

CITY OF WHITE HOUSE
Agenda
Board of Mayor and Alderman Meeting
July 18, 2013
7:00 p.m.

1. Call to Order by the Mayor
2. Prayer / Pledge
3. Roll Call
4. Adoption of the Agenda
5. Approval of Minutes of the June 20, 2013 meeting.
6. Welcome Visitors
7. Public Hearings
 - a. None
8. Communication from Mayor, Aldermen, and City Administrator
9. Acknowledge Reports

A. General Government	E. Wastewater	H. Library
B. Police	F. Planning and Codes	I. Court Clerk
C. Fire	G. Parks	J. Monthly Financial Summary
D. Public Works		
10. Consideration of the Following Resolutions:
 - a. **Resolution 13-11:** A resolution requesting assistance from the Tennessee Emergency Communications Board, Department of Commerce and Insurance.
11. Consideration of the Following Ordinances:
 - a. None
12. Finance
 - a. To approve or reject the purchase of a T4030 New Holland tractor from Dickson County Equipment for \$36,526.27. The Public Services Director recommends approval.
 - b. To approve or reject the Wastewater single source requests for FY 2013 - 2014. The Public Services Director recommends approval.
 - c. To approve or reject the purchase of a Ford Explorer from Ford of Murfreesboro for \$24,559. The Finance Director recommends approval.
 - d. To approve or reject the 2013 - 2018 paving and roadway repair contract with Sessions Paving Company for \$418,327.50 and the alternate #1 of for the milling of Charles Drive for \$6,020.00 which is based on a per unit price of \$6.80 per yard and an approximate yardage requirement of 700 yards. The Public Services Director recommends approval.

- e. To approve or reject authorizing City Administrator, Gerald Herman, to enter into contract with HFR Design, Inc. for design services for the new library. The City Administrator recommends approval.

13. Other Business

- a. Board Appointments

14. Discussion Items

- a. None

15. Other Information

- a. None

16. Adjournment

CITY OF WHITE HOUSE
Minutes
Board of Mayor and Alderman Meeting
June 20, 2013
7:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 7:00 pm.

2. Prayer / Pledge

Prayer and Pledge to the American Flag was led by Ald. Bibb.

3. Roll Call

Ald. Bibb - Present; Ald. Decker - Present; Ald. Hutson - Present; Ald. Paltzik - Present; Mayor Arnold - Present; **Quorum - Present**

4. Adoption of the Agenda

Motion was made by Ald. Bibb, second by Ald. Paltzik to adopt the agenda. A voice vote was called for with all members voting aye. **Motion passed.**

5. Approval of Minutes of the May 16, 2013 meeting.

Motion was made by Ald. Hutson, second by Ald. Decker to approve the minutes. A voice vote was called for with all members voting aye. **Motion passed.**

6. Welcome Visitors

Mayor Arnold welcomed all visitors.

7. Public Hearings

- a. **Ordinance 13-05:** An ordinance amending the fiscal budget for the period ending June 30, 2013. *Second Reading.*

No one spoke for or against.

- b. **Ordinance 13-06:** An ordinance adopting the annual budget (and tax rate) for the fiscal year beginning July 1, 2013 through June 30, 2014. *Second Reading.*

No one spoke for or against.

8. Communication from Mayor, Aldermen, and City Administrator

Ald. Paltzik announced that the Chamber's Americana Independence Day Celebration was scheduled for July 6th. He thanked the City and its employees for their support and help with this event.

Ald. Decker discussed the news and prices of products in a 1960s newspaper he located.

City Administrator Gerald Herman provided an update regarding the Hwy 76 Sidewalk project.

City Administrator Gerald Herman provided an update regarding the Hwy 31W Pedestrian / Bikeway project.

City Administrator Gerald Herman discussed the progress on the Tyree Springs / South Palmers Chapel roadway improvement project.

City Administrator Gerald Herman stated that the 123 Calista Road project was completed and the reimbursement request had been submitted to TEMA.

City Administrator Gerald Herman announced that the Sage / McCurdy / Hwy 31W traffic signal was operational.

City Administrator Gerald Herman provided an update regarding the construction of the bathroom facility at the city park.

City Administrator Gerald Herman thanked all who attended the announcement of the White House Stagecoach Inn Historical Marker.

City Administrator Gerald Herman discussed recent complaints regarding the detention pond on Shady Lane and stated that the Public Services Department has resolved the issue.

City Administrator Gerald Herman announced that the White House Utility District Water Tower project was completed.

City Administrator Gerald Herman stated that sealed bids for paving and road repair for fiscal year 2013 - 2014 are scheduled to be opened on July 3rd at 2:00 pm.

City Administrator Gerald Herman discussed the future installation of a Robertson County Credit Union ATM at City Hall.

City Administrator Gerald Herman discussed the recent Robertson County E911 board meeting.

City Administrator Gerald Herman stated that The Shopping Center Group has finished updating our marketing materials and that the materials are now available on the website.

City Administrator Gerald Herman discussed the Economic Summit that will be held on July 31st at 2:00 pm.

9. Acknowledge Reports

- | | | |
|-----------------------|-----------------------|------------------------------|
| A. General Government | E. Wastewater | H. Library |
| B. Police | F. Planning and Codes | I. Court Clerk |
| C. Fire | G. Parks | J. Monthly Financial Summary |
| D. Public Works | | |

Motion was made by Ald. Bibb, second by Ald. Paltzik to acknowledge reports and order them filed. A voice vote was called for with all members voting aye. **Motion passed.**

10. Consideration of the Following Resolutions:

- a. **Resolution 13-09:** A resolution approving certain amendments and revisions to the personnel manual.

Motion was made by Ald. Bibb, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Motion passed.**

- b. **Resolution 13-10:** A resolution authorizing appropriations for financial aid of non-profit organizations.

Motion was made by Ald. Paltzik, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Motion passed.**

11. Consideration of the Following Ordinances:

- a. **Ordinance 13-05:** An ordinance amending the fiscal budget for the period ending June 30, 2013. *Second Reading.*

Motion was made by Ald. Decker, second by Ald. Paltzik to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Decker - aye; Ald. Hutson - aye; Ald. Paltzik - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 13-05 was approved on Second Reading.**

- b. **Ordinance 13-06:** An ordinance adopting the annual budget (and tax rate) for the fiscal year beginning July 1, 2013 through June 30, 2014. *Second Reading.*

Motion was made by Ald. Bibb, second by Ald. Paltzik to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Decker - aye; Ald. Hutson - aye; Ald. Paltzik - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 13-06 was approved on Second Reading.**

12. Finance

- a. To approve or reject removing 1,500 trash carts and 200 ninety-six gallon cans from the asset list. The Public Services Director recommends approval.

Motion was made by Ald. Paltzik, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Motion passed.**

- b. To approve or reject removing the South Palmers Lift Station (a 1994 Smith & Loveless Wet Pit/Dry Underground can lift station) from the asset list. The Public Services Director recommends approval.

Motion was made by Ald. Paltzik, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Motion passed.**

- c. To approve or reject John T. Hall Construction, Inc.'s bid of \$1,540,519.00 for the Hobbs/Dawn Court Sewer project. The Public Services Director recommends approval.

Motion was made by Ald. Decker, second by Ald. Huston to approve. A voice vote was called for with all members voting aye. **Motion passed.**

- d. To approve or reject Change Order #2 for the North Palmer's Chapel Project for \$2,910.00. The Public Services Director recommends approval.

Motion was made by Ald. Paltzik, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Motion passed.**

13. Other Business

- a. Board Appointments

- i. Beer Board
 - 1. George Tharp - June 2015
 - 2. Dave Paltzik - June 2015
 - 3. Tom Huls - June 2014
- ii. Board of Zoning Appeals
 - 1. Matthew West - June 2016
- iii. Construction Board of Appeals
 - 1. Jessie Wilkinson - June 2016
 - 2. Craig Johnson - June 2016
 - 3. Homer Gibson - June 2016
 - 4. Tommy Jenkins - June 2016
- iv. Library Board
 - 1. Joyce Partain - June 2016

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Motion passed.**

14. Discussion Items

- a. None

15. Other Information

16. Adjournment

Meeting was adjourned at 7:340 pm.

ATTEST:

Michael Arnold, Mayor

Amanda Brewton, City Recorder

REPORTS....

**General Government Department
June 2012**

Administration

City Administrator Gerald Herman attended the following meetings for Administration this month:

- June 10: Planning Commission Meeting
- June 11
 - Regional Transportation Authority Operations Committee Meeting
 - HFR Architects Library Design Meeting
- June 12
 - Robertson County E911 Board Meeting
 - Forward Sumner Transportation Meeting
 - Quarterly Review Meeting with Hylant Group
- June 13: Meeting with Sumner County School officials
- June 18
 - Robertson County E911 Board Meeting
 - Chamber of Commerce Luncheon
- June 19: Metropolitan Planning Organization Meeting
- June 20
 - Americana Independence Day Celebration Meeting
 - Board of Mayor and Aldermen Meeting
- June 25: Robertson County E911 Board Meeting
- June 26: Annual Employee Meeting
- June 27: Annual Employee Meeting

Website Management

	Update Requests	Page Visits		Update Requests	Page Visits
July	31	85,214	January	51	98,082
August	49	63,924	February	45	96,253
September	32	82,694	March	22	118,982
October	24	113,317	April	45	170,040
November	21	121,011	May	212	223,064
December	22	98,573	June	117	193,101
			FY 12-13	554	1,366,173

Facebook Management

	New Likes	# of Posts		New Likes	# of Posts
July	19	5	January	9	3
August	13	3	February	15	2
September	14	4	March	10	2
October	17	4	April	7	3
November	18	10	May	6	3
December	17	6	June	15	18
			FY 12 - 13	306	59

Twitter Management

	Total Followers	# of Tweets		Total Followers	# of Tweets
July	223	5	January	260	3
August	227	1	February	262	2
September	237	2	March	267	2
October	237	4	April	277	3
November	239	10	May	284	3
December	245	6	June	275	18
			FY 12-13	N/A	59

General Government Department
June 2012

Building Maintenance Projects

Special Maintenance Projects

- Assembled office chairs for Finance and Human Resources Departments
- Assembled table saw
- Repaired HVAC unit for Parks and Recreation office
- Replaced bulbs at City Hall
- General lawn care and maintenance
- Replaced door hardware at Library
- Attended ATM location meeting

General Maintenance

- Removed limbs and trash from lower field at City Hall
- Replaced switch at Fire Station #1
- Charged fire extinguishers
- Attended monthly Safety Meeting
- Repaired toilet at Police Department
- Trimmed bushes and trees at Police Department
- Repaired light at Library

**Finance Department
June 2013**

Finance Section

During June an additional \$6,016 was collected in property taxes, leaving a collection rate of 97% of the tax base and a 3% delinquency. We finished the year with a small but steady 6% increase in sales tax collections over the previous year, with 92% of those overall sales coming from the Robertson County side of White House, and 8% coming from the Sumner County side. Almost all local taxes and fees came in over budget, however there are several large grant revenue lines that are behind where we budgeted, and this is causing the overall revenue budget to come in at 77%.

The Finance Director attended the Government Finance Officers Association Annual Conference in San Francisco, June 1-5. There were a number of informative sessions, an inspiring key note address by Ben Stein, and a chance to network with approximately 30 other Tennessee delegates. This conference will provide the majority of the necessary hours to maintain the Certified Municipal Finance Officer certification. The Finance Director also attended one day of the Tennessee Municipal League Annual Conference in Memphis on June 24. TML partnered with MTAS to provide a one day conference registration for those seeking additional continuing education necessary to maintain their CMFO certificates.

The Finance Director spent a significant amount of time in the month of June closing out budget activity, with preparation of the final budget amendment for the current year. The Purchasing Coordinator focused on transitioning from the current year to the new fiscal year by hosting a review session with the purchasing manual accompanied by a question and answer session for Department Heads and others with authority to requisition. The City is entering what will be the largest acquisition year in its history, and the hope for this review session was to increase understanding of the purchasing policy in order to minimize time consuming compliance issues. The Finance Director along with the City Administrator, Human Resources Manager, and Personnel Assistant met with representatives of the Hylant Group for a quarterly insurance review. The Finance Director, along with the City Administrator, Planning and Codes Director, and Building Maintenance personnel met with representatives from the Bransford Group, and The Robertson County Credit Union to discuss the details of a possible ATM installation at City Hall. Members of the Finance Staff attended the mandatory all-employee meeting on June 26.

Utility Accounting Clerk, Lisa Smalling worked her last day as a full-time employee of the City of White House during May. Lisa was to transition to a part-time file clerk position that was created as a part of the budget process, and we were looking forward to seeing her return in July. However, Lisa has decided to pursue another part-time position that allowed her the flexibility of working from home and has terminated her employment with the City. The part-time position has been requisitioned, and we hope to fill it as soon as possible. During June and continuing through July, the Finance Department has been providing secretarial support to the Public Services Department for 20 hours a week during the extended absence of key personnel.

Performance Measures

Major Fund Balances

Fund	Cash Balance	Investment Account Balance
General Fund	\$630,123.63	\$3,536,018.94
Sanitation	\$8,900.77	\$495,923.14
Wastewater	\$531,281.24*	\$1,831,474.79

- All Cash Balances are bank balances reported as of July 9, 2013.
- *The Wastewater Fund balance should be reduced by a significant Due To balance for the Sanitation Fund at \$176,340.08.

