissioner Steve Reeves made the motion to approve Solid Waste surplus sale of equipment. The motion was seconded by Commissioner Perkins and passed unanimously.

Memorandum

To: Health and Welfare Committee
From: Fayette County Solid Waste – Terry Chambers
Date: 1/5/2023
Re: 2012 Freightliner Cascadia Day Cab

Requesting approval to sell 2012 Freightliner Cascadia Day Cab.

VIN: 1FUJGEBGXCSBM5834

183,000 Miles

Terry Chambers

CONFIDENTIAL

1

Commissioner Steve Reeves made the motion to approve the fiscal strength and efficient government fiscal confirmation letter. The chairman stated that this was basically explaining what takes place if the county has debt issues and the way the county would proceed with the budget. This letter is confirmation with

Comptroller office and a stipulation to apply for grants. The motion was seconded by Commissioner Oglesby and passed unanimously.

**Fiscal Strength and Efficient Government Fiscal Confirmation Letter
ThreeStar Program requirements**

This document confirms that Fayette County has taken the following actions in accordance with the requirements of the ThreeStar Program:

- The county mayor has reviewed with the county commission at an official meeting the county's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the county's debt management policy.
- The county mayor and county commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt the county must go through the process of assessing the county's cash flow. This is done to evaluate the county's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed issuance of debt.
- The county mayor and county commission acknowledge that all county offices are required to have documented system of internal controls (TCA Section 9-18-102).

Debt Management Policy

This is an acknowledgement that the Debt Management Policy of Fayette County is on file with the Office of the Comptroller of the Treasury and was reviewed with the members of the Fayette County Commission present at the meeting held on the 27th day of January 2023.

___ Minutes of this meeting have been included as documentation of this agenda item.

Annual Cash Flow Forecast

This is an acknowledgement that prior to the issuance of debt an annual cash flow forecast was prepared for the appropriate fund and submitted to the Comptroller's office and was reviewed with the members of the Fayette County Commission present at the meeting held on the 27th day of January 2023.

___ Minutes of this meeting have been included as documentation of this agenda item.

Confirmation of Documented Internal Controls Requirement

This is an acknowledgement that the Fayette County Commission understands that all county offices are required to develop a documented system of internal control for all offices, funds, and departments under the authority and administration of the elected officials of Fayette County in compliance with Section 9-18-102(a), Tennessee Code Annotated.

___ Minutes of this meeting have been included as documentation of this agenda item.

Acknowledged this 27th day of January, 2023.

County Mayor/Executive Name

Signature

Commissioner Steve Reeves made the motion to approve the budget calendar for the fiscal year 2023-2024. The motion was seconded by Commissioner Norton and passed unanimously.

**FAYETTE COUNTY BUDGET CALENDAR FOR
THE 2023-2024 BUDGET PROCESS**

March 1	Budget Packets are delivered to Directors and Elected Officials, and Notices to Public Works Board, Board of Education, and Non-Profits
March 31	Budgets, except for the School Board Due back to the County Mayor's Office
April 11	Budget Committee -hears non-profit requests
April 25	Budget Proposal presented to full County Commission
May 1	School Board Budget to County Mayor's Office (TCA 5-9-402(d)(4))
May 5:30 pm	County Commission Committee budget review -department heads and elected officials address committees May 1 -- Safety May 2 -- Health/Welfare May 4 -- Development May 8 -- Education May 9 -- Budget May 16 -- Budget (if needed)
May 23	Budget Committee presents budget to Commission -preliminary analysis and Q+A
May 31	Public Notices are advertised
June 20	Joint Committee of Commissioners to Review Budget
June 27	County Commission votes on budget and sets tax levy

