

This is to certify that these minutes were approved by the Hamblen County
Legislative Body on

October 20, 2025

Joe Spone
Joe Spone, Chairman

Linda Wilder
Linda Wilder, Hamblen County Clerk

Hamblen County Legislative Body
Thursday, September 22, 2005
Hamblen County Courthouse
Large Courtroom, Suite 303
5 p.m.

Chairman Joe Spoons, District 6
Vice-Chairman Guy Collins, District 11

Commissioner Edwin P. Osborne, District 1
Commissioner Nancy Phillips, District 2
Commissioner Tom Lowe, District 3
Commissioner Bobby Reinhardt, District 4
Commissioner Maudie Briggs, District 5
Commissioner Dennis Alvis, District 7
Commissioner Ricky Bruce, District 8
Commissioner Larry Baker, District 9
Commissioner Herbert Harville, District 10
Commissioner Doyle Fullington, District 12
Commissioner Donald Gray, District 13
Commissioner Linda Noe, District 14

AGENDA



Indicates Roll Call Vote Required

Opening of Hamblen County Legislative Body Monthly Meeting

— Sheriff Otto Purkey Deputy

- Call to Order — Chairman Joe Spoons ✓
- Prayer — Commissioner Dennis Alvis, Chaplain
- Pledge of Allegiance — Commissioner Nancy Phillips
- Roll Call — County Clerk Linda Wilder
- Recognition of Visitors — Chairman Joe Spoons
 - i. Dr. Dale Lynch, Hamblen County Board of Education
 - ii. Rev. Nigel Martin Reid, Sr.

additional time above
sub. Affairs & Education
follow bid & educational
longer time for their
presentation

1. Minutes, Notaries, and Appointments/Confirmations

- a. Approval of Minutes from Previous County Commission Meeting -Submitted by County Clerk's Office
 - ☞ i. August 18, 2005
- b. Approval of Notaries and Bonds -Submitted by County Clerk's Office
- c. Elections, Appointments, and Confirmations
 - ☞ i. Solid Waste Board Member Bill Blackburn (County Commission Appointee)
 - ☞ ii. Solid Waste Board Member Rusty Rouse (County Commission Appointee)

2. Planning Commission Report

- ☞ a. Rezoning Request — Elwood Drive
- ☞ b. Mayes Road

3. Old Business - None Stated.

4. New Business

- a. Annual Financial Reports for County "Fee" Officials
 - i. Chancery Court
 - ii. Circuit Court
 - iii. County Clerk
 - iv. Register of Deeds
 - v. Trustee
 - vi. Sheriff (Report not received at time of packet distribution)

5. Finance Committee — Chair Herbert Harville

- a. Operating Summaries — 8/31/05 (Informational Purposes Only)
- ☞ b. Review of Monthly Checks Submitted by Office of the Hamblen County Mayor (Distributed by Mail)
- c. Hospital Debt Service Expenditure Rules/Regulations
- ☞ d. Three-Year Inter-fund Loan Capital Outlay Note — 2005 Jail Annex 2nd Floor Completion
- e. Budget Amendments
 - ☞ 1. Other EMA (Alcoa Foundation Grant)
 - ☞ 2. Sheriff's Department (Alcoa Foundation Grant)
- ☞ f. Award of Banking Bid for One-Million Dollar Capital Outlay Note — Neblett Road Landfill
- g. Questions to County Attorney from Citizens

6. **Construction Oversight Committee – Chair Bobby Reinhardt**
 - a. Report on Jail 2nd Floor Build-Out Project
7. **Personnel/Policies & Procedures Committee – Chair Maudie Briggs**
 - a. Discussion of Maintenance Position
 - b. Discussion of County Automobile Policy
8. **Public Services Committee – Chair Nancy Phillips**
 - a. Clarification of Vote on Dollar General Store Rezoning in Russellville
 - b. Results of Jail Fee Study
 - c. Metro Government Discussion
 - d. Discussion of Central Location for Garbage Cans in Trailer Park
 - e. Briefing on State Primary Care Appropriation
 - f. Kathy Johns – Juvenile Court Issue
 - g. Overview of Emergency Operations Plan (Informational Purposes) – *EMA Director Eric Carpenter*
9. **Jail Study Committee – Chair Nancy Phillips**
 - a. August 30, 2005
 - b. September 13, 2005
10. **Audit Committee – Chair Edwin Osborne**
11. **Items of Interest**
 - a. MHHS Second Quarterly Report – *April 1, 2005 – June 30, 2005*
12. **Open Floor Discussion**
13. **Adjournment (Possible RECESS to consider Jail Annex Architectural Contract)**

BE IT REMEMBERED that the Legislative Body Session for Hamblen County, Tennessee met at its regular monthly meeting on September 22, 2005 at 5:00 p.m. in the Hamblen County Courthouse with the Honorable Joe Spooone presiding.