Payroll

Number of Payrolls	Number of Checks and Direct Deposits	Number of adjustments	Number of Void Checks
2 regular 0 special	2 paper checks 194 direct deposits	1 Retroactive Adjustments	0 Voids

Finance Department
June 2013

Accounts Payable

	June	FY	Last June	Last FY
Total Invoices Processed	396	4,025	406	3,994

Call and Counter Logs

	Finance	Admin	Planning /Codes	HR	Parks	Police	Public Works	Waste Water	Gen City Info	Gen Non-City Info	County Info	Total
Calls	181	0	13	2	12	0	2	16	6	1	0	233
Customers	91	0	0	5	10	0	0	5	3	0	0	114

Finance	Accounts Payable	Business License	Property Tax	Court	Purchasing	Finance Directors Office	Total
Calls	0	11	23	76	71	0	181
Customers	0	9	6	68	8	0	91

Purchase Orders

Codes	4	\$698.87
Fire	7	\$2,547.80
Police	5	\$821.81
Human Resources	2	\$938.79
Engineering	0	\$0.00
Administration	2	\$324.78
Finance	5	\$1,658.52

Court	2	\$397.60
Library	24	\$16,467.46
Wastewater	6	\$13,318.13
Public Works	3	\$1,985.45
Sanitation	3	\$1,756.23
Parks	20	\$10,451.72
Bldg. Maintenance	5	\$3,418.04
Cemetery	9	\$5,294.87

Total	97	\$60,080.07
--------------	-----------	--------------------

Void	99
-------------	-----------

	Number of PO's	Value of PO's
Purchase Orders Under \$2,000	95	\$44,397.76
Purchase Orders \$2000 - \$9999	1	\$4,388.60
Purchase Orders Over \$10,000	1	\$11,293.71
Total	97	\$60,080.07

Emergency Purchase Orders – June

Number	Vendor	Items	Amount	Nature of Emergency	Department
18278E	AirVac	Rebuild pump/motor	\$11,293.71	North Palmers Chapel pump station damaged by fire	Wastewater
18893E	Waller	Hydraulic hose	\$81.23	Blown hydraulic hose on bucket truck	Sanitation
18804E	International Code Council	Accessibility Inspector Exam	\$180.00	Rescheduled test – purchase order submitted after year end cutoff.	Codes

Finance Department
June 2013

Business License Activity – June

Opened	3
Closed	3

Delinquency Rate: 54%

Cumulative Information

Class	Total Licenses	Delinquencies
1	40	32
2	149	98
3	252	116
4	195	95
Total	636	341

Description	Total Charges
Child Restraint 4-15 (1 st Offense)	0
Child Restraint-under 4	0
Anti-Noise Regulations	0
Texting While Driving	0
Failure to Yield Right of Way	1
Financial Responsibility Law	53
Following Too Closely	1
Motor Vehicle Requirements/Misc.	7
Improper Passing	2
Drivers Exercise Due Care	7
Codes Violations/Animal Control	1
Stop Signs	33

Description	Total Charges
Open Container Law	0
Parking Violation	1
Vehicle Registration Law	18
Seat Belt Violation – 18 and Older	51
Speeding	63
Careless Driving	0
Disobedience to Traffic Control Device	1
One Way Street	0
Drivers License Law	9
Turn to Avoid Signal	0
Improper Backing	0
Move Over Law	0
Total	248

Municipal Court – Case Disposition

Disposition	Total
Ticket Paid in Full – Prior to Court	107
Guilty as Charged	3
Dismissal	16
Dismissed upon presentation of insurance	44
Not Guilty	0
Dismissed to Traffic School	9
Dismissed with Costs and Fines	31
Dismissed with Costs	16
Dismissed with Fines	22
Case Transferred to County	0
Dismissed with Public Service	0
Total	248

**Finance Department
June 2013**

Wastewater Billing

New Service Connections: 2
Applications: 45
Late Penalties Applied: \$5,630.45
Adjustments: 29
Number of Reconnect Fees Paid: 29
Non-Payment Cut-Offs: 49

**Human Resources Department
June 2013**

- Children's Librarian Recruitment
- Part-Time Groundskeeper Recruitment
- Waste Water Tech Recruitment
- Personnel Manual Revisions
- Hylant Group Insurance Meeting
- NorthCrest Wellness Presentation
- Safety Committee Meeting, 6/25- Safety Fair Preparation

Injury Reports: (1) report, June 2013 compared to (0) reports, June 2012

	2012-2013	2011 - 2012	2010 - 2011
July	0	0	0
August	1	2	1
September	1	0	3
October	0	1	2
November	1	1	0
December	2	0	0

	2012-2013	2011 - 2012	2010 - 2011
January	2	0	2
February	0	0	3
March	0	0	0
April	2	3	0
May	2	0	0
June	1	0	1
Total	12	7	12

Property/Vehicle Damage Reports: (0) reports, June 2013 compared to (0) reports, June 2012

	2012-2013	2011 - 2012	2010 - 2011
July	0	0	1
August	1	0	0
September	0	0	0
October	1	1	0
November	1	0	0
December	1	2	0

	2012-2013	2011 - 2012	2010 - 2011
January	0	0	2
February	0	3	0
March	1	0	0
April	1	1	0
May	0	0	0
June	0	0	0
Total	6	7	3

City Wide Turnover: (0) terminations, June 2013 compared to (1) term, June 2012

	2012-2013	2011 - 2012	2010 - 2011
July	0.0%	0.0%	0.9%
August	1.0%	0.0%	0.9%
September	1.0%	0.0%	0.9%
October	1.0%	1.0%	0.0%
November	1.0%	2.0%	0.9%
December	0.0%	2.0%	0.9%

	2012-2013	2011 - 2012	2010 - 2011
January	1.0%	1.0%	0.9%
February	1.0%	2.0%	0.0%
March	1.0%	1.0%	1.0%
April	1.0%	1.0%	1.0%
May	1.0%	1.0%	1.1%
June	0.0%	1.0%	0.0%
Total	9.0%	12.0%	9.3%

Employee Disciplinary Reports

	2012-2013	2011 - 2012	2010 - 2011
July			
August			
September			
October			
November			
December			

	2012-2013	2011 - 2012	2010 - 2011
January	2-Suspens		
February	0		
March	1-Termina		
April	0		
May	1-Suspens		
June	0		
Total	4		

**Police Department
June 2013**

Highlights

The Bulletproof Vest Partnership Act of 2000 was enacted to save the lives of officers by helping to equip state and local enforcement officials with ballistic and stab resistant vests. This program provides priority funding to jurisdictions with less than 100,000 persons and will pay up to 50% of the total vest cost. Captain Mingledorff applied for grant monies to purchase (4) four vests totaling \$2,460.00. *Awaiting Notification.*

Meetings/Civic Organizations

- *Chief Brady attended the following meetings in June:* Department Head Meeting (June 3 & 17), Beer Board Meeting (June 4), Robertson County Chief's Meeting (June 11), Sumner County Drug Task Force (June 19), Independence Day Carnival Planning (June 20), and 911 Board Meeting (June 25).

Police Department Administration Performance Measurements

1. *Achieve accreditation from the Tennessee Law Enforcement Accreditation program by June 3, 2013.* The accreditation process has 152 professional standards that need to be met. Policy and procedures need to be written and proofs shown for each standard prior to approval by an assessor. Ninety-two (92) files have been approved by an assessor. Susan will send files to the assessor when she has 20 files complete.
2. *Our department training goal is that each police employee receives 40 hours of in-service training each year.* The White House Police Department has 24 Employees. With a goal of 40 hours per employee, we should have an overall Department total of 960 hours of training per calendar year.

Month	Admin Training Hours	Patrol Training Hours	Support Services Training Hours	Total Training Hours
January	0	368	0	368
February	0	272	0	272
March	0	125	60	185
April	0	151	0	151
May	0	32	0	32
June	0	88	0	88
Grand Total	0	1,036	60	1,096

Patrol Division Performance Measurements

1. *Maintain or reduce the number of patrol shifts staffed by only two officers at the two year average of 354 shifts during the Fiscal Year 2012-2013. (There are 730 Patrol Shifts each year.)*

Number of Officers on Shift	June 2013	FY 2012-2013
Two (2) Officers per Shift	15	448
Three (3) Officers per Shift	45	279

2. *Acquire and place into service two Police Patrol Vehicles.* The new Ford Interceptors were received, stripped, equipment installed and placed into service the first of December. **Complete.**
3. *Conduct two underage alcohol compliance checks during the Fiscal Year 2012-2013.* Fall Compliance checks took place on December 6th. Two vendors failed: Conley's Restaurant and Plainview BP. Spring Compliance Checks were completed on June 24th. Richie's Hot Wings failed. **Complete.**
4. *Maintain or reduce TBI Group A offenses at the three-year average of 80 per 1,000 population during the calendar year of 2013.*

**Police Department
June 2013**

Group A Offenses	June 2013	Per 1,000 Pop.	Total 2013	Per 1,000 Pop.
<i>Serious Crime Reported</i>				
Crimes Against Persons	15	1	55	5
Crimes Against Property	32	3	209	20
Crimes Against Society	16	2	83	8
Total	63	6	347	33
Arrests	45		186	

*U.S. Census Estimate 2011 – 10,419

5. *Maintain a traffic collision rate at or below the three-year average of 312 collisions by selective traffic enforcement and education through the Governor's Highway Safety Program during calendar year 2013.*

	June 2013	TOTAL 2013
Traffic Crashes Reported	24	150
Enforce Traffic Laws:		
Written Citations	377	1,843
Written Warnings	155	800
Verbal Warnings	515	2,470

6. *Maintain an injury to collision ratio of not more than the three-year average of 17% by selective traffic enforcement and education during the calendar year 2013.*

COLLISION RATIO				
	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
June 2013	24	2	8%	14%

Traffic School: Sgt. Keith Anglin instructed the DDC-4 Traffic School Class in June. There were 9 students in attendance.

Staffing

K-9: Ofc. Jason Ghee and Nike attended Sumner Leadership in Judge Gay's courtroom where they presented a K9 Drug Demonstration,

Sumner County Emergency Response Team

- ERT had a high risk search warrant in Gallatin on June 14th.

Volunteer Reserve Officers: The Reserves trained on the class room portion of firearms training on June 26th.

Police Department
June 2013

Support Services Performance Measurements

1. *Acquire and place into service one Criminal Investigation Division vehicle.* The 2013 Ford Fusion was delivered. It is being driven by Det. Sgt. Dan Hunter in the Criminal Investigations Division. **Complete.**
2. *Maintain or exceed a Group A crime clearance rate at the three-year average of 68.6% during calendar year 2013.*

2013 CLEARANCE RATE		
Month	Group A Offenses	Year to Date
June	84%	75%

Communications Section

	June 2013	Total 2013
Calls for Service	1,594	8,470
Alarm Calls	22	192

Request for Reports

	June 2013	FY 2012-13
Requests for Reports	19	264
Amount taken in	\$15.45	\$255.17
Tow Bills	\$0.00	\$430.00
Emailed at no charge	33	358
Storage Fees	\$0.00	\$50.00

Governor's Highway Safety Office (GHSO): Nothing to Report at this time.

Staffing

Captain Jeff Mingledorff was on Annual Training for the Military from June 2 to June 22, 2013.

Volunteer Police Explorers: Explorers had one meeting in the month of June. They were instructed on Traffic Stops/Written Citations.

Item(s) sold on Govdeals:

1. 2000 Ford Crown Victoria Police Interceptor - \$ 914.09
 2. 2003 Ford Crown Victoria Police Interceptor - \$1,382.00
- Total for the month of June \$2,296.09**

Crime Prevention/Community Relations Performance Measurements

1. *Teach D.A.R.E Classes (10 Week Program) to two public elementary schools and one private by the end of each school year. Completed.* The program resumes at Heritage Elementary August 2013.

**Police Department
June 2013**

2. *Plan and coordinate Public Safety Awareness Day on Labor Day as an annual event.* This year's event will be held on Monday, September 2, 2013 (Labor Day). *Planning in Progress.*
3. *Plan, recruit, and coordinate a Citizen's Police Academy as an annual event.* Class #13 commenced on Tuesday, February 19th with 30 citizens attending. Classes met once a week for three hours, for ten weeks. Graduation was held on Tuesday, April 23rd in the auditorium at City Hall with 30 citizens completing the course. *Complete. Applications for the next class (Class #14) are being accepted.*
4. *Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.*
 - **Captain StreetSmart:** captain Mingledorff taught a "Captain StreetSmart" Youth Safety Class to Twenty (20) elementary aged students at the "BackPack Day Care Summer Program" at H.B. Williams elementary School on Monday, June 24th. Vehicle Passenger Safety, Bicycle Safety, and Stranger Danger Awareness were among the classes covered.
 - Sgt. Eric Enck instructed Defensive Tactics for the Gallatin Police Department on June 27th.

Special Events: *WHPD Officers participated in the following events during June:*
No Scheduled Events during June.

Upcoming Events:

- *Drug Take Back Event – scheduled for October 2013.*

2013 Participation in Joint Community Events		
	June	Year to Date
Community Activities	2	42

Fire Department June 2013

Summary of Month's Activities

Fire Operations

The department responded to 74 requests for service during the month with 57 responses being medical emergencies. The department responded to 3 vehicle accidents with reported injuries with two patients transported to area hospitals.

June 27th 3:42pm – The Department was dispatched to a structure fire when fire units arrived on scene the fire had vented through the roof and a window located on the second floor at the rear of the structure. An attack was made from the exterior of the building and then fire crews made entry inside the structure, the fire damage was primarily confined to the second story and attic space. The home suffered significant fire and water damage although a fair amount of the contents will be salvageable. Neighbors had opened doors and entered the structure prior to our arrival in an attempt to rescue animals inside. There were six pets in the home at the time of the fire, some were located, and others located several days after the fire and one perished. Due to the high ambient temperatures several firefighters were treated for heat exhaustion at the scene and one firefighter was injured fighting the fire and was taken non-emergency to a medical facility for treatment.

June 30th 3:25pm – The Department responded to a vehicle accident in the area of the Days Inn when fire units arrived on scene the vehicle had struck the building. Treatment of the patient began immediately and when Robertson EMS arrived the patient was loaded and transported to the hospital. The front of the building suffered extensive damage to the office area and other than the driver of the vehicle no other injuries were reported.