-Budget Calendar and procedures follow TCA 5-9-402 and TCA 5-9-404 requirements

PROCEDURES FOR FAYETTE COUNTY BUDGET 2023-2024

1. The following procedures are adopted for all of Fayette County's departments except for the Fayette County Public Schools (FCPS). The procedures for FCPS are enumerated in TCA 5-9-402 and will be followed without modification.
2. All budgets will be calculated under prior year's revenues, unless that department or agency has documented proof of additional targeted revenue for the 2023-24 budget year.
3. Requested merit salary adjustments and additional positions must be included with the submitted budgets. Compensation adjustments may be suggested, but will not be used when submitting recommended budgets to the committees. Compensation adjustments will be considered by the Budget Committee and recommended after all budgets and their requirements have been reviewed.
4. According to the Deadlines in the Budget Calendar for 2023-24, Budgets will be submitted to the County Mayor for review, which will then be submitted to the appropriate committee.
5. School Board budget will be reviewed by the Education Committee with recommendations to the Budget Committee.
6. Each committee will review their submitted budgets, make recommendations on revenue and expenditure requests, and forward the recommendations on to the Budget Committee.
7. The Budget Committee will review the recommendations from all committees
 - a. **For ALL departments and offices except the School Board**, proposed budgets shall be submitted by April 1.
 - i. The Budget Committee shall vote upon the proposed budget and shall notify the department, commission, institution, board, office, or agency whether the county budget committee approves, rejects or modifies the proposed budget;
 - ii. If approved as presented, the Budget Committee shall forward the proposed budget to the County Commission for consideration; or
 - iii. If rejected or modified, the department, commission, institution, board, office, or agency may submit a revised budget proposal to the Budget Committee no later than ten (10) business days after receipt of notice that the budget proposal was rejected or modified;
 - b. **The School Board**
 - i. This summary of required dates and responsibilities is laid out in TCA 5-9-402 and 5-9-404, and is simply a restatement. This is included for clarity and simplicity only, and does not change the requirements adopted by the Tennessee legislature. This summary does not modify the established timeline for Fayette County Schools.
 - ii. Shall submit a proposed budget to the County Mayor for the Education and Budget Committees by May 1; provided that, the School Board may amend the proposed budget after May 1 (TCA 5-9-402(d)(4));

- iii. No later than June 1, the Budget Committee shall vote upon the proposed budget and shall notify the School Board whether the county budget committee approves or rejects the School Board's proposed budget (TCA 5-9-402(d)(5));
1. If approved, the proposed budget will be forwarded to the County Commission for consideration; or
 2. If rejected, the School Board shall submit a revised budget proposal to the Budget Committee within ten (10) business days after receipt of notice that the budget proposal was rejected;
 3. If the Budget Committee rejects the first and second budget proposals, then the third and any subsequent proposals shall be delivered directly to the county legislative body which shall approve or reject the proposal; and if rejected, the School Board shall submit another revised budget proposal to the county legislative body within ten (10) business days after receipt of notice that the budget proposal was rejected.
8. If the County Commission and the School Board fail to agree upon a budget for the county department of education by August 31, then, by operation of law, the budget for the School Board shall be equal to the minimum budget required to comply with the local match and maintenance of effort provisions of the BEP (TCA 5-9-404(c)).

Commissioner Steve Reeves stated that the county attorney's contract went before budget with the request that the Form 1099 IRS form for additional work. Commissioner Steve Reeves made the motion for approval. The motion was seconded by Commissioner Robert Sills. Commissioner Leggett stated that he

had a issue with paying \$84,000.00 a year for an attorney that is part-time and to go to court to sit second seat. The chairman stated that outside help is hired when the expertise is needed. Mr. Rick Rosser spoke to the board about the pending cases and cases that have been closed. Question was called, Commissioner Leggett stated that he was not belittling the job that he does he just didn't agree with the additional pay per hour to go to court when that is part of what he is already being paid. Commissioner Laskoski asked that if the chairman could share with the committee the monthly reports from the attorney. The chairman stated that he could. The motion passed with two no's.

LEGAL SERVICES AGREEMENT FOR COUNTY ATTORNEY

THIS AGREEMENT dated January __, 2023 is between FAYETTE COUNTY ("County") and (name of the elected) ("County Attorney").

WITNESSETH:

WHEREAS, pursuant to Private Act of 1947 Chapter 5, the Fayette County Commission ("Commission") has elected (name of the elected) to the office of County Attorney; and

WHEREAS the County desires to set forth the terms of the Agreement between the County Attorney and the County to serve as the County Attorney for Fayette County;

IN CONSIDERATION of the mutual agreements contained herein, the County Attorney and the County state as follows:

1. DUTIES: It shall be the duty of the County Attorney to advise with the County Mayor and other County Officials concerning legal issues that pertain to their respective offices and shall prepare and render written legal opinions to all County Officials pertaining to the performance of their official duties. The County Attorney shall also render legal opinions and provide legal advice to the County Mayor and County Commission in regard to the issuance and sale of county bonds and shall execute and prepare all documents pertaining thereto as required by the County Commission or the County Mayor. The County Attorney shall also attend full monthly County Commission meetings and the associated committee meetings. The County Attorney may be asked to provide advice on, but not limited to, the following areas of legal expertise:
 - a. Employment and Labor law
 - b. Environmental Law
 - c. Contract Law
 - d. Real Estate Law
 - e. Robert's Rule of Order
 - f. County and municipal specific law
2. COMPENSATION: The County Attorney's annual salary for performing the duties outlined in Paragraph 1 above shall be \$84,000 per year to be paid in biweekly installments. The annual salary stated above for the County Attorney includes payment for attending County Commission full monthly meetings and associated committee meetings.
3. SERVICES NOT COVERED UNDER DUTIES (Paragraph 1):
 - a. The County may opt to retain the services of an attorney other than the County Attorney to provide legal services that are determined by the County to be outside the County Attorney's duties as defined in Paragraph 1 above.
 - b. The County, by vote of the County Commission, may opt to retain the services of the County Attorney to provide legal services that are outside the scope of the County Attorney's duties, as defined in Paragraph 1 above. In circumstances that require action prior to the next regularly scheduled County Commission meeting, the County Mayor may opt to retain the services of the County Attorney for services beyond those defined in Paragraph 1, but shall receive an

affirmative vote by the County Commission at its next regularly scheduled meeting for those services to continue. In the event the County opts to retain the services of the County Attorney to perform duties outside of those defined in Paragraph 1 above, the County shall:

- i. compensate the County Attorney for said services at a rate of \$162.84 per hour, which amount shall be paid in addition to the County Attorney's salary, which is set forth in Paragraph 2 above.
 - ii. The County Attorney shall be paid for his additional services within thirty (30) days of his office submitting a bill to the County Mayor's Office.
 - iii. The County shall reimburse the County Attorney for all out-of-pocket expenses he incurred on behalf of the County, not to exceed \$250 without written authorization from the County Mayor
 - iv. The County Attorney shall be considered a contractor for additional services that differ from his advisory role and will be compensated as other legal practitioners would be for those services.
4. CONFLICTS: If a conflict of interest, as it is defined by the Tennessee Supreme Court Rules of Professional Conduct arises, the County Attorney shall recuse himself. The County Attorney shall apprise the County Mayor immediately if a conflict of interest arises.
 5. AREAS OUTSIDE EXPERTISE: The County Attorney may decline to accept an additional case outside his ability to defend in the private act but must provide assistance to any counsel hired by the County.
 6. REMOVAL: The parties agree that this Agreement shall be void, and the County Attorney shall forfeit his office if he knowingly or willingly commits misconduct in office or knowingly or willingly neglects to perform any duty enjoined upon him by this Agreement or the laws of this State or in the event that he commits a crime involving moral turpitude.
 7. TERM: The term of this agreement shall begin on January __, 2023 and ending the 4th Tuesday of January 2024, or until his successor is elected and qualified. This Agreement shall not automatically be renewed at its conclusion.
 8. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between the County and the County Attorney and supersedes all prior agreements, understanding, negotiations, and correspondence between the County Attorney and the County concerning service as County Attorney.

THEREFORE, because the County and County Attorney intend to be legally bound each has executed this Agreement on the date indicated below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BY: _____

Rhea Taylor, County Mayor

DATE:

_____, Attorney

DATE:

Commissioner Steve Reeves made the motion to approve the Animal Shelter architect contract and construction manager contract. The motion was seconded by Commissioner Robert Sills and passed unanimously.

At the table was a budget amendment for fund 122 Drug Fund. This comes from the Sheriff's office, he is requesting to use some of the funds for night protection equipment and helmets. Commissioner Leggett made the motion for approval. The motion was seconded by Commissioner Norton and passed unanimously.

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 22/23 Jan-23			
<u>Adjustment to Reserve Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
34520	Restricted for Admin of Justice	\$ 46,468.00	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:		<u>\$ 46,468.00</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
54900	Other Public Safety (Sheriff's Shop)		
431	Law Enforcement Supplies		\$ 46,468.00
	Subtotal-54900	\$ -	\$ 46,468.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		<u>\$ -</u>	<u>\$ 46,468.00</u>
Prior Estimated Expenditures			\$ 24,126,343.76
Total Estimated Expenditures this Amendment			\$ 24,172,811.76
Projected Fund Balance before Amendment			\$ 7,104,649.19
Change in Fund Balance this Amendment			\$ -
Estimated Ending Fund Balance as of June 30, 2023			\$ 7,104,649.19

Mr. Bliss addressed the board about next air show. Instead of doing just a one (1) day air show, they are looking forward to a two (2) day air show, with more performers and acts. He stated that he was asking for support to insure the contract, this will also be part of the fee. The deposit is \$15,000.00 for deposits with a deadline of February 1st. Commissioner Laskoskie made the motion for approval. The motion was seconded by Commissioner Leggett and passed unanimously.

A client attorney meeting was called. The meeting was called back to order with Commissioner Reeves making the motion to approve \$10,000.00 cap for ongoing litigation. The motion was seconded by Commissioner Salmon and passed unanimously.

Commissioner Goodroe stated that he had been approached in regards to the Fire Department training center. They have been looking for a new location. It would benefit financially for the county and with the high school if the new center be placed on the property that was bought by the county on Yum Yum Road beside the Fayette County Health Department.

With no further business before the board the meeting was adjourned.

Rhea Taylor, County Mayor

ATTEST:

Shana N. Burch, County Clerk