The Legislative Body Session was opened by Tom McKinney.

The Pledge of Allegiance was led by Nancy Phillips

Upon roll call the following members were present:

Dennis Alvis	Herbert Harville
Larry Baker	Tom Lowe
Maudie Briggs	Linda Noe
Ricky Bruce	Edwin Osborne
Guy Collins	Nancy Phillips
Doyle Fullington	Bobby Reinhardt
Donald Gray	Joe Spooone

Motion by Edwin Osborne, seconded by Dennis Alvis to extend the visitors' five - minute time limit for the Board of Education to make a presentation to the Legislative body.

Voting for: all

MINUTES APPROVAL

Motion by Larry Baker, seconded by Guy Collins to approve the minutes of the commission meeting for August 18, 2005.

Voting for		Voting against
Dennis Alvis	Herbert Harville	None
Larry Baker	Tom Lowe	
Maudie Briggs	Linda Noe	
Ricky Bruce	Edwin Osborne	
Guy Collins	Nancy Phillips	
Doyle Fullington	Bobby Reinhardt	
Donald Gray	Joe Spooone	

NOTARIES AND BONDSMEN

Motion by Guy Collins, seconded by Larry Baker to approve the following notaries and their bondsmen.

Voting for: all

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

As CLERK OF THE COUNTY OF Hamblen, TENNESSEE,

I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE September, 20 05 MEETING OF THE GOVERNING BODY:

NAME (PRINT OR TYPE)	HOME ADDRESS AND PHONE (INCLUDE ZIP AND AREA CODES)	BUSINESS ADDRESS AND PHONE (INCLUDE ZIP AND AREA CODES)
-------------------------	--	--

1 John Christopher Evans State Farm Insurance	1824 Orchard Grove Lane Morristown, TN 37814 423-586-1542	6242 W. Andrew Johnson Hwy. Talbott, TN 37877 423-587-3415
2 Jimmy R. Eldridge Farm Bureau	238 McNeil Circle Mooresburg, TN 37811 423-272-4652	1294 Joe Hall Rd. Morristown, TN 37813 423-581-7564
3 Sandra C. Calfee Anthony C. Calfee Wayne R. Stambaugh	6255 Golden Dr. Morristown, TN 37814 748-6322	509 Allison St. Morristown, TN 37814 423-586-8110
4 Connie D. Lichlyter Shafer Insurance Co.	426 Kettle Hollow Rd. Rutledge, TN 37861 865-828-4945	5524 W. Andrew Johnson Hwy. Morristown, TN 37814 423-581-5639
5 Michele D. Parvin Strate Insurance Co.	118 Frank Harris Rd. Bulls Gap, TN 37711 423-235-2805	100 W. First North St. Morristown, TN 37814 423-585-4610
6 Lawrence Kirk Wyss Risk Management	2350 Elgerlotte Lane Morristown, TN 37814 423-586-1359	617 W. Main St. Morristown, TN 37814 423-581-3773
7 David Young T. F. M. I. C.	308 Spring Hollow Dr. Morristown, TN 37814 423-586-0583	1350 Technology Way Morristown, TN 37813 423-318-6464
8 Traci K. Miller Notary Public Underwriters, Inc.	987 Mountain Laurel Rd. Morristown, TN 37814 423-318-0867	412 East Morris Blvd. Morristown, TN 37813 423-317-9712
9 Michael M. Weddington Tennessee Farmers Ins. Agency	1555 Panther Creek Rd. Morristown, TN 37814 423-581-2919	4780 W. Andrew Johnson Hwy. Morristown, TN 37814 423-748-0555
10 Fredda Morrow Cincinnati Insurance Co. local is Acordia	1425 Central Church Rd. Morristown, TN 37814 423-581-2834	120 Evans Ave. Morristown, TN 37814 423-586-8421
11 Robert P. Mitchell, Jr. Monty F. Sams Rhonda H. Krenzer	2025 Seven Oaks Dr. Morristown, TN 37814 423-581-7795	4780 W. Andrew Johnson Hwy. Morristown, TN 37814 423-581-8881
12 Brenda R. McCracken Masengill - McCrary Insurance	328 Carriger St. Morristown, TN 37814 423-258-3231	135 W. First North St. Morristown, TN 37814 423-586-6653
13 Leslie A. Muse Acordia	7411 Bellingham Drive Knoxville, TN 37919 865-693-2083	1702 W. Andrew Johnson Hwy. Morristown, TN 37814 423-587-2730
14 Debbie Sluder Nationwide Mutual Ins.	432 Apple Blossom Lane Morristown, TN 37814 423-586-4131	2850 W. Andrew Johnson Hwy. Morristown, TN 37814 423-587-2527
15		
16		
17		
18		
19		