Fire Administration

- **June 11th** - Chief Palmer and Asst. Chief Sisk attended the Tennessee Fire Commission meeting via webcast at fire station 2.
- **June 18th** – Chief Palmer met with the Codes Department at fire station 1 to discuss and plan for the upcoming remodel of the station.
- **June 20th** – Chief Palmer conducted a planning session with department heads and members of the chamber of commerce to organize the July 6th event at the soccer complex.
- **June 25th** – Chief Palmer attended and chaired the monthly safety committee meeting held at fire station 2.
- **June 26th** – Chief Palmer met with an Architect at fire station 1 to discuss the consideration of completing remodel plans for the fire station project.

Update on the Department's Goals and Objectives

- Complete annual firefighter training 240 hours for career and 48 for part-time firefighters by June 30th, 2013. **(Completed)**

Departmental Highlight

On June 24th Firefighter Hufstedler began the second week of Fire Apparatus Driver Operator at the state fire academy and is scheduled to attend the 3rd week on July 22nd 2013. When Firefighter Hufstedler completes the driver training all career firefighters will have attended the academy and completed this level of training.

**Fire Department
June 2013**

Monthly Performance Indicators

Incident Responses

Structure Fires	1	Vehicle Accidents (General Cleanup)	1
Cooking / Electrical Fires	1	Vehicle Accidents (With Injuries)	3
Vehicle Fires	0	Rescue	0
Grass, Brush, & Trash Fires	0	False Alarms / Calls	5
Hazmat	0	Assist Other Governmental Agency	1
Other Calls	5	Total Responses for the Month	74
Emergency Medical Responses	57	Total Responses YTD	827

Fire Fighter Training

Total Training Man Hours for the Month	400.49
Total Training Man Hours YTD	4,227.42

Fire Inspection

	This Month	YTD
Fire Inspections	13	211
Fire Investigations	1	11
Plat / Plan Reviews	2	14
Fire Preplans	1	78

Public Fire Education

	This Month	YTD
Participants	37	4,088
Education Hours	12	158.25
Number of Occurrences	2	79

Public Services Department - Public Works Division
June 2013

Staffing

The public works department is authorized 11 full time employees. Due to the change in solid waste operations, we now have the following employee's assigned to public works:

1. One (1) Sanitation driver;
2. Two (2) Maintenance workers – split time - 1/2 Sanitation & 1/2 public works;
3. One (1) Maintenance worker public works;
4. One (1) Public works equipment Operator II;
5. One (1) Supervisor.

Training

- Chain Saw Use Policy
- Code of Conduct 7.1
- Completion of the Target Solutions online safety training

Sanitation Collection:

Waste Industries (WI) has completed the 6th full month of operation in the City. I've been monitoring Waste Industries web based portal to see the type and quantity of calls.

The May 2013 report show that staff has made 51 requests on the WI web portal system, which is down from 62 the month before. The breakdown for the type of request made for the residential/commercial customers are as follows:

1. 29 calls came from residents that had container issues, they either needed a replacement, moved out and needed them picked up, or they moved in and need containers delivered;
2. 15 calls came from residents that had "missed" garbage service;
3. 4 calls came from residents that had "missed" recycling service;
4. 3 calls came from residents that did not have their cans at the curb in time for the truck, had issues with container not being emptied completely or the placement of container after it has been serviced.

The total volume of recyclables collected curbside during May was approximately **43 tons** of material; which is a savings of about **\$978.00** in avoided landfill tipping fees. In addition, the recyclable material revenue for May was approximately **\$508.00**. This is a net gain of **\$1,486.00**.

City Public Works Tasks & Drainage Improvement Projects

1. **Park Drainage Project:** The asphalt repairs have been completed by the Rogers Group. Staff completed the final touches at the around the catch basin and at the outfall using rip-rap and seed matting. The cost for the entire project is attached for your review.
2. **Fire Station #1 @ Hwy 76:** Staff has completed the restoration work and the Rogers Group paved the entrance way.
3. **Shady Lane Detention Basin:** This neighborhood basin had not been rehabilitated since it was put in place over 20 years ago. The basin had silted up and become overgrown with weeds and trees. We've been trying to get this project started but the unusual rain events have hindered our ability to start the necessary repairs. Staff used heavy equipment to cut down the basin floor, using the spoils to establish the banks. Seven (7) trees had overtaken the rear basin area and had to be removed. In addition, staff had to clear the ditch on the outlet end of the basin down to the culvert on Meadows Drive. The basin has been reseeded with native grasses.
 1. Number of days for project - 5
 2. Man-hours – 184
 3. Brush Truck hours – debris removal – 19
 4. Loads of native fill trucked in – 15
 5. Seed – 200 lbs.
 6. Seed matting – 6 rolls

**Public Services Department - Public Works Division
June 2013**

4. **Asphalt Repairs – Pinson Lane:** Due to the high volume of complaints from the County residents that live along Pinson Lane, staff spent a lot of time repairing potholes. As you may recall, the City annexed Pinson Lane in advance of a planned subdivision on that road. This is a very narrow road and it's in less than poor condition. Staff completed pothole repairs in several other areas within the City.

- | | |
|-----------------------------------|-----------------------------|
| 1. Number of days for project - 2 | 3. Number of potholes - 106 |
| 2. Man-hours – 72 | 4. Tons of Asphalt – 7 |

5. **Yard Waste Collection:**

- | | |
|-------------------------------|---------------------------------|
| 1. Man-hours - 79 | 4. Hours for Yard Waste - 136 |
| 2. Residential Stops – 513 | 5. Bagged Leaves/Grass – 115 |
| 3. Number of Truck Loads – 54 | 6. Hours for Bag Collection - 8 |

The yard waste truck operates continuously and now has the ability to move into different zones if the scheduled zone has been completed.

6. **Litter Control:**

1. Number of bags – 15
2. Number of hours - 55

7. **Right-of-Way Mowing:**

The R-O-W mowing with the sidearm mower is on a continuous cycle citywide.

1. Man-hours - 79

8. **Sign Maintenance:**

Staff continues sign repair and maintenance on an as needed basis. We've started upgrading the signs at the signalized intersections.

Monthly Performance

	Available Hours	Total Hours
Streets & Roads	240	495
Sanitation	560	204
Facility Maintenance - PW Staff	N/A	0
Fleet Maintenance - PW Staff	N/A	20
Training	N/A	29
Leave	N/A	101
Overtime	N/A	0

The above table represents the number of man hours versus the total number of hours worked for the month of February by department. It also represents the number of vacation days and sick leave used.

Sanitation Enterprise Fund Totals

Number of Customers Billed	Total Billed	Revenue Received	Total Billed YTD	Revenue Received YTD
3,694	\$57,444.00	\$58,112.00	\$690,098.50	\$684,787.53

**Public Services Department - Public Works Division
June 2013**

Services Provided

	Total	YTD		Total	YTD
Brush Pick Up (stops)	513	3,300	Drainage Work (feet)	580	2,037
Brush Truck Load	54	356	Potholes Repaired	106	231
Emergency Call Outs	0	11	Salt Usage (tons)	0	4
Free Clean Up Drop Offs	41	850	Signs Installed	0	109
Curbs Repaired	0	1	Signs Reset	0	7
Shoulders Repaired	2	5	Back Door Pick Up (stops)	2	20
Shoulder Work (feet)	0	788	Move In Special Pick Up	0	8
Litter Removal (bags)	55	282	Move Out Special Pick Up	1	20
Drainage Requests	2	29	Dead Animal Removals	0	19
Special Pick Up	0	4			

Locations with Pothole Repairs Needed

Pothole Repair Address	Length (feet)	Width (feet)	Depth (in.)	Tons
113 Sycamore Drive	5	4	3	0.37
145 Honeysuckle Drive	8	2	3	0.29
153 Honeysuckle Drive	37	5	3	3.39
181 Honeysuckle Drive	3	3	3	0.17
181 Honeysuckle Drive	4	3	3	0.22
Honeysuckle Drive @ 31W	5	6	3	0.55
Honeysuckle Drive @ 31W	9	6	3	0.99
301 Hunterwood Drive	9	2	3	0.33
403 Hunterwood Drive	2	3	3	0.11
Hunterwood Dr. @ Magnolia	19	4	3	1.39
104 Pinewood Drive	27	3	3	1.49
109 Pinewood Drive	11	2	3	0.40
111 Pinewood Drive	16	3	3	0.88
Applewood Dr. @ Ray. Hirs	11.8	3.9	3	0.84
Applewood Dr. @ Ray. Hirs	8.8	4	3	0.65
Applewood Dr. @ Ray. Hirs	5	4	3	0.37
200 Peachtree Drive	3	3	3	0.17
206 Peachtree Drive	6	5	3	0.55
201 Blueberry Drive	13	2.9	3	0.69
Cherry @ Sage Rd	17	6	3	1.87
TOTAL TONS REQUIRED:				15.71

Public Services Department - Public Works Division
June 2013

Locations with Pothole Repairs Completed

Pothole Repair Address	Length (feet)	Width (feet)	Depth (in.)	Tons	Completed
129 Seminole Lane	14	8	3	2.05	4/1/2013
125 Seminole Lane	24	8	3	3.52	4/2/2013
125 Seminole Lane	13	9	3	2.15	4/3/2013
121 Seminole Lane	48	5	3	4.40	4/3/2013
121 Seminole Lane	6	5	3	0.55	4/3/2013
101 Villages Court	22	5.6	3	2.26	4/3/2013
117 Seminole Lane	28	8	3	4.11	4/10/2013
109 Seminole Lane	23	12	3	5.06	4/17/2013
113 Seminole Lane	25	9	3	4.13	4/17/2013
214 Hillwood Dr.	45	5	1.5	2.10	5/21/2013
302 Hillwood Dr.	60	1	1	0.37	5/21/2013
306 Hillwood Dr.	40	2	1	0.50	5/21/2013
	65	1	1	0.40	5/21/2013
310 Hillwood Dr.	60	2	1	0.75	5/21/2013
312 Hillwood Dr.	24	2	1	0.30	5/21/2013
	15	1	1	0.09	5/21/2013
314 Hillwood Dr.	75	12	1	5.60	5/21/2013
104 Hillwood Dr.	18	2	1.5	0.33	5/21/2013
TOTAL TONS USED:				38.66	

Public Services Department - Public Works Division
June 2013

Agency	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD Totals
Solid Waste (Tons)	320	329	291	322	303	234	315	234	234	302	295	274	\$3,158
Disposal Fee	\$7,296	\$7,501	\$6,622	\$7,337	\$6,902	\$5,327	\$7,183	\$5,918	\$5,848	\$7,405	\$6,704	\$7,018	\$74,357
Roll-off Service (Tons)	11	20	0	20	5	13	5	8	7	16	20	16	141
Disposal Fee	\$1,079	\$1,991	0	\$2,001	\$726	\$1,601	\$505	\$883	\$796	\$1,739	\$2,414	\$1,738	\$15,473
Recycling (Tons)	24	20	17	19	17	38	47	42	36	43	47	43	393
Recycling Revenue	0	0	0	0	0	\$571	\$632	\$652	\$654	\$784	\$701	\$508	\$4,502
Oil/Steel/Battery (Tons)	9	0	11	16	0	0	8	10	10	6	3	0	\$73
Metal Revenue	\$1,306	\$15	\$1,705	\$3,036	\$0	\$0	\$1,541	\$2,235	\$1,686	\$897	\$580	\$0	\$13,001

City Park Drainage Project

Project dates:
 April 22, 23, 24, 25, 26, 29, 30
 May 1, 2, 6, 7
 June 3, 4, 26 - 2013

Personnel	Hours	Cost
W. Garret	101	\$2,108.92
T. Travis	104	\$2,049.18
W. Luksch	104	\$2,049.18
S. Lybarger	51	\$679.89
S. Hilton	102	\$1,680.29
C. Meadows	92.5	\$1,857.06
J. Moss	85	\$3,217.45
Personnel Soft Cost Total:		\$13,641.97

Restoration	Tons	Cost
Lime Rock	92.57	\$1,158.05
3/4" Bed Rock	100.70	\$1,837.78
Screenings	249.61	\$3,120.13
Rip-Rap	20.00	\$250.00
Fill	0.00	\$0.00
Asphalt (cold)	0.00	\$0.00
Asphalt (hot mix)	68.00	\$3,854.67
Fence Installation		\$1,224.88
Restoration Hard Cost Total:		\$11,445.50

Material	Units	Cost
Basin #1	1	\$950.00
Basin #2	1	\$950.00
Pipe - 10"	20	\$66.40
Pipe - 12"	20	\$86.80
Pipe - 15"	530	\$3,646.40
Coupler - 15"	28	\$327.32
Adaptor - 10"	1	\$78.20
Adaptor - 12"	2	\$173.60
22 1/2 Bend	1	\$61.77
5 Bend	1	\$61.77
Plywood	2	\$67.40
Marking Paint	6	\$35.04
Headwall	1	\$0.00
Plywood	6	\$202.20
Concrete Mix	4	\$15.96
Batteries	1	\$6.19
Saw Blade	1	\$12.14
Butyl Caulk	12	\$40.68
Banding Clamps	27	\$53.75
Freight	2	\$103.49
Fuel Surcharge	1	\$42.42
Material Hard Cost:		\$6,981.53

Equipment	Units	Cost
Excavator	1	\$2,115.80
Trench Box	1	\$1,767.32
Backhoe	99	\$16,335.00
Street Saw	5	\$500.00
Fuel	150	\$552.00
Compactor	10	\$1,000.00
Grader	20	\$3,300.00
City Equipment Total:		\$21,135.00
Equipment Hard Cost:		\$4,435.12

Totals

Personnel Soft Cost Total:	\$13,641.97
Restoration Hard Cost Total:	\$11,445.50
Material Hard Cost:	\$6,981.53
City Equipment Total:	\$21,135.00
Equipment Hard Cost:	\$4,435.12
Total Hard Costs:	\$22,862.15
Total Hard & Soft Costs:	\$57,639.12

Public Services Department - Wastewater Division
June 2013

Collection System Activities

1. **Green Project:** The motor control center and generator replacement project at the North Palmer's Chapel lift station is in the final stages of rehabilitation. The delivery of the main motor control center (MCC) panel is scheduled to be delivered in mid-July. The project is scheduled to be completed by July 18th unless we add more electrical work to the job. At this point, we have a surplus of approximately \$80,000.00.
2. **Hobbs Project:** The low bidder, John T. Hall Co., has been awarded the contract and we are scheduled to have a pre-construction meeting after TDEC/SRF reviews the bid submittals. The pre-con meeting should be in mid-July with a tentative start date in mid-August.
3. **GIS/GEO JOBE:** We have been working with the new GIS based work order system for several weeks. As with any new software, we have to work out some of the bugs. But, the system is working out very well so far and we expect to start ordering Samsung tablets for the field crew so that they can begin using the system. This system is designed for efficiency and management oversight, but it's also designed to eliminate the telephone answering service.

In addition, we've been sending work orders to the public works side using this system. I plan on incorporating it in that division as well.

4. **Lift Stations:** Our contractor, Scott & Ritter, has been successful in getting Gorman Rupp to lower their price to match that of the Smith & Loveless station. The submittals have been sent to McGill for review and approval. We are confident that the GR plans will meet the design specifications. We still hope for a tentative delivery date of the lift station package in mid-to-late August. The contractor stated that this project will be completed within one month of station delivery.

As part of the SRF "Green Project" we redirected the flow along the Sage Road corridor to the southern force main. The flow had been going to the Wilkinson Lane lift station. This flow change was done because the northern force main is over capacity. The preliminary numbers show that the flow from the Sage Road corridor (which includes the hotels and restaurants south of 76 and Hampton Village) has diverted approximately 74,000 gallons per day to the southern force main. As we collect more data I will put it in the spreadsheet to get a more accurate diversion rate.

Wastewater Treatment

A. FLOW.....	0.747 MGD
B. CAPACITY	1.40 MGD
C. % of PLANT THROUGHPUT.....	43% (0.747 MGD/1.40 MGD)
D. % of ACTUAL & ALLOCATED CAPACITY.....	33.7% (0.747 MGD)/(1.40MGD)x(80%)
E. RAINFALL	5.04"

1. **Violations:** The plant did not have any violations in June. Our permit requirements for water quality are well below the state limits.
2. **H2S & FERRIC SULFATE:** Staff continues to monitor the carbonaceous biochemical oxygen demand (CBOD) and the total suspended solids (TSS) which will indicate any settling effects of Ferric sulfate we are feeding at the Tyree Springs Manhole and Union Road stations. We've been feeding ferric for eleven (11) months and the overall results are positive at the plant. The clarifiers are producing a very clear effluent. We are now feeding at a rate of eight (8) gallons per day at the Union Road lift station and ten (10) gallons per day at the Old Tyree lift station due to the high levels of H2S within the system. We did not fill the Wilkinson Lane tank due to our Meadowlark relocation plans.

**Public Services Department - Wastewater Division
June 2013**

3. **Oxidation Ditch:** We've had two (2) gearbox/bearing failures – #1 & #4 orbals. The #1 orbal experienced a gearbox failure over 10 years ago, and the #4 orbal has never had a failure. The oxidation ditch continues to produce a very clean effluent.

4. **UV System:** The Trojan Ultra-Violet (UV) system continues to have problems due to increased algae levels. Derek and Chris are working hard to keep the algae from building up and we are getting a below limit kill on coliform bacteria. We may be able to get by until after the headworks are installed. After exploring several options, I have decided to do a complete rehabilitation of the existing system, which is the most cost effective method of replacing the current system.

5. **Treatment Plant:** Staff is still working on painting of the Sludge pump building, which has greatly improved the appearance of the building. The only area's lacking paint is the floor. Staff will hold off on finishing the floor until the headworks are installed.

SCADA Alarms Responses June 2013		
	Month	YTD
North Palmers	91	1736
Calista	41	1058
Wilkinson	8	231
Portland Road	0	25
Cope Crossing	16	445
Union Road	3	149
Meadowlark	2	40
Hwy 76	0	9
Cambria	2	16
Treatment Plant	34	359
Total Responses	197	4095
TN ONE-Call	73	866

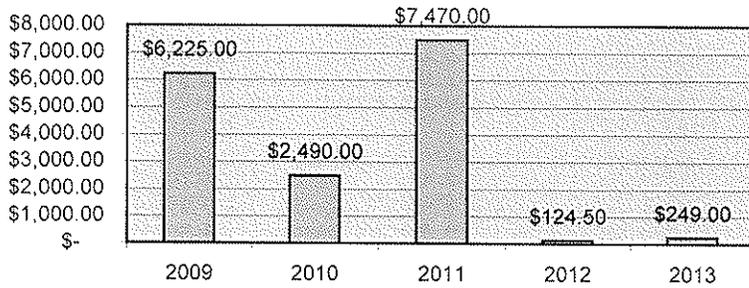
May 2013 Work Orders	Month	YTD
Monthly Service Requests Total	96	1774
Mainline Repairs	0	7
Service Line Repairs	6	65
E/2000 (B) to E/Extreme Change-outs	10	85
E/2000 (B) to E/2000 (B) Change-outs	0	19
E/Extreme to E/2000 (B) Change-outs	0	33
E/Extreme to E/Extreme Change-outs	13	157
E/2000 (B) Conversions	2	26
E/One Extreme Conversions	10	43
"Green Project" Conversions	0	229
"Green Project" Change-out	1	1
Low Pressure Service Requests	58	977
Vacuum System Service Request	4	127
Major Lift Station Repairs	0	5

Planning and Codes Department
June 2013

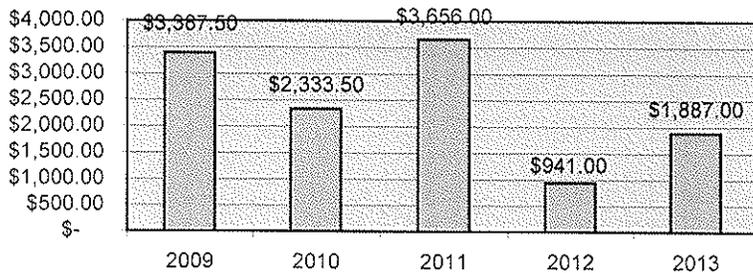
Single Family Permits



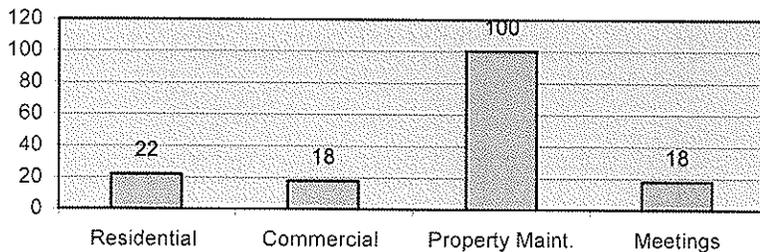
Impact Fees



Permit Fees



Inspections / Meetings



	Month	FY 12-13
MEETING AGENDA ITEMS#		
Planning Commission	3	39
Construction Appeals	0	0
Zoning Appeals	0	5
Training/Study Session	0	0
Property Maintenance	0	0
PERMITS		
Single Family Residential	2	30
Multi-Family Residential	0	2
Other Residential	13	133
New Commercial	0	1
New Industrial	0	0
Other Com/Ind	6	27
State Electrical	30	329
Sign	2	11
Occupancy Permits	3	54
Other	0	8
BUILDING INSPECTIONS		
Residential	22	324
Hours	9	111.25
Commercial /Industrial	18	189
Hours	4.17	94.34
CODE ENFORCEMENT		
Total Cases	100	735
Hours	11.25	113.92
Complaints Received	23	126
MEETINGS		
Administration	18	55
Hours	2	88.06
Planning	4	40
Hours	4	51.1
Codes	11	53
Hours	12.75	73.5
FEES		
Permit Fees	\$ 1,887.00	\$ 26,864.95
Board Review Fees	\$1,150.00	\$ 3,150.00
City Impact Fee	\$249.00	\$ 6,350.96
Roads	\$76.20	\$ 3,066.90
Parks	\$79.20	\$ 1,197.40
Police	\$56.40	\$ 1,262.70
Fire	\$37.20	\$ 833.96
OTHER ITEMS		
Subdivision Lots	0	6
Commercial/Industrial (Sq ft)	1	3,936
Multi-Family Units	N/A	0
Other	N/A	0
OTHER ITEMS		
Subdivision Bonds: 23	\$	974,300.00
Builders Bonds	\$	42,866.43
Workings Days in Month		16

Parks, Recreation, & Cultural Arts Department
June 2013

Summary of Month's Activities

The new restroom facility is really taking shape. The framing is complete and the metal roof has been installed. Currently the plumbing and electrical is being roughed in. The insulation for the ceiling will be installed the week of July 8th.

The cemetery gate project is moving forward. The gates have been installed and they look very attractive. The conduit and electrical wiring has been installed in the ground, including an exit loop in the pavement. Several compliments have been received about the gates.

The 8 churches that participated in the Easter Egg Hunt this year donated \$428.26 to the Parks and Recreation Department.

Recreation

Men's Open Softball ended Thursday, June 6th. We had 9 teams competing in the league this spring. Track Logistics was the Tournament Champion and Regular Season Runner-Up. Mac electric was the Tournament Runner-Up and Regular Season Champion.

Gymnastics & Tumbling classes will run every Thursday for 8 weeks from June 6th until August 1st. These classes are put on by Charles Harding in the gymnasium, with one class for ages 3-5 and another class for ages 6 & up.

Basketball Camp was June 24th – 27th from 8:00am – 11:00am at the Civic Center. The camp was put on by Chance Ballard, who coaches for White House Heritage Middle and High School boys. We ended up with 31 participants which is about 12 more than we had last year. We are well pleased with the turnout.

NFL Punt, Pass, and Kick is scheduled for July 27th at 9:00AM at the football field. Registration is available online or the day of the event.

Girls Volleyball registration ends July 22nd. This is for grades 3 – 8. The fee is \$50 for residents and \$62 for out-of-city residents. Practices will start in August and games will start in September.

Youth Fall Baseball registration ends July 22nd. Registration is \$75 for city residents and \$87 for non-residents.

Youth Fall Softball registration ends July 22nd. Registration is \$450 per team. Non resident fees may apply based on majority rule.

Adult Fall Softball registration is June 17th – August 5th.
Challenger Soccer registration ends July 29th. Practices will start in August and games will begin in September. Registration is \$35 for city residents and \$47 for non-residents.

Parks Maintenance

Employees have been busy taking care of athletic fields, mowing, spraying weeds and fences, and performing routine maintenance tasks. They have also assisted at the cemetery with the gate project.

Overhanging tree limbs have been trimmed along the Greenway in several locations.

Mulching has been done to landscaped areas at the Park, Soccer Complex and the Trailheads. Before the mulch is put down, weeding is performed and the shrubs are trimmed.

Update on Department Goals and Objectives

There has been no movement on the RTP grant. The state is waiting to get "Direct Grant Authority" from the federal government. In addition, the Recreational Educational Services Division is in the process of relocating offices.

**Parks, Recreation, & Cultural Arts Department
June 2013**

Department Highlight

There were 3 Baseball / Softball Tournaments in the month of June. All 3 tournaments went well and another one is planned for July.

Department Cost Savings Report

On the Park Maintenance side, we have been applying a bare ground herbicide along fences to eliminate trimming for up to 1 year after application. This reduces labor costs, damage to fences, and equipment operation costs such as trimmer line, heads, fuel, etc.

White House Inn Library & Museum
June 2013

Summary of Activities

The Library had three new shelves made and placed in the library to create more space for books. A graphic novel section was added to the library.

The Friends of the Library met on June 4th. They approved to host a book signing with local author Phillip D. Wilson on August 12th.

The new Children's Librarian's first day of work was June 10th. Her name is Courtenay McLaughlin and she has a bachelor's degree in early education as well as school library experience.

The final reading for the City's budget was in June. The budget was approved and work on the new library should start this year.

Since June was national knit in public month, local knitters gathered and knitted in the library on June 13th.

The Library had its summer reading kick-off party on June 18th at the park. There were a total of 85 people in attendance. Kids of all ages enjoyed face painting, balloon animals, water balloons, and food donated by AI's Food Land.

On June 24th, the library held its first Toddler summer reading program. Children were read *The Princess and the Pea* and then allowed to act the story out themselves.

The Library also had a Bee Keeping program on June 25th with a total of 65 individuals in attendance. Local bee keeper Janet Cole came and shared information about bees, showed children live bees, and gave them honey to taste.

On June 26th, children came to the library to make bee bookmarks.

Department Highlights

The department highlights is the success of the summer reading kick-off party. This is the first year the library held a kick-off party and many parents stated they really enjoyed the program.