Linda Wilder m.s.

SIGNATURE

CLERK OF THE COUNTY OF Hamblen, TENNESSEE

Sept. 13, 2005

DATE

Motion by Edwin Osborne, seconded by Tom Lowe to add to the agenda the election of the Chairman and Vice Chairman.

Voting for: all

Motion by Edwin Osborne, seconded by Nancy Phillips to add to the agenda a discussion to consider a referral to committee of the agenda process.

Voting for: all

SOLID WASTE BOARD MEMBERS

Motion by Larry Baker, seconded by Tom Lowe to approve the appointment of Bill Blackburn to the solid waste board.

Motion by Herbert Harville, seconded by Guy Collins to approve the appointment of Rusty Rouse to the solid waste board.

Voting for		Voting against
Dennis Alvis	Herbert Harville	None
Larry Baker	Tom Lowe	
Maudie Briggs	Linda Noe	
Ricky Bruce	Edwin Osborne	
Guy Collins	Nancy Phillips	
Doyle Fullington	Bobby Reinhardt	
Donald Gray	Joe Spoone	

VICE-CHAIRMAN ELECTION

Nancy Phillips nominated Guy Collins to serve a one-year term as Vice Chairman of the Legislative Body. Motion by Tom Lowe, seconded by Linda Noe that nomination cease and Guy Collins be elected by acclamation.

Voting for: all

CHAIRMAN ELECTION

Tom Lowe nominated Doyle Fullington to serve a one-year term as Chairman of the Legislative Body.

Ricky Bruce nominated Joe Spoone to serve a one-year term as Chairman of the Legislative Body.

Voting for Fullington	Voting for Spoone	Passing
Guy Collins	Dennis Alvis	Herbert Harville
Doyle Fullington	Larry Baker	Nancy Phillips*
Tom Lowe	Maudie Briggs	
Linda Noe	Ricky Bruce	
Bobby Reinhardt	Donald Gray	
	Edwin Osborne	
	Joe Spoone	

- Phillips changed her vote to Joe Spoone

Motion by Maudie Briggs, seconded by Guy Collins to add to the agenda the vote to set the salary of the Chairman.

Voting for All

SALARY OF CHAIRMAN

Motion by Larry Baker, seconded by Edwin Osborne that the salary for the Chairman of the Legislative Body remain the same as last year.

Voting for

Voting against

Dennis Alvis

Herbert Harville

None

Larry Baker

Tom Lowe

Maudie Briggs

Linda Noe

Ricky Bruce

Edwin Osborne

Guy Collins

Nancy Phillips

Doyle Fullington

Bobby Reinhardt

Donald Gray

Joe Spoone

REZONING-ELWOOD DRIVE

RESOLUTION

**A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLEN COUNTY,
TENNESSEE BY REZONING PARCELS**

**150.02,151.00,151.01,151.02,151.03,151.04,151.05,152.01,152.02,152.03,152.00
&153.00**

**TAX MAP 025,DISTRICT 03, ELWOOD DR. MORRISTOWN TN 37814
FROM R-1 TO A-1**

**WHEREAS, The Morristown Regional Planning Commission heard the request
to amend the Hamblen County Zoning Map from R-1 to A-1 on Tax Map 025, Parcels
150.00, 151.00, 151.01, 151.02, 151.03, 151.04, 151.05, 152.01, 152.03, 152.04, 153.00
located inside the Urban Growth Area.**