White House Inn Library & Museum

June 2013

<u>Official Service Area Population:</u>	13,257	<u>Program</u>	<u>Sessions</u>	<u>Attendance</u>
		Toddler	1	20
<u>Memberships:</u>	10,903	Preschool	1	29
		Teen	0	0
		Adult	1	7
<u>Percent of the Population with Membership:</u>	82	All ages	2	150
		Total	5	206
<u>Total Materials Available:</u>	26,087			
<u>Estimated Value of Total Materials:</u>	\$652,175	<u>Wireless Internet Users:</u>		75
<u>Last Month:</u>	\$645,200			
		<u>Computer Internet Users:</u>		272
<u>Total Materials Available Per Capita:</u>	1.96	<u>Children Computers:</u>		102
<u>Last Month:</u>	1.94			
		<u>Volunteers:</u>		8
<u>State Minimum Standard:</u>	2.00			
		<u>Total Hours:</u>		136.4
<u>Materials Added</u>				
Adult Fiction:	175	Services Provided by Contracting with State		
Adult Non-Fiction:	3			
Child/Juvenile/Young Adult Fiction:	89	<u>Interlibrary Loan Service</u>		
Juvenile/Young Adult Non-Fiction: 14		Items Borrowed:		31
Audiobooks:	7	Items Loaned:		15
Movies:	58			
Music CDs:	0	<u>R.E.A.D.S. 1st Qtr. Statistics</u>		
Total:	346	eBooks Downloaded:		305
		Audiobooks Downloaded:		506
<u>Library Circulation</u>				
Total # of Check-outs:	4,664	<u>R.E.A.D.S. 2nd Qtr. Statistics</u>		
Last Month:	3,987	eBooks Downloaded:		864
Items per Patron:	2.3	Audiobooks Downloaded:		585
<u>New Memberships</u>		<u>R.E.A.D.S. 3rd Qtr. Statistics</u>		
Adult:	32	eBooks Downloaded:		528
Senior Adult:	0	Audiobooks Downloaded:		580
Child:	7			
Student:	16	<u>R.E.A.D.S. 4th Qtr. Statistics</u>		
Young Adult:	2	eBooks Downloaded:		542
Total:	57	Audiobooks Downloaded:		69

Municipal Court
June 2013

Revenues

Citations

Total Collected for Month \$11,996.00
Total Collected YTD \$142,233.17

State Fines

Total Collected for Month \$1,057.47
Total Collected YTD \$22,541.39

Total Revenue for Month \$13,053.47
Total Revenue YTD \$164,774.56

Disbursements

Litigation Tax \$882.10
DOS / DOH Fines & Fees \$859.75
DOS Title & Registration \$114.00
Restitution / Refunds \$0.00
TBI-Expungement / Fees \$0.00
Worthless Checks \$0.00

Total Disbursements for Month \$1,855.85
Total Disbursements YTD \$18,633.42

Adjusted Revenue for Month \$11,197.62
Total Adjusted Revenue YTD \$146,141.14

Drug Fund Donations for Month \$847.01
Drug Fund Donations YTD \$5,402.61

DRAFT

Template Name: LGC Standard
Created by: LGC

City of White House
Summary Financial Statement
June 2013

User: Charlotte Sopowski
Date/Time: 7/9/2013 8:43 AM
Page 1 of 14

Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
110	General Fund					100.00%
Revenues						
31110	Real & Personal Property Tax(Current)	1,595,850.00	(1,619,594.75)	132,987.50	(5,118.00)	3.85 %
31120	Public Utilities Property Tax (Current)	67,034.00	(75,776.00)	5,586.17	0.00	0.00 %
31211	Property Tax Delinquent 1st Year	58,000.00	(46,658.90)	4,833.33	(292.63)	6.05 %
31212	Property Tax Delinquent 2nd Year	20,000.00	(6,905.00)	1,666.67	(1,712.00)	102.72 %
31213	Property Tax Delinquent 3rd Year	16,000.00	(3,310.00)	1,333.33	(359.00)	26.93 %
31214	Property Tax Delinquent 4th Year	4,000.00	(1,537.00)	333.33	0.00	0.00 %
31215	Property Tax Delinquent 5th Year	4,000.00	(1,247.00)	333.33	0.00	0.00 %
31216	Property Tax Delinquent 6th Year	3,000.00	0.00	250.00	0.00	0.00 %
31219	Property Tax Delinquent - Other Prior	9,000.00	(288.00)	750.00	0.00	0.00 %
31300	Int, Penalty, And Court Cost On Prop	60,000.00	(20,338.45)	5,000.00	(1,170.75)	23.42 %
31513	Payment In Lieu Of Tax -Sewer	91,342.00	(85,441.62)	7,611.83	0.00	0.00 %
31520	Payments From Industry	0.00	(7,345.00)	0.00	0.00	0.00 %
31610	Local Sales Tax - Co. Trustee	2,020,000.00	(2,152,555.16)	168,333.33	(171,905.79)	102.12 %
31709	Beer And Liquor Local Priv Tax	4,900.00	(6,412.55)	408.33	(116.73)	28.59 %
31710	Wholesale Beer Tax	230,000.00	(265,665.95)	19,166.67	(27,865.21)	145.38 %
31800	Business Taxes	130,000.00	(157,889.04)	10,833.33	(67,916.41)	626.92 %
31911	Natural Gas Franchise Tax	119,000.00	(95,733.43)	9,916.67	0.00	0.00 %
31912	Cable TV Franchise Tax	95,000.00	(112,305.05)	7,916.67	0.00	0.00 %
31960	Special Assessment - Liens	1,300.00	(520.00)	108.33	0.00	0.00 %
31980	Mixed Drink Taxes	9,000.00	(14,810.42)	750.00	(1,854.50)	247.27 %
32090	Peddler Permit	50.00	0.00	4.17	0.00	0.00 %
32209	Beer And Liquor License Application	800.00	(3,450.00)	66.67	(250.00)	375.00 %
32610	Building Permits	20,000.00	(26,587.50)	1,666.67	(1,837.00)	110.22 %

110	General Fund	Account	Description	Year-To-Date		Monthly Comparative:		Estimate Avg/Mth	Month-To-Date		% of Avg
				Budget Estimate	Actual	% of Budget	Actual		Actual		
32690		Other Permits		50.00	0.00	0.00 %	4.17	0.00	0.00 %	100.00 %	
32710		Sign Permits		950.00	(700.00)	73.68 %	79.17	(200.00)	252.63 %		
33100		Federal Grants		1,945,450.00	(108,364.08)	5.57 %	162,120.83	(10,120.00)	6.24 %		
33142		ARRA Grant #1 - Fiber Optic		200,417.00	(123,183.53)	61.46 %	16,701.42	0.00	0.00 %		
33143		ARRA Grant #2 - Callista Road Project		0.00	(32,968.34)	0.00 %	0.00	0.00	0.00 %		
33191		Fema Reimbursement		70,441.00	0.00	0.00 %	5,870.08	0.00	0.00 %		
33320		Tva Payments In Lieu Of Taxes		113,523.00	(87,709.50)	77.26 %	9,460.25	0.00	0.00 %		
33410		State Law Enforcement Education		22,400.00	(18,600.00)	83.04 %	1,866.67	0.00	0.00 %		
33450		Local Grant-Rob.Co. Sro		36,751.00	(36,751.00)	100.00 %	3,062.58	0.00	0.00 %		
33460		State Grant-Library Technology		6,100.00	(1,818.00)	29.80 %	508.33	0.00	0.00 %		
33510		State Sales Tax		662,986.00	(705,385.00)	106.40 %	55,248.83	(59,327.96)	107.38 %		
33520		State Income Tax		19,500.00	(30,190.71)	154.82 %	1,625.00	(86.58)	5.33 %		
33530		State Beer Tax		5,230.00	(5,070.12)	96.94 %	435.83	0.00	0.00 %		
33553		State Gasoline Inspection Fee		21,023.00	(21,017.02)	99.97 %	1,751.92	(1,751.16)	99.96 %		
33593		Corporate Excise Tax		16,000.00	(10,418.97)	65.12 %	1,333.33	0.00	0.00 %		
33710		County Grant - Senior Nutrition		9,500.00	(9,500.00)	100.00 %	791.67	0.00	0.00 %		
34120		Fees And Commissions		2,800.00	(2,920.73)	104.31 %	233.33	(1,200.00)	514.29 %		
34740		Parks And Rec League Fees		54,000.00	(81,294.38)	150.55 %	4,500.00	(3,541.50)	78.70 %		
34741		Field Maintenance Fees		7,785.00	(8,400.00)	107.90 %	648.75	0.00	0.00 %		
34760		Library Fines, Fees, And Other		7,000.00	(7,357.49)	105.11 %	583.33	(742.55)	127.29 %		
34793		Community Center Fees		15,000.00	(38,371.55)	255.81 %	1,250.00	(5,340.00)	427.20 %		
34900		Other Charges For Services		9,500.00	(8,153.00)	85.82 %	791.67	(573.50)	72.44 %		
35110		City Court Fines And Costs		150,000.00	(146,151.14)	97.43 %	12,500.00	(11,197.62)	89.58 %		
35130		Impoundment Charges		600.00	(230.00)	38.33 %	50.00	0.00	0.00 %		

110	General Fund	Account	Description	Year-To-Date		Monthly Comparative:			
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
36000		Other Revenues		22,500.00	(8,838.50)	39.28 %	1,875.00	(22.35)	1.19 %
36100		Interest Earnings		6,100.00	(5,010.05)	82.13 %	508.33	0.00	0.00 %
36210		Rent		19,275.00	(16,651.27)	86.39 %	1,606.25	0.00	0.00 %
36330		Sale Of Equipment		0.00	(6,373.92)	0.00 %	0.00	(2,184.86)	0.00 %
36350		Insurance Recoveries		0.00	(23,279.24)	0.00 %	0.00	0.00	0.00 %
36420		Stadium Receipts		6,200.00	(5,128.55)	82.72 %	516.67	0.00	0.00 %
36430		Tax Refunds (Overpayments)		0.00	(19.76)	0.00 %	0.00	(1.52)	0.00 %
36450		Parks Concessions		6,400.00	(19,831.44)	309.87 %	533.33	0.00	0.00 %
36700		Contri And Donation From Private		0.00	(11,244.08)	0.00 %	0.00	(200.00)	0.00 %
36960		Operating Transfer In From Other		130,000.00	0.00	0.00 %	10,833.33	0.00	0.00 %
		Total Revenues		8,125,757.00	(6,285,302.19)	77.35 %	677,146.42	(376,887.62)	55.66 %
		Expenditures							
41000		General Government		(313,563.00)	281,529.86	89.78 %	(26,130.25)	18,057.57	69.11 %
41210		City Court		(77,734.00)	73,667.62	94.77 %	(6,477.83)	5,649.96	87.22 %
41500		Financial Administration		(365,584.00)	314,851.13	86.12 %	(30,465.33)	20,168.94	66.20 %
41650		Human Resources		(137,766.00)	122,491.06	88.91 %	(11,480.50)	9,949.57	86.66 %
41670		Engineering		(1,491,500.00)	296,169.81	19.86 %	(124,291.67)	(83,142.74)	-66.89 %
41700		Planning And Zoning		(268,162.00)	225,618.15	84.14 %	(22,346.83)	9,737.69	43.58 %
41800		General Government Buildings		(101,308.00)	89,268.77	88.12 %	(8,442.33)	3,286.66	38.93 %
41921		Special Events		(4,000.00)	2,538.25	63.46 %	(333.33)	74.78	22.43 %
42100		Police Patrol		(1,025,665.00)	886,325.16	86.41 %	(85,472.08)	33,082.00	38.71 %
42120		Police Support Services		(311,430.00)	277,449.59	89.09 %	(25,952.50)	18,628.53	71.78 %
42150		Police Administration		(187,257.00)	173,175.84	92.48 %	(15,604.75)	10,458.03	67.02 %
42151		Communications Services		(170,000.00)	174,018.38	102.36 %	(14,166.67)	16,503.24	116.49 %

110	General Fund	Account	Description	Year-To-Date		Monthly Comparative:		Actual	% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Month-To-Date		
42200		Fire Protection And Control		(1,613,297.00)	947,130.65	58.71 %	(134,441.42)	66,574.81	49.52 %
42210		Fire Administration And Inspection		(294,319.00)	270,498.65	91.91 %	(24,526.58)	14,389.14	58.67 %
43000		Public Works		(598,357.00)	515,789.69	86.20 %	(49,863.08)	3,008.28	6.03 %
43100		Highways And Streets		0.00	0.00	0.00 %	0.00	(10.00)	0.00 %
43200		Sanitation		0.00	0.00	0.00 %	0.00	0.00	0.00 %
44310		Senior Citizen Activities		(40,066.00)	28,288.01	70.60 %	(3,338.83)	2,255.15	67.54 %
44700		Parks		(257,929.00)	254,395.33	98.63 %	(21,494.08)	18,200.39	84.68 %
44740		Park Maintenance		(602,902.00)	418,762.38	69.46 %	(50,241.83)	(161,818.25)	-322.08 %
44800		Libraries		(183,342.00)	190,514.34	103.91 %	(15,278.50)	25,384.66	166.15 %
44880		Children's Library Services		(40,008.00)	35,415.48	88.52 %	(3,334.00)	504.73	15.14 %
51000		Misc Exp		(360,634.00)	152,613.05	42.32 %	(30,052.83)	(2,172.48)	-7.23 %
58802		ARRA Grant #1 - Fiber Optic		(450,417.00)	196,366.28	43.60 %	(37,534.75)	(8,957.50)	-23.86 %
58803		ARRA Grant #2 - Calista Road Project		0.00	29,027.59	0.00 %	0.00	0.00	0.00 %
Total		Expenditures		(8,895,240.00)	5,955,905.07	66.96 %	(741,270.00)	19,813.16	2.67 %
Total	110	General Fund		(769,483.00)	(329,397.12)	-42.81 %	(64,123.58)	(357,074.46)	-556.85

122	Parks Sales Tax Fund	Account	Description	Year-To-Date		Monthly Comparative:		% of Avg	% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Actual		
									100.00%
		36100	Interest Earnings	900.00	(251.85)	27.98 %	75.00	0.00	0.00 %
		36425	Parks Sales Tax Receipts	79,000.00	(70,982.30)	89.85 %	6,583.33	0.00	0.00 %
		36700	Contri And Donation From Private	20,000.00	(20,520.00)	102.60 %	1,666.67	0.00	0.00 %
		Total	Revenues	99,900.00	(91,754.15)	91.85 %	8,325.00	0.00	0.00 %
		49000	Debt Service	(142,884.00)	132,250.79	92.56 %	(11,907.00)	0.00	0.00 %
		Total	Expenditures	(142,884.00)	132,250.79	92.56 %	(11,907.00)	0.00	0.00 %
Total	122		Parks Sales Tax Fund	(42,984.00)	40,496.64	94.21 %	(3,582.00)	0.00	0.00 %

123	Solid Waste Fund	Account	Description	Year-To-Date		Monthly Comparative:		% of Avg	
				Budget Estimate	Actual	Estimate Avg/Mth	Actual		Month-To-Date
		34400	Sanitation - User Fees	682,000.00	(690,898.50)	101.30 %	56,833.33	(57,304.00)	100.83 %
		36100	Interest Earnings	1,000.00	(806.55)	80.66 %	83.33	0.00	0.00 %
		36330	Sale Of Equipment	0.00	(105,000.00)	0.00 %	0.00	0.00	0.00 %
		36350	Insurance Recoveries	0.00	(1,658.95)	0.00 %	0.00	0.00	0.00 %
		37794	Sale Of Materials	5,000.00	(17,331.10)	346.62 %	416.67	(761.11)	182.67 %
		Total	Revenues	688,000.00	(815,695.10)	118.56 %	57,333.33	(58,065.11)	101.28 %
		43000	Public Works	0.00	0.00	0.00 %	0.00	0.00	0.00 %
		43200	Sanitation	(733,084.00)	689,789.14	94.09 %	(61,090.33)	(501.89)	-0.82 %
		49000	Debt Service	(101,980.00)	101,983.78	100.00 %	(8,498.33)	0.00	0.00 %
		Total	Expenditures	(835,064.00)	791,772.92	94.82 %	(69,588.67)	(501.89)	-0.72 %
		Total 123	Solid Waste Fund	(147,064.00)	(23,922.18)	-16.27 %	(12,255.33)	(58,567.00)	-477.89

124	Impact Fees	Account	Description	Year-To-Date		Monthly Comparative:		% of Avg	% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Actual		
Revenues									
36100		Interest Earnings		1,000.00	(326.74)	32.67 %	83.33	0.00	0.00 %
36421		Roads Impact Fees		16,000.00	(3,037.86)	18.99 %	1,333.33	(1,345.60)	100.92 %
36422		Parks Impact Fees		15,000.00	(1,197.40)	7.98 %	1,250.00	(79.20)	6.34 %
36423		Police Impact Fees		11,000.00	(1,217.72)	11.07 %	916.67	(373.15)	40.71 %
36424		Fire Impact Fees		7,000.00	(841.58)	12.02 %	583.33	(247.09)	42.36 %
Total Revenues				50,000.00	(6,621.30)	13.24 %	4,166.67	(2,045.04)	49.08 %
Expenditures									
51010		Roads Impact Fees		(37,950.00)	7,813.85	20.59 %	(3,162.50)	0.00	0.00 %
51040		Fire Impact Fees		(39,845.00)	39,807.33	99.91 %	(3,320.42)	0.00	0.00 %
Total Expenditures				(77,795.00)	47,621.18	61.21 %	(6,482.92)	0.00	0.00 %
Total	124	Impact Fees		(27,795.00)	40,999.88	147.51 %	(2,316.25)	(2,045.04)	-88.29 %

140	Police Drug Fund	Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Actual	
Revenues								
31610			Local Sales Tax - Co. Trustee	1,200.00	(475.00)	39.58 %	100.00	0.00 %
33100			Federal Grants	0.00	0.00	0.00 %	0.00	0.00 %
35130			Impoundment Charges	400.00	0.00	0.00 %	33.33	0.00 %
35140			Drug Related Fines	15,500.00	(5,442.60)	35.11 %	1,291.67	0.00 %
36000			Other Revenues	0.00	(100.00)	0.00 %	0.00	0.00 %
36100			Interest Earnings	100.00	(63.85)	63.85 %	8.33	0.00 %
			Total Revenues	17,200.00	(6,081.45)	35.36 %	1,433.33	0.00 %
Expenditures								
42129			Drug Investigation And Control	(26,800.00)	25,583.15	95.46 %	(2,233.33)	0.00 %
			Total Expenditures	(26,800.00)	25,583.15	95.46 %	(2,233.33)	0.00 %
Total	140		Police Drug Fund	(9,600.00)	19,501.70	203.14 %	(800.00)	0.00 %

412 Sewer Fund	Account	Description	Year-To-Date		Monthly Comparative:			
			Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
								100.00%
	Revenues							
	33191	Fema Reimbursement	25,131.00	0.00	0.00 %	2,094.25	0.00	0.00 %
	34900	Bulk Disposal Fee	800.00	(1,650.00)	206.25 %	66.67	0.00	0.00 %
	36000	Other Revenues	15,000.00	(23,908.99)	159.39 %	1,250.00	0.00	0.00 %
	36100	Interest Earnings	3,200.00	(2,443.94)	76.37 %	266.67	0.00	0.00 %
	36330	Sale Of Equipment	0.00	(2,792.58)	0.00 %	0.00	0.00	0.00 %
	36350	Insurance Recoveries	0.00	(14,752.40)	0.00 %	0.00	0.00	0.00 %
	36920	Sale Of Bonds	6,303,988.00	(838,529.00)	13.30 %	525,332.33	0.00	0.00 %
	37210	Application Fees	32,000.00	(27,510.00)	85.97 %	2,666.67	(2,320.00)	87.00 %
	37220	Administrative Fees	11,000.00	(10,475.00)	95.23 %	916.67	(1,150.00)	125.45 %
	37230	Sewer User Fees	2,500,000.00	(2,537,246.14)	101.49 %	208,333.33	(217,308.47)	104.31 %
	37298	Capacity Fees	42,000.00	(52,250.00)	124.40 %	3,500.00	(2,400.00)	68.57 %
	37995	Connection Fees	4,000.00	(4,650.00)	116.25 %	333.33	(300.00)	90.00 %
		Total Revenues	8,937,119.00	(3,516,208.05)	39.34 %	744,759.92	(223,478.47)	30.01 %
	Expenditures							
	49000	Debt Service	(372,792.00)	365,675.48	98.09 %	(31,066.00)	5,740.74	18.48 %
	52117	Administration And General Expenses	(599,807.00)	494,731.99	82.48 %	(49,983.92)	4,046.45	8.10 %
	52210	Collection	(5,930,748.00)	1,004,569.94	16.94 %	(494,229.00)	(394,995.76)	-79.92 %
	52213	Sewer Treatment And Disposal	(915,462.00)	349,797.92	38.21 %	(76,288.50)	(25,109.43)	-32.91 %
	52223	Depreciation	(618,700.00)	598,342.25	96.71 %	(51,558.33)	0.00	0.00 %
	58804	ARRA Assistance - Sewer Rehab	(803,988.00)	360,901.70	44.89 %	(66,999.00)	(246,469.28)	-367.87 %
		Total Expenditures	(9,241,497.00)	3,174,019.28	34.35 %	(770,124.75)	(656,787.28)	-85.28 %
	Total 412	Sewer Fund	(304,378.00)	(342,188.77)	-112.42 %	(25,364.83)	(880,265.75)	-3,470.42

Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
416	Healthcare Fund					100.00%
Revenues						
36000	Other Revenues	0.00	(283.50)	0.00	0.00	0.00 %
36100	Interest Earnings	300.00	(299.28)	25.00	0.00	0.00 %
36960	Operating Transfer In From Other	161,509.00	(29,566.04)	13,459.08	0.00	0.00 %
	Total Revenues	161,809.00	(30,148.82)	13,484.08	0.00	0.00 %
Expenditures						
43400	Cemeteries	0.00	0.00	0.00	0.00	0.00 %
51520	Insurance Employers Share	(181,194.00)	55,679.58	(15,099.50)	6,199.66	41.06 %
	Total Expenditures	(181,194.00)	55,679.58	(15,099.50)	6,199.66	41.06 %
Total 416	Healthcare Fund	(19,385.00)	25,530.76	(1,615.42)	6,199.66	383.78 %

Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Month-To-Date Actual	
433	Hillcrest City Cemetery					100.00%
Revenues						
34110	General Services	2,275.00	(1,614.00)	189.58	(288.00)	151.91 %
34321	Cemetery Burial Charges	150.00	(1,550.00)	12.50	(300.00)	2,400.00 %
34323	Grave - Opening And Closing Fees	14,200.00	(11,700.00)	1,183.33	(450.00)	38.03 %
36100	Interest Earnings	340.00	(233.68)	28.33	0.00	0.00 %
36340	Sale Of Cemetery Lots	15,500.00	(2,250.00)	1,291.67	(750.00)	58.06 %
	Total Revenues	32,465.00	(17,347.68)	2,705.42	(1,788.00)	66.09 %
Expenditures						
43400	Cemeteries	(42,606.00)	28,019.23	(3,550.50)	(5,941.37)	-167.34 %
	Total Expenditures	(42,606.00)	28,019.23	(3,550.50)	(5,941.37)	-167.34
Total 433	Hillcrest City Cemetery	(10,141.00)	10,671.55	(845.08)	(7,729.37)	-914.63

RESOLUTIONS....

RESOLUTION 13-11

**A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, REQUESTING ASSISTANCE
FROM THE TENNESSEE EMERGENCY COMMUNICATIONS BOARD, DEPARTMENT OF
COMMERCE AND INSURANCE.**

WHEREAS, the City of White House requests assistance from the Tennessee Emergency Communication Board, Department of Commerce and Insurance; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of White House that:

Section I. That the Sumner County 911 director is withholding ESN numbers, mapping data, and otherwise assist the City of White House transition to a consolidated dispatch with Robertson County ECD through an Interlocal Agreement; and

Section II. That the City of White House requests a formal review of the decision of the Sumner County 911 director by the Tennessee Emergency Communication Board, Department of Commerce and Insurance; and

Adopted this 18th day of July 2013.

Michael Arnold, Mayor

ATTEST:

Amanda Brewton, City Recorder

ORDINANCES....

FINANCE....

July 8, 2013

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: W. Joe Moss, Public Services Director
Re: Request to Approve Tractor Purchase

On this date, July 2, 2013, I am requesting that the Mayor and Board of Alderman approve the purchase of a T4030 New Holland tractor from Dickson County Equipment.

The tractor is a listed CIP approved piece of equipment and is a necessary component of the street and wastewater maintenance operation.

The State of Tennessee purchasing department competitively bid this item and the tractor is a current stat contract item and the number is 246-019894.

The breakdown for the \$36,526.27 purchase price is as follows:

- | | |
|--------------------------------|-------------|
| 1. T4030 New Holland 60 PTO HP | \$23,867.93 |
| 2. Cab over | \$7,973.93 |
| 3. 4 Wheel Drive | \$4,684.99 |

Should you have any questions regarding this award request, please call me at 406-0177.

July 8, 2013

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: W. Joe Moss, Public Services Director
Re: Single Source Request for Wastewater – FY 2013 - 2014

On this date, July 2, 2013, I am requesting that the Mayor and Board of Alderman authorize the use of the single source vendors as shown below.

This list represents items used by the wastewater department that are only provided for by one vendor, or where only one vendor provides the most appropriate item for the City's use. For this reason, all items on this list are then exempted from the general purchasing guidelines and bidding requirements.

VENDOR	AMOUNT	REASON
Wascon Inc.: E-One grinder & Myers pumps/panels for operations & maintenance	\$220,000.00	Source for E-One low pressure grinders/panels & Myers grinders/panel
AirVac Division: Controllers, valves and parts for vacuum system	\$20,000.00	N. Palmers & Calista vacuum stations & systems – Proprietary
Labtronx: Flow meter sales, parts & service	\$6,000.00	Calibrate & certify monitor equipment for NPDES permit requirements.
Southern Sales: UV system parts & repair, GR station parts, Barnes 2-hp & 5-hp pumps/panels	\$70,000.00	Source for Trojan UV & Gorman Rupp pumps & Barnes 2-hp & 5-hp grinders/panels
Vapex: Ozone generators	\$15,000.00	Source for repairs, parts & maintenance for ozone odor control at stations

Over the past several years, the wastewater department has been trying to standardize the grinder pumps both in the residential and commercial customer applications.

In doing so, it becomes costly to change out one type of pump and replace it with another type. Typically, the voltage requirements and panel components may be different. Therefore, we have begun requiring new construction to conform to one (1) of three (3) approved pump manufacturers. The list is as follows:

1. E-One Extreme SPD (semi-positive displacement) – 1-hp WH Series;
2. Myers WGL20-21 (LD) – 2-hp Centrifugal Series (pumps at plant);
3. Barnes EcoTRAN – Model OGP2022CE – 2-hp Centrifugal Series & the SGV5062L - 5-hp Centrifugal Series.

Should you have any questions regarding this contract extension request, please give me a call 406-0177.

July 9, 2013

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Charlotte Soporowski, Finance Director
Re: Purchase of Finance Vehicle from State Contract

As approved in the current fiscal year budget for \$25,000 the Finance Department is requesting the purchase of a vehicle from the State Contract. As noted on the CIP Detail sheet, the plan was to purchase a Chevy Impala. However, that is no longer an option on the state contract. Impalas are only available as police pursuit vehicles. Therefore, I am requesting your approval of a Ford Explorer, 2WD, in ingot silver metallic from Ford of Murfreesboro for \$24,559. Should you have any questions about this purchase, or the vehicle, please feel free to contact me.

July 10, 2013

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: W. Joe Moss, Public Services Director
Re: Request to Award Asphalt Contract

On this date, July 8, 2013, I am requesting that the Mayor and Board of Alderman award the contract for the 2013-2018 Paving & Roadway Repair bid.

The City's purchasing department competitively bid this project and they received two (2) responses for this solicitation.