**WHEREAS, The Morristown Regional Planning Commission does hereby
recommend for the rezoning request;**

**NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Board of
Commissioners does hereby approve the rezoning and map amendment from R-1 to
A-1 according to the attached map.**

Motion was made by Herbert Harville

Second by Nancy Phillips

Voting For:

Dennis Alvis Guy Collins Tom Lowe
Larry Baker Doyle Fullington Edwin Osborne
Maudie Briggs Donald Gray Nancy Phillips
Ricky Bruce Herbert HARville Bobby Reinhardt
Joe Spooone

Voting Against:

Linda Noe*
Linda Noe Passed and then Voted NO

ATTEST:

Linda Noe
County Clerk

AUTHENTICATED:

Daniel W. Humber
County Mayor

DATE:

10/01/05

CLOSING OF MAYES ROAD

Motion by Herbert Harville, seconded by Nancy Phillips that the county abandon any interest that the County Road Department might have in Mayes Road.

Voting for		Voting against	Passing
Dennis Alvis	Herbert Harville	None	Tom Lowe*
Larry Baker	Linda Noe		
Maudie Briggs	Edwin Osborne		
Ricky Bruce	Nancy Phillips		
Guy Collins	Bobby Reinhardt		
Doyle Fullington	Joe Spooone		
Donald Gray			

- Lowe passed and then changed his vote to YES.

ANNUAL REPORTS

Motion by Larry Baker, seconded by Tom Lowe to accept the annual financial reports for Chancery Court, Circuit Court, County Clerk, Register of Deeds, and Trustee.

Voting for: all

MONTHLY CHECKS

Motion by Herbert Harville, seconded by Edwin Osborne to approve the monthly checks submitted by the County Mayor's office.

Voting for		Voting against
Dennis Alvis	Herbert Harville	None
Larry Baker	Tom Lowe	
Maudie Briggs	Linda Noe	
Ricky Bruce	Edwin Osborne	
Guy Collins	Nancy Phillips	
Doyle Fullington	Bobby Reinhardt	
Donald Gray	Joe Spooone	
Donald Gray	Joe Spooone	

**CAPITAL OUTLAY NOTE-2005 JAIL ANNEX 2ND FLOOR
COMPLETION**

Motion by Herbert Harville, seconded by Donald Gray to approve the three-year inter-fund capital outlay note for the 2005 jail annex second floor completion not to exceed \$600,000.

Voting for

Dennis Alvis	Herbert Harville
Larry Baker	Tom Lowe
Maudie Briggs	Linda Noe
Ricky Bruce	Edwin Osborne
Guy Collins	Nancy Phillips
Doyle Fullington	Bobby Reinhardt
Donald Gray	Joe Spoone

Voting against

THREE -YEAR INTERFUND LOAN CAPITAL OUTLAY NOTES

**RESOLUTION OF THE GOVERNING BODY OF
HAMBLLEN, TENNESSEE, AUTHORIZING
THE ISSUANCE, SALE, AND PAYMENT OF
THREE-YEAR INTERFUND LOAN
CAPITAL OUTLAY NOTES NOT TO EXCEED \$600,000**

WHEREAS, the Governing Body of Hamblen, Tennessee (the Local Government) has determined that it is necessary and desirable to provide funds for the following public works project(s) (the "Project"): Jail Annex Second Floor Completion 2005.

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, local governments in Tennessee are authorized to finance the cost of the Project through the issuance and sale of interest bearing capital outlay notes with a maturity of up to three years upon the approval of the State Director of Local Finance; and

WHEREAS, under the provisions of Section 9-21-408 of Title 9 Chapter 21, Tennessee Code Annotated, Local Governments in Tennessee are authorized to make interfund loans in accordance with procedures for issuance of notes in § 9-21-604 of Title 9 Chapter 21 Tennessee Code Annotated.

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of Hamblen County, Tennessee, as follows:

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the Chief Executive Officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the State Director of Local Finance, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed Six-Hundred Thousand Dollars (\$600,000) (the "Notes") from the Debt Service fund to the Capital Projects fund upon approval of the State Director of Local Finance pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "Jail Annex Second Floor Completion Interfund Loan Capital Outlay Notes, Series 2005", shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination (s) as agreed upon by the legislative governing body; shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed three percent (3%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the Notes shall mature not later than three (3) years after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be equal to or greater

than the final maturity of these notes and any extensions thereof. Provided, however, that unless otherwise approved by the State Director of Local Finance, each year the Notes are outstanding, one-third (1/3), but in no event not less than one-ninth (1/9), of the original principal amount of the Notes shall mature without renewal but subject to prior redemption.

Section 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount.

Section 4. That, the Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the notes, the full faith and credit of the Local Government is irrevocably pledged and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local government over and above all other taxes authorized by the Local government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

Section 5. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the chief executive officer of the Local Government and the manual signature of the County Mayor David W. Purkey with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the County Mayor of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the Trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

Section 6. That, the Notes will be issued in fully registered form and that at all times during which any Notes remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner of the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date of the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. That, the Notes shall be in substantially the form authorized by the State Director of Local Finance and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated.

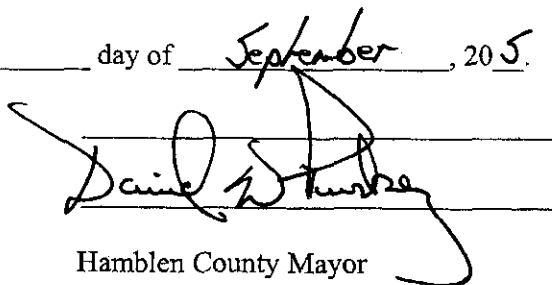
Section 8. The Notes shall not be sold until receipt of the State Director of Local Finance's written approval for the sale of the Notes.

Section 9. That, the notes are hereby designated as qualified tax-exempt obligations for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986.

Section 10. That, after the sale of the Notes, and for each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the State Director of Local Finance (the "Director".) The budget shall be kept balanced during the life of the notes. The annual budget shall be submitted to the Director immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Director in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Director determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Director

Section 12. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 22 day of September, 2005.



Hamblen County Mayor

David W. Purkey

ATTESTED: Linda Wilder

(County Clerk)

Hamblen County Commission
Finance Committee



Month SEPT Year 2005

Fund 101

DEPT: OTHER EMA

Account Number	Description	Debit	Credit
54900.718	Motor Vehicles	14,600	
46290.5441	Other Public Safety Grants		14,600

Brief Descriptions of Issue
Budget amendment to allow purchases to be made on one year Alcoa Foundation Grant
No county match required

Signature: *A. C. Cooper*
Title: Director
Date: 30 August 2005

For Finance Department Only:
Reviewed by: _____
Budget Amendment _____

BUDGET AMENDMENT-OTHER EMA

Motion by Herbert Harville, seconded by Larry Baker to approve the budget amendment for Other EMA in the amount of \$14,600 for an Alcoa Foundation Grant.

Voting for		Voting against
Dennis Alvis	Herbert Harville	None
Larry Baker	Tom Lowe	
Maudie Briggs	Linda Noe	
Ricky Bruce	Edwin Osborne	
Guy Collins	Nancy Phillips	
Doyle Fullington	Bobby Reinhardt	
Donald Gray	Joe Spoone	

BUDGET AMENDMENT-SHERIFF'S DEPARTMENT

Motion by Herbert Harville, seconded by Dennis Alvis to approve the budget amendment for the Sheriff's Department in the amount of \$3,000 for the creation of a Sheriff's Department Honor Guard.

Voting for		Voting against
Dennis Alvis	Herbert Harville	None
Larry Baker	Tom Lowe	
Maudie Briggs	Linda Noe	
Ricky Bruce	Edwin Osborne	
Guy Collins	Nancy Phillips	
Doyle Fullington	Bobby Reinhardt	
Donald Gray	Joe Spoone	

Hamblen County Commission
Finance Committee



Month SEPT Year 2005

Fund 101

DEPT: SHERIFF DEPT

Account Number	Description	Debit	Credit
54110.790	Other Equipment	3,000	
46290.5411	Other Public Safety Grants		3,000

Brief Descriptions of Issue:
Budget amendment to allow purchases to be made of grant from Aiepa Foundation
for Honor Guard Unit
No county match required

Signature: Nicole Epps, CPA
Title: Finance Director
Date: 8/30/05

For Finance Department Only:
Reviewed by: _____
Budget Amendment _____

BANKING BID-CAPITAL OUTLAY NOTE NEBLETT RD LANDFILL

Motion by Herbert Harville, seconded by Donald Gray to approve the bid from SunTrust Bank of 3.27% and up to \$500 in legal fees for the capital outlay note for the Neblett Road Landfill project with only the amount needed for the loan being used.