I've attached purchasing's bid tabulation for your review. I have reviewed the bids and discussed same with the low bidder. Therefore, based on their pricing, I'm recommending that the BMA award the 2013-2018 Paving & Roadway Repair bid to Sessions Asphalt in the aggregate amount of \$418,327.50.

In addition to the base bid, I've included an addendum for the **milling** of Charles Drive. Please be advised that Session's bid of \$6,020.00 is based on a per unit bid price of \$6.80 per yard. I've estimated the milling quantity to be approximately 700 yards. However, the actual yardage may be more or less than this estimate.

Please be advised that the line item pricing in this bid is for the City's use and does not infer that the Public Services department will use each line item within the Bid Schedule.

Due to the varying road conditions that exist within the City, we need to have several different asphalt material types available to ensure that we are using the proper base and wear coarse materials when overlaying a given street.

Should you have any questions regarding this award request, please call me at 406-0177.

Paving and Roadway Repair

BID# 13-1007PW	Rogers Group, Inc.	Sessions Paving Co.
2013 - 2018 Roadway Repair and Paving	2124 Nashville Pike	6535 Robertson Avenue
OPENING: July 3, 2013 @ 2:00 pm	Gallatin, TN 37066	Nashville, TN 37209
SPECIFICATIONS:	Unit Cost	Unit Cost
SEE ATTACHED DETAILED SHEETS		
TOTAL BID	\$437,037.00	\$418,327.50
ALTERNATE #1 (CHARLES DRIVE)	\$8,750.00	\$6,020.00
Delivery		
Totals	\$437,037.00	\$418,327.50

PAVING CALCULATIONS FOR 2014 BUDGET

Street	From	To	Length	Width	S. Y.	Paving Leveling 50 lb/sy	Surface Layer	Surface Tons	Total Tons	Price w/Index	Estimated Total
Industrial Drive - "D" Mix	1st Business	WW Plant	3,300	24	8,800	176.00	1.5	726	902.00	\$89.85	\$81,044.84
South Palmers - "D" Mix	Springbrook	School	2,000	26	3,033	60.67	1.5	250	310.92	\$89.85	\$27,935.91
South Palmers - "D" Mix	East City Limits	Springbrook	3,300	21	7,700	154.00	1.5	635	789.25	\$89.85	\$70,914.24
Charles Drive - "D" Mix	Hwy 76	Walmart Lot	310	21	723	14.47	1.5	60	74.14	\$89.85	\$6,661.64
Charles Drive - "BM2" Mix	Hwy 76	Walmart Lot	310	21	723	14.47	2.5	99	113.93	\$73.85	\$8,413.38
Charles Drive - "Milling"	Hwy 76	Walmart Lot	310	21	700	N/A	2			\$8.60	\$6,020.00
Cherokee Drive - "E" Mix	Apache Trail	Apache Trail	1,050	21	4,667	93.33	1.5	385	478.33	\$84.15	\$40,251.82
Cedarbrook - "E" Mix	McCurdy	Cul-de-Sac	2,866	25	7,961	159.22	1.5	657	816.02	\$84.15	\$68,667.69
Autumnwood - "E" Mix	Cedarbrook	End	1,780	25	4,944	98.89	1.5	408	506.81	\$84.15	\$42,647.76
Cedar Point Drive - "E" Mix	Autumnwood	Cul-de-Sac	230	30	767	15.33	1.5	63	78.58	\$84.15	\$6,612.80
Pinson Lane - "E" Mix	Pleasant Valley	New Hall Rd.	6,300	15	10,500	210.00	2	1,155	1,365.00	\$84.15	\$114,864.97

BASE PROPOSAL: Bidder agrees to perform all of the WORK on roadways described in the specifications and shown on the plans for the sum of

FOUR HUNDRED THIRTY SEVEN THOUSAND, NO HUNDRED THIRTY

SEVEN DOLLARS & NO CENTS (\$ 437,037.00)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

BID SCHEDULE (Paving 2013 Estimated Quantities Shown-adjusted annually):

* = Items marked " * " are for unit price bidding purposes only and may or may not be utilized by the Public Service Director throughout the year. Also, these items should not include a "total price per item" nor be summed for the "total paving bid". However, these items may be included in the award process as seen applicable by the City of White House.

	TDOT Item No.	Description	Units	Estimated Quantity	Price Per Unit	Total Price Per Item
*	402-01	Bit. Mat. For Prime Coat	Ton	1	1,000.00	
	403-01	Bit. Mat. For Tack Coat	Ton	10	650.00	6,500.00
	411-01.10	ACS Mix (PG64-22) Grading D	Ton	1250	95.00	118,750.00
	411-01.11	ACS Mix (PG64-22) Grading E	Ton	1250	87.00	108,750.00
	716-02.01	Plastic Pavement Marking (4" Line)	LM	6.3	3,000.00	18,900.00
	716-02.05	Plastic Pavement Marking (Stop Line)	LF	60	16.00	960.00
	716-05.01	Painted Pavement Marking (4" Line)	LM	6.3	900.00	5,670.00
	716-05.05	Painted Pavement Marking (Stop Line)	LF	60	8.45	507.00
*	203-01	Excavation (unclassified)	CY	500	30.00	
*	203-04	Placing and Spreading Topsoil	CY	100	35.00	
*	203-05	Undercutting	CY	500	30.00	
*	203-07	Furnishing and Spreading Topsoil	CY	100	35.00	
*	204-08.01	Backfill Material (Flowable Fill)	CY	100	170.00	
*	303-01	Mineral Aggregate, Type A Base, Grading D	Ton	1000	32.50	
*	307-01.01	AC Mix (PG64-22) Grading A	Ton	500	74.00	
	307-01.08	AC Mix (PG64-22) BM2	Ton	1000	75.00	75,000.00
	307-01.10	AC Mix (PG64-22) CW	Ton	1200	85.00	102,000.00
*	709-05.05	Riprap, Class A-3	Ton	200	38.00	
*	709-05.06	Riprap, Class A-1	Ton	200	38.00	
*	709-05.07	Riprap, Class A-2	Ton	200	38.00	

*	709-05.08	Riprap, Class B	Ton	200	40.00	
*	709-05.09	Riprap, Class C	Ton	200	41.00	
*	740-10.01	Geotextile Fabric	SY	1000	4.50	
*	793-16.21	Adjust Manhole Lid or Valve Box	EA	20	250.00	
*	801-01	Seeding (with Mulch)	SY	1000	1.25	
*	805-12.01	Erosion Control Blanket	SY	800	4.75	
*	209-08.03	Silt Fence	LF	300	3.50	

Total Paving Bid \$ 437,037.00

SPECIAL HOURLY RATE PAY ITEMS
FOR WORK NOT COVERED
BY PAY ITEMS LISTED ABOVE

ITEM NO.	DESCRIPTION	PAY UNIT	UNIT PRICE
FH-901	2 man crew/backhoe, 50 HP minimum	HR	\$ 250.00
FH-902	Trackhoe w/operator (no mobilization) 100 HP min.	HR	\$ 150.00
FH-903	4 WD Articulating wheel loader w/operator 100HP min.	HR	\$ 120.00
FH-904	Tracked loader w/operator (no mobilization) 100HP min.	HR	\$ 150.00
FH-905	Dozer w/operator	HR	\$ 150.00
FH-906	Bob Cat or skid Loader w/operator	HR	\$ 80.00
FH-907	Tandem axle dump truck w/driver	HR	\$ 85.00
FH-908	Single axle dump truck w/ driver	HR	\$ 65.00
FH-912	EMERGENCY MOBILIZATION (4 HOUR NOTICE)	EACH	\$ 1,000.00

Contractor: Rogers Group, Inc.

By: 

Title: Vice President

Date: July 3, 2013

SECTION 130-A

BID FORMS

SPECIFICATIONS:

1. Mill approximately 4" of Charles Drive, estimated at approximately 700 square yards, from the crosswalk at Highway 76 to the north end of the road, in accordance with the TDOT standard specifications.
2. Contractor is to haul off milling spoils;
3. Place 2 ½" of asphalt binder grade BM2 (PG64-22) (as priced in bid);
4. Apply Tack Coat to Binder at the rate of 0.05 – 0.10 gallons per square yard (as priced in bid);
5. Place 1 ½" of compacted asphaltic surface Grade D-Mix (PG64-22) (as priced in bid);
6. Apply striping to match existing and add striping as required at the Walmart tie-in.

BID SCHEDULE FOR ADDENDUM #1:

* = Items marked " * " are for unit price bidding purposes only and may or may not be utilized by the Public Service Director throughout the year. **Also, these items should not include a "total price per item" nor be summed for the "total paving bid".** However, these items may be included in the award process as seen applicable by the City of White House.

	TDOT Item No.	Description	Units	Estimated Quantity	Price Per Unit	Total Price Per Item
	415	Milling	Sq. Yds.	700	12.50	8,750.00
*		Extruded Curb	LF	30	<u>25.00</u>	

Total Milling Bid for ADDENDUM #1 \$ 8,750.00

ADDENDUM #1 PROPOSAL: Bidder agrees to perform all of the WORK on roadways described in the specifications above for the sum of

Eight Thousand Seven Hundred Fifty Dollars and No Cents

(\$ 8,750.00)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

SPECIFICATIONS:

1. Mill approximately 4" of Charles Drive, estimated at approximately 700 square yards, from the crosswalk at Highway 76 to the north end of the road, in accordance with the TDOT standard specifications.
2. Contractor is to haul off milling spoils;
3. Place 2 ½" of asphalt binder grade BM2 (PG64-22) (as priced in bid);
4. Apply Tack Coat to Binder at the rate of 0.05 – 0.10 gallons per square yard (as priced in bid);
5. Place 1 ½" of compacted asphaltic surface Grade D-Mix (PG64-22) (as priced in bid);
6. Apply striping to match existing and add striping as required at the Walmart tie-in.

BID SCHEDULE FOR ADDENDUM #1:

* = Items marked " * " are for unit price bidding purposes only and may or may not be utilized by the Public Service Director throughout the year. **Also, these items should not include a "total price per item" nor be summed for the "total paving bid".** However, these items may be included in the award process as seen applicable by the City of White House.

	TDOT Item No.	Description	Units	Estimated Quantity	Price Per Unit	Total Price Per Item
	415	Milling	Sq. Yds.	700	860	6,020 ⁰⁰
*		Extruded Curb	LF	30	30 ⁰⁰	—

Total Milling Bid for ADDENDUM #1 \$ 6020⁰⁰

ADDENDUM #1 PROPOSAL: Bidder agrees to perform all of the WORK on roadways described in the specifications above for the sum of

Six Thousand Twenty Dollar and zero
Cents — (\$ 6020⁰⁰)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Sessions Paving Company
by Robert A. Hutchinson
Pres.

BASE PROPOSAL: Bidder agrees to perform all of the WORK on roadways described in the specifications and shown on the plans for the sum of

Four Hundred Eighteen Thousand Three Hundred Twenty Seven
Dollars and Zero Cents - (\$ 418,327⁵⁰)
 (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

BID SCHEDULE (Paving 2013 Estimated Quantities Shown-adjusted annually):

* = Items marked " * " are for unit price bidding purposes only and may or may not be utilized by the Public Service Director throughout the year. Also, these items should not include a "total price per item" nor be summed for the "total paving bid". However, these items may be included in the award process as seen applicable by the City of White House.

	TDOT Item No.	Description	Units	Estimated Quantity	Price Per Unit	Total Price Per Item
*	402-01	Bit. Mat. For Prime Coat	Ton	1	885 ⁰⁰	—
	403-01	Bit. Mat. For Tack Coat	Ton	10	1 ⁰⁰	10 ⁰⁰
	411-01.10	ACS Mix (PG64-22) Grading D	Ton	1250	89 ⁸⁵	112,312 ⁵⁰
	411-01.11	ACS Mix (PG64-22) Grading E	Ton	1250	84 ¹⁵	105,187 ⁵⁰
	716-02.01	Plastic Pavement Marking (4" Line)	LM	6.3	3000 ⁰⁰	18,900 ⁰⁰
	716-02.05	Plastic Pavement Marking (Stop Line)	LF	60	15 ⁷⁵	945 ⁰⁰
	716-05.01	Painted Pavement Marking (4" Line)	LM	6.3	895 ⁰⁰	5638 ⁵⁰
	716-05.05	Painted Pavement Marking (Stop Line)	LF	60	84 ⁰⁰	504 ⁰⁰
*	203-01	Excavation (unclassified)	CY	500	26 ⁰⁰	—
*	203-04	Placing and Spreading Topsoil	CY	100	12 ⁰⁰	—
*	203-05	Undercutting	CY	500	28 ⁰⁰	—
*	203-07	Furnishing and Spreading Topsoil	CY	100	28 ⁰⁰	—
*	204-08.01	Backfill Material (Flowable Fill)	CY	100	146 ⁰⁰	—
*	303-01	Mineral Aggregate, Type A Base, Grading D	Ton	1000	25 ⁰⁰	—
*	307-01.01	AC Mix (PG64-22) Grading A	Ton	500	73 ⁵⁰	—
	307-01.08	AC Mix (PG64-22) BM2	Ton	1000	73 ⁸⁵	73,850 ⁰⁰
	307-01.10	AC Mix (PG64-22) CW	Ton	1200	84 ¹⁵	100,980 ⁰⁰
*	709-05.05	Riprap, Class A-3	Ton	200	38 ⁰⁰	—
*	709-05.06	Riprap, Class A-1	Ton	200	38 ⁰⁰	—
*	709-05.07	Riprap, Class A-2	Ton	200	38 ⁰⁰	—

*	709-05.08	Riprap, Class B	Ton	200	38 ⁰⁰	—
*	709-05.09	Riprap, Class C	Ton	200	38 ⁰⁰	—
*	740-10.01	Geotextile Fabric	SY	1000	5 ⁰⁰	—
*	793-16.21	Adjust Manhole Lid or Valve Box	EA	20	335 ⁰⁰	—
*	801-01	Seeding (with Mulch)	SY	1000	2 ⁰⁰	—
*	805-12.01	Erosion Control Blanket	SY	800	4 ⁰⁰	—
*	209-08.03	Silt Fence	LF	300	4 ⁰⁰	—

Total Paving Bid \$ 418,327⁵⁰

**SPECIAL HOURLY RATE PAY ITEMS
FOR WORK NOT COVERED
BY PAY ITEMS LISTED ABOVE**

ITEM NO.	DESCRIPTION	PAY UNIT	UNIT PRICE
FH-901	2 man crew/backhoe, 50 HP minimum	HR	120 ⁰⁰
FH-902	Trackhoe w/operator (no mobilization) 100 HP min.	HR	160 ⁰⁰
FH-903	4 WD Articulating wheel loader w/operator 100HP min.	HR	125 ⁰⁰
FH-904	Tracked loader w/operator (no mobilization) 100HP min.	HR	135 ⁰⁰
FH-905	Dozer w/operator	HR	130 ⁰⁰
FH-906	Bob Cat or skid Loader w/operator	HR	80 ⁰⁰
FH-907	Tandem axle dump truck w/driver	HR	85 ⁰⁰
FH-908	Single axle dump truck w/ driver	HR	70 ⁰⁰
FH-912	EMERGENCY MOBILIZATION (4 HOUR NOTICE)	EACH	850 ⁰⁰

Contractor: Sessions Paving Company

By: Robert A. Hutcherson

Title: PRESIDENT

Date: 7/3/2013

July 10, 2013

M E M O R A N D U M

To: Board of Mayor and Aldermen

From: Gerald Herman, City Administrator

Re: HFR Design Contract for Design Services for New Library

I am requesting the authority to enter into contract with HFR Design, Inc. for design services for the new library. If you have any questions, please do not hesitate to contact me at 672-4350, ext. 2105.