Voting for		Voting against
Dennis Alvis	Herbert Harville	None
Larry Baker	Tom Lowe	
Maudie Briggs	Linda Noe	
Ricky Bruce	Edwin Osborne	
Guy Collins	Nancy Phillips	
Doyle Fullington	Bobby Reinhardt	
Donald Gray	Joe Spoone	

COUNTY ATTORNEY-QUESTIONS FROM PUBLIC

Motion by Herbert Harville, seconded by Tom Lowe to ask the County Mayor to put the word out that private citizens need to go through the respective elected officials and department head with their questions, and then the elected official/department head can take the question to the County Attorney if necessary.

Voting for: all

CONTRACT-2ND FLOOR PROJECT AT JAIL

Motion by Bobby Reinhardt, seconded by Guy Collins to approve the following contract for architectural services for the jail project with the following amendments: 1) Delete paragraph 7.2, 2) Strike part of paragraph 12.2 and to allow the county attorney to negotiate the fees based on percentage but not to exceed an amount of \$51,500.

Motion by Tom Lowe, seconded by Nancy Phillips to table the above motion.

Voting for table		Voting against table
Tom Lowe		Dennis Alvis Donald Gray
Linda Noe		Larry Baker Herbert Harville
Nancy Phillips		Maudie Briggs Edwin Osborne
		Ricky Bruce Bobby Reinhardt
		Guy Collins Joe Spoone
		Doyle Fullington

Motion to table fails.

A vote was taken on the motion to accept the contract with the amendments.

Voting for	Voting against	Abstain	Passing
Dennis Alvis	None	Tom Lowe	Edwin Osborne*
Larry Baker			
Maudie Briggs			
Ricky Bruce			
Guy Collins			
Doyle Fullington			
Donald Gray			
Herbert Harville			
Linda Noe			
Nancy Phillips			
Bobby Reinhardt			
Joe Spooone			

*Edwin Osborne changed his vote to YES.

 **AIA Document B151™ – 1997**

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of September in the year Two Thousand and Five
(In words, indicate day, month and year)

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

Mr. David Purkey
Hamblen County Mayor
511 West Second North Street
Morristown, TN 37814

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

Hodge Engineering Company
1537 Western Avenue
Knoxville, TN 37921

For the following Project:
(Include detailed description of Project)

Hamblen County Justice Center Addition
Second Floor Build Out

The Owner and Architect agree as follows.

The Scope of Work, dated September 15, 2005, is attached.

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.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

§ 1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.3 The Architect hereby designates Joseph A. Previtera to serve as the representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 The services covered by this Agreement are subject to the time limitations contained in Section 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 DEFINITION

The Architect's Basic Services consist of those described in Sections 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

§ 2.2 SCHEMATIC DESIGN PHASE

§ 2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

§ 2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

§ 2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Schematic Design documents shall be submitted to the Tennessee Corrections Institute for approval prior to Design Development Phase.

§ 2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

§ 2.3 DESIGN DEVELOPMENT PHASE

§ 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

§ 2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE

§ 2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

§ 2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

§ 2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

§ 2.4.4 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.

§ 2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

§ 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

§ 2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Section 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.9 CERTIFICATES FOR PAYMENT

§ 2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

§ 2.6.9.2 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 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, 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.

§ 2.6.9.3 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.

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

§ 2.6.11 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. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. 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.

§ 2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Sections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall 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 shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor 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.

§ 2.6.16 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 initial 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 so rendered in *good faith*.

§ 2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Section 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

§ 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

§ 3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

§ 3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

§ 3.3 CONTINGENT ADDITIONAL SERVICES

§ 3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

§ 3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

§ 3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§ 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

§ 3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

§ 3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

§ 3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

§ 3.4 OPTIONAL ADDITIONAL SERVICES

§ 3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

§ 3.4.2 Providing financial feasibility or other special studies.

§ 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

§ 3.4.5 Providing services relative to future facilities, systems and equipment.

§ 3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

§ 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

§ 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

§ 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

§ 3.4.10 Providing detailed estimates of Construction Cost.