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Tenth day of July in the year Two Thousand Thirteen
(*In words, indicate day, month and year.*)

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

City of White House
105 College Street
White House, TN 37188

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

HFR Design, Inc.
7101 Executive Center Drive, Suite 300
Brentwood, TN 37027

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

A 14,050 square foot, one story library located on the corner of Highway 31 West and College Street, White House, TN

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.

Init.

AIA Document B101[™] – 2007 (formerly B101[™] – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:48:46 on 07/10/2013 under Order No.6036441060_1 which expires on 03/25/2014, and is not for resale.

User Notes:

(728068460)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

The Owner's procurement method for construction is unidentified at time of execution of this Agreement.

The Owner's authorized representative is Gerald Herman.

The Architect's consultants are:

Structural engineering design services and site/civil design services shall be provided by HFR Design, Inc.

Mechanical, electrical and plumbing engineering design services shall be provided by I. C. Thomasson, Inc.

Landscape design services shall be provided by Heibert & Associates, LLC

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

.1 Commencement of construction date:

Unknown at time of execution

.2 Substantial Completion date:

Unknown at time of execution

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

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:48:46 on 07/10/2013 under Order No.6036441060_1 which expires on 03/25/2014, and is not for resale.

User Notes:

(728068460)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$2,000,000 general aggregate limit
\$2,000,000 products/completed operations aggregate limit
\$1,000,000 each occurrence
\$300,000 damage to rented premises
\$5,000 medical expenses any one person
\$1,000,000 personal/advertising injury limit
\$1,000,000 employee benefits

.2 Automobile Liability

\$1,000,000 combined single limit

.3 Workers' Compensation, the greater of the coverages indicated below or the minimum coverages required under Tennessee law.

\$500,000 bodily injury by each accident
\$500,000 bodily injury by disease each employee
\$500,000 bodily injury by disease policy limit

.4 Professional Liability

\$3,000,000 each claim and \$5,000,000 aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

Int.

AIA Document B101™ – 2007 (formerly B161™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:48:46 on 07/10/2013 under Order No.6036441060_1 which expires on 03/25/2014, and is not for resale.

User Notes:

(728068460)

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

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

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

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

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

Int.

AIA Document B101™ – 2007 (formerly B161™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:48:46 on 07/10/2013 under Order No.6036441060_1 which expires on 03/25/2014, and is not for resale.

User Notes:

(728068460)

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

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

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

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

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;

Init.

- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

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

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

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. No subsequent modifications to the General Conditions shall be made by the Owner and the Contractor that would prejudice the Architect or increase the Architect's risk or obligations without Architect's consent.

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

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

§ 3.6.2 EVALUATIONS OF THE WORK

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

§ 3.6.2.2 The Architect shall recommend to the Owner that the Owner reject work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to the Owner that the Owner require inspection or testing of the Work in accordance with the provisions of the Contract

Int.

AIA Document B101™ - 2007 (formerly B161™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:48:46 on 07/10/2013 under Order No.6036441060_1 which expires on 03/25/2014, and is not for resale.

User Notes:

(728068460)

Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the

Int.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:48:46 on 07/10/2013 under Order No.6036441060_1 which expires on 03/25/2014, and is not for resale.

User Notes:

(728068460)

appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

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

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

§ 3.6.6 PROJECT COMPLETION

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

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	NP	
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	NP	
§ 4.1.4 Existing facilities surveys	NP	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	NP	
§ 4.1.6 Building Information Modeling (E202™-2008)	NP	
§ 4.1.7 Civil engineering	Architect	4.2
§ 4.1.8 Landscape design	Architect	4.2
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	4.2
§ 4.1.10 Value Analysis (B204™-2007)	NP	
§ 4.1.11 Detailed cost estimating	Architect	4.2
§ 4.1.12 On-site Project Representation (B207™-2008)	NP	
§ 4.1.13 Conformed construction documents	NP	
§ 4.1.14 As-Designed Record drawings	NP	
§ 4.1.15 As-Constructed Record drawings	Architect	
§ 4.1.16 Post occupancy evaluation	NP	
§ 4.1.17 Facility Support Services (B210™-2007)	NP	
§ 4.1.18 Tenant-related services	NP	
§ 4.1.19 Coordination of Owner's consultants	NP	
§ 4.1.20 Telecommunications/data design	Architect	4.2
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	NP	
§ 4.1.22 Commissioning (B211™-2007)	Architect	4.2
§ 4.1.23 Extensive environmentally responsible design	Architect	4.2
§ 4.1.24 LEED® Certification (B214™-2012)	Architect	4.2
§ 4.1.25 Fast-track design services	NP	
§ 4.1.26 Historic Preservation (B205™-2007)	NP	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	NP	

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

See Exhibit B

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

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

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

Init.

- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect.
- .2 Responding to the Contractor's excessive requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 120 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

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

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty (20) 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. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

Init.

Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

init.

§ 6.2 The Owner's budget for the Cost of the Work may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the

Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

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

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

§ 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 the institution of legal or equitable proceedings by either party. 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.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. Prior to Mediation proceeding, both parties agree to make a reasonable and good faith effort to reach a mutually agreeable negotiated resolution of any and all disputes. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:48:46 on 07/10/2013 under Order No.6038441080_1 which expires on 03/25/2014, and is not for resale.

User Notes:

(728068460)

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

(Paragraphs deleted)

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 at which time the Owner may avoid suspension by paying all amounts then due to Architect pursuant to this Agreement. 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 Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

§ 9.4 Either party may terminate this Agreement upon not less than fourteen 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.

Int.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:48:46 on 07/10/2013 under Order No.6036441060_1 which expires on 03/25/2014, and is not for resale.

User Notes:

(728068460)

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Tennessee,

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

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least seven 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.

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

ARTICLE 11 COMPENSATION

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

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

Basic Services as indicated in Article 3, the Architect's compensation shall be computed based on 5.5% of the cost of construction as defined in Article 6 of this Agreement.

int.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

| Negotiated hourly not to exceed.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

| Negotiated hourly not to exceed.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

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

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

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

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

| See Exhibit "A".

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation other than to the project's site and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 , Models and presentation materials requested by the Owner;

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:48:46 on 07/10/2013 under Order No.6036441060_1 which expires on 03/25/2014, and is not for resale.

User Notes:

(728068460)

- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- 9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

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

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

Not Applicable

§ 11.10 PAYMENTS TO THE ARCHITECT

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

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

8 % Eight percent simple interest or the maximum rate allowed pursuant to applicable law, whichever is less.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

12.1 ADA Compliance. The Americans with Disabilities Act (ADA) provides that a facility must be constructed in such a manner that, to the maximum extent feasible, most portions of the facility are readily accessible to persons with disabilities. The Owner acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

12.2 Definition of Hazardous Materials. As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

12.3 Hazardous Materials Suspension of Services. Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Architect or any other party encounters any hazardous or toxic materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may negatively affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:48:46 on 07/10/2013 under Order No.6036441060_1 which expires on 03/25/2014, and is not for resale.

User Notes:

(728068460)

other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable law and regulations.

12.4 Hazardous Materials Indemnity. The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and consultants (collectively, Architect) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Architect or its agents.

12.5 Legal Action. If either party takes legal action to enforce the terms of this Agreement, the prevailing party shall recover the reasonable costs it incurs, including attorney's fees, from the other party.

12.6 Standard of Care. In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

Exhibit "A" Hourly Rates
Exhibit "B", Description of Additional Services

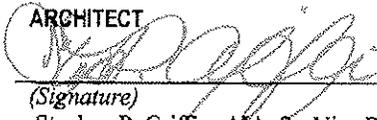
This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name and title)

ARCHITECT



(Signature)

Stephen P. Griffin, AIA - Sr. Vice President

(Printed name and title)

init.

AIA Document B101™ - 2007 (formerly B151™ - 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:48:46 on 07/10/2013 under Order No.6036441060_1 which expires on 03/25/2014, and is not for resale.

User Notes:

(728068460)

HART FREELAND ROBERTS, INC.**2013 HOURLY BILLING SCHEDULE**

Classification	Billing Rate
Expert Witness Testimony	\$225.00
Sr. Principal In Charge	\$195.00
Principal In Charge	\$170.00
Sr. Reg. Project Manager	\$170.00
Sr. Project Manager	\$140.00
Reg. Project Mgr. Architect / Engineer	\$150.00
Sr. Land Surveyor	\$145.00
Reg. Land Surveyor	\$120.00
Sr. Planner	\$165.00
Planner	\$120.00
Project Manager II	\$125.00
Project Manager I	\$115.00
Reg. Architect / Engineer	\$115.00
Senior Project Designer	\$110.00
Architect / Engineer Intern	\$100.00
Project Designer	\$95.00
Senior Arch / Eng. CAD Technician	\$90.00
Architect / Engineer CAD Technician	\$80.00
Senior Interior Designer	\$110.00
Interior Designer	\$85.00
Survey Party Chief	\$85.00
Survey CADD Tech - One Person Team	\$85.00
Survey - Two Person Team	\$125.00
Survey - Three Person Team	\$160.00
Clerical	\$60.00

These rates are subject to adjustment on a semi-annual basis to allow for changes in employee compensation, and the rates in effect at the time specific work is performed shall prevail. Effective Date January 1, 2013

I. C. THOMASSON ASSOCIATES, INC. 2013 HOURLY RATE RANGES FOR CLASSIFICATIONS	
Principal/Officer	\$185.00 to \$239.00
Project Manager	\$120.00 to \$200.00
Sr. Engineer	\$127.00 to \$200.00
Sr. Design Coordinator	\$116.00 to \$159.00
Engineer	\$103.00 to \$127.00
Sr. Designer	\$93.00 to \$116.00
Engineer-Intern	\$77.00 to \$111.00
Designer	\$68.00 to \$98.00
CADD	\$51.00 to \$90.00
Administrative Assistant	\$52.00 to \$90.00
Reimbursable expenses are invoiced at actual cost.	
Rates effective until 12/31/13.	

Description of Additional Services

- 4.1.7 The Civil Engineering, site design services include the following:
1. Civil Engineering Construction Documents (includes submittals for each: Schematic, DD and CD's)
 2. Perform preliminary review of conceptual site sketches
 3. Site Plan
 4. Grading Plan
 5. Erosion Control Plan
 6. Utility Plan
 7. Construction Details
 8. Earthwork Calculations
 9. Technical Construction Specifications
 10. PC Submittal and attendance
 11. Water quality and quantity calculations
 12. Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent for Construction Activity (NOI) for submittal to TN Department of Environment & Conservation
 13. Respond to questions during bid phase
 14. Shop Drawing review
 15. Construction Administration to include four (4) site visits
 16. Final Site Visit for Certification to City, 1 visit
 17. Design to be performed in Civil 3D to coordinate with Revit

Excluded from the Civil Engineering/site design services are:

1. Offsite storm water or utility infrastructure design
2. Landscape Plan
3. ARAP or Corp of Engineers permitting
4. Geotechnical Exploration of subsurface
5. Property Rezoning
6. Phase I Environmental Assessment

Civil Design Fee \$36,000.00

See exhibit "A" for hourly rates.

4.1.8 The landscape design services shall consist of a landscape design including an irrigation system, a tree inventory, a site visit to verify existing conditions and documents necessary for bidding purposes and construction administration services. The construction administration services include two (2) site visits during construction, the punch list inspection and a follow-up visit to insure the punch list items are complete. These services shall be provided by an individual licensed in the State of Tennessee and shall meet the minimum ordinance requirements of the City of White House, Tennessee.

Landscape Design Fee..... \$6,850.00

Hourly Rate for Landscape Design services is \$105.00/hr.

4.1.11 A detailed cost estimate shall be provided if requested by the Owner. The fee will be a negotiated lump sum fee.

4.1.22 Commissioning shall be provided if requested by the Owner. The fee will be a negotiated lump sum fee.

4.1.23, 4.1.24 Extensive environmentally responsible design and LEED Certification shall be provided if requested by the Owner. The fee will be a negotiated lump sum fee.

OTHER BUSINESS...

DISCUSSION ITEMS...

OTHER INFORMATION....