§ 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

§ 3.4.12 Providing analyses of owning and operating costs.

§ 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

§ 3.4.14 Providing services for planning tenant or rental spaces.

§ 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

§ 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

§ 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

§ 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

§ 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide full 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. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

§ 4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 4.4 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; 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.

§ 4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

§ 4.6 The Owner shall furnish the services of consultants other than those designated in Section 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

§ 4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

§ 4.9 The services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

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

ARTICLE 5 CONSTRUCTION COST

§ 5.1 DEFINITION

§ 5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work. See Article 12.

§ 5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

§ 5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over 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 Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

§ 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, 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 scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

§ 5.2.5 If the Owner chooses to proceed under Section 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Section 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

§ 6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all 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. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 6.3 Except for the licenses granted in Section 6.2, 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. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.2. 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. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. 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.

§ 6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

§ 7.1 MEDIATION

§ 7.1.1 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 arbitration or 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 or by arbitration.

§ 7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request

may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.

§ 7.1.3 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.

§ 7.2 CLAIMS FOR CONSEQUENTIAL DAMAGES

(Paragraphs deleted)

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 in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 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, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. 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.

§ 8.2 If the Project is suspended by the Owner for more than 30 consecutive days, 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.

§ 8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

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

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

§ 9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 9.4 To the extent damages are covered by property insurance during construction, 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 the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. 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.

§ 9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of 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 an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 9.6 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.

§ 9.7 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.

§ 9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants 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.

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

§ 9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

§ 10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 10.2 REIMBURSABLE EXPENSES

§ 10.2.1 In addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Article 12;
- .8 other similar direct Project-related expenditures.

§ 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

§ 10.3.1 An initial payment as set forth in Section 11.1 is the minimum payment under this Agreement.

§ 10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.2.2.

§ 10.3.3 If and to the extent that the time initially established in Section 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.2.

§ 10.3.4 When compensation is based on a percentage of Construction Cost 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 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

§ 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

§ 10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 11.1 An Initial Payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 11.2 BASIC COMPENSATION

§ 11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

The Basic Compensation for this Agreement is a Stipulated Sum of Fifty One Thousand, Five Hundred Dollars and Zero Cents (\$51,500.00), and shall not exceed that amount without a written modification requiring additional services approved by the Owner.

§ 11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:
(Insert additional phases as appropriate.)

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	%)
<hr/>				
Total Basic Compensation	One Hundred	percent (100.00	%)

(Paragraph deleted)

§ 11.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 11.3.1 For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be computed as follows:

1. Three Hundred Fifty Dollars and No Cents (\$350.00) per ½ day site visit per professional.
2. Seven Hundred Dollars and No Cents (\$700.00) per day site visit per professional.

§ 11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

§ 11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Section 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of One and One-Tenth (1.10) times the amounts billed to the Architect for such services.
(Identify specific types of consultants in Article 12, if required.)

§ 11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Section 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of One (1.0) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

§ 11.5 ADDITIONAL PROVISIONS

§ 11.5.1 If the Basic Services covered by this Agreement have not been completed within Eighteen (18) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Sections 10.3.3 and 11.3.2.

§ 11.5.2 Payments are due and payable Thirty (30) days from the date of the Architect's invoice. Amounts unpaid Forty-five (45) 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 interest agreed upon.)

6.00% per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

1. Basic services shall be based on the Scope of Work;/Programming Statement, attached and dated September 15, 2005.
2. Rework or Redesign of the project due to extensive TCI or Owner modifications shall be accomplished as Additional Services (Article 3).
3. Redesign or Value Engineering of the project after bidding to reduce Construction Costs shall be accomplished as Additional Services (Article 3).
4. Reimbursable Expenses shall include:
 - a. Cost of printing and mailing of construction Document Drawings and Specifications and related documents.
 - b. Expenses in connection with out of town travel (other than Morristown, TN) for project-related issues.
 - c. Fees paid for security approval of authorities having jurisdiction over the project.
 - d. Reimbursable Expenses shall be billed as a multiple of 1.15 times the cost incurred by Hodge Engineering Company.

§ 12.2 Project Time Schedule. The architect's time schedule for this Project is estimated as follows:

Schematic Design Phase.	30 days (excluding TCI reviews)
Design Development Phase	20 days
Construction Documents Phase:	30 days
Bidding or Negotiation Phase:	30 days
Construction Phase:	<u>180 days</u>
Total	290 days

Any changes related to time of performance or any other matter related to the Scope of Work shall only be effective if and when they are approved in writing by the Principal Chief of the Eastern Band of Cherokee Indians.

§ 12.3 Insurance. Hodge Engineering Company will provide Certificates of Insurance for:


- Commercial general liability with limits of not less than \$1,000,000 per occurrence and in the aggregate;
- Automobile liability with coverage for owned, hired, and non-owned automobiles, with limits of not less than 1,000,000; and
- Worker's compensation as required by statute, including employer's liability coverage.

§ 12.4 Assignment. Neither this Agreement, nor any payments to be earned pursuant to this agreement, may be assigned by Architect without the prior written consent of the Owner.

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

OWNER

(Signature)
David Purkey, Hamblen County Mayor
(Printed name and title)

ARCHITECT


(Signature)
Robert W. Proctor, Vice-President
(Printed name and title)

AIA[®] Document B151[™] – 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

Hamblen County Justice Center – Addition - Build Out

Scope of Work Description

September 15, 2005

Job No. 2238

Prepared by: Joseph A. Previterra, AIA

General Project Description:

- Provide design and construction services for build out of an existing second floor space dedicated to dormitory-style jail cells and support spaces.
- Hamblen County to provide programming input and operational oversight.
- Existing space is located over recent jail addition.
- Existing space is approximately 5,990 square feet in area. Other than a site security fence addition and access to the existing exercise yard, the project is limited to interior additions.
- Hamblen County has indicated that there are other potential space modifications needed within the Justice Center original building. These are not identified at this time and will be dealt with as alternates or separate projects.

Preliminary Program Outline:

Listed below is an outline of anticipated “needs” for the second floor space:

- In order to maximize bed count, a dormitory style plan is necessary.
- Bed space for 60 – 75 beds is desired. Final bed count will be dependent upon the impact of total supporting spaces associated with this function. It will be difficult to obtain as many as 75 beds and all support spaces within the second floor addition. I anticipate a bed count on the lower end of the range.
- Dayrooms, toilets, and showers.
- Visitation space.
- Guard monitoring station.
- Food delivery mechanism must be established. This could consist of an elevator or “dumb-waiter” system. Other solutions may include use of stairwells from first floor.
- Interior circulation corridors.
- Two exterior exit stairwells.
- Rooftop mounted HVAC units.
- Equipment Room to house utilities and minor storage.
- An exterior perimeter security fence.
- Develop access to Exercise Yard.

Other Project Clarifications:

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User Notes: (3438322941)

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.

- Structural adequacy of the second floor design is the responsibility of the original designer, Lockwood Greene, Knoxville, Tennessee.
- All utilities are in place. No design for site lighting, storm sewer extensions, sanitary sewer extensions, or site utilities (other than direct connections for build out).
- All electronic monitoring devices and controls to be Owner-provided. Hamblen County will identify equipment locations and technical requirements for connection.
- All furniture and equipment are Owner-provided.
- Hamblen County to provide all Approved Shop Drawings from the recently completed Addition project on the first floor. This is necessary to coordinate materials and specifications.
- Life Safety issues related to original facilities and latest addition are not included in our Scope of Work.
- No fume hood design or relocation is included in Scope of Work.

REZONING OF PETERSON/TROUP PROPERTY

Motion by Maudie Briggs, seconded by Guy Collins not to rezone the Peterson/Troup property from R1 to A1, that this go back to the planning commission for them to re-evaluate and clarify the reason the property should not be rezoned.

Voting for: all

Maudie Briggs, Ricky Bruce, and Guy Collins leave following this vote.

AUDITORS FOR THE COUNTY

Motion by Edwin Osborne, seconded by Nancy Phillips to continue to retain the services of the state auditors for the next three years. Linda Noe stated that she wanted the record to reflect that she felt that auditors have done an outstanding job.

Voting for		Voting against
Dennis Alvis	Linda Noe	None
Larry Baker	Edwin Osborne	
Doyle Fullington	Nancy Phillips	
Donald Gray	Bobby Reinhardt	
Herbert Harville	Joe Spoone	
Tom Lowe		

Thereupon, meeting adjourned at 7:45 p.m.