Millersville Board of Commissioners
Regular Meeting Agenda

Tuesday, April 21, 2020 at 5:30 P.M.
Millersville Community Center, 1181 Louisville Highway

1. Call to Order.

2. Invocation and Pledge to the Flag.

3. Approve the minutes from the March 17, 2020 Regular Commission Meeting.

4. Approve the minutes from the April 6, 2020 Special Commission Meeting.

5. Acceptance of the March 2020 Financial Report.

6. **First Reading of Ordinance 20-740,** an ordinance to provide for the election of four City Commissioners.

7. **First Reading of Ordinance 20-741,** an ordinance to prohibit the possession and consumption of alcoholic beverages on or in the premises of any property owned by the City.

8. **First Reading of Ordinance 20-742**, an ordinance to amend the Millersville Code of Ordinances, Chapter 58 – Parks and Recreation.

9. Approve **Resolution 20-R-21,** a resolution adopting a Sewer Adjustment Policy.

10. Approve a Continuing Services Agreement between the City and OHM for Professional Services and authorizing the City Manager's approval for services up to $5,000.

11. Approve the advertisement for MTAS to begin the search for a full-time City Manager.

12. Citizen comments. (via ZOOM Video Conferencing; Meeting ID TBA on City website)

13. Economic Development comments/updates – Asst. City Manager Dan Toole.

14. City Manager comments.

15. Commissioner comments.

16. Adjournment.

CITY OF MILLERSVILLE, TENNESSEE

ORDINANCE 20-740

AN ORDINANCE TO PROVIDE FOR THE ELECTION OF FOUR (4) CITY COMMISSIONERS.

BE IT ORDAINED by the Board of Commissioners of the City of Millersville, Tennessee as follows:

SECTION 1. Pursuant to the provision of T.C.A. 6-20-105, the Board of Commissioners of the City of Millersville, Tennessee, does hereby direct the calling of a municipal election to elect **three Commissioners to serve four-year terms of office.**

In addition, pursuant to the provision of T.C.A. 6-20-110, the Board of Commissioners of the City of Millersville, Tennessee, does hereby direct the calling of a municipal election to elect **one Commissioner to serve the remaining term of office through November 2022 of a Commissioner who resigned prior to the expiration of their term.**

The election shall be conducted on the 3rd day of November, 2020.

SECTION 2. The election shall be conducted in compliance with the election laws of the State of Tennessee and under the direction and supervision of the Sumner County and Robertson County Election Commissions.

SECTION 3. The City Manager is hereby directed and authorized to provide appropriate assistance and facilities to the Election Commissions for the conduct of the election. The City Manager is further authorized to expend such funds, as are necessary and proper, to pay the cost of the election in accordance with the budgetary allocation therefore.

SECTION 4. This ordinance shall become effective upon the date of its final passage, the public welfare requiring it.

Passed First Reading: _____

Passed Second Reading: _____

BOARD OF COMMISSIONERS

By: _____
Timothy F. Lassiter, Mayor

ATTEST:

By: _____
Holly L. Murphy, City Recorder

Approved as to Form and Legality:

By: _____
Bruce N. Oldham, City Attorney

CITY OF MILLERSVILLE, TENNESSEE
ORDINANCE NO. 20-741

AN ORDINANCE TO PROHIBIT THE POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES ON OR IN THE PREMISES OF ANY PROPERTY OWNED BY THE CITY OF MILLERSVILLE, TENNESSEE

WHEREAS, the Governing Body of the City of Millersville reviews its Code of Ordinances from time to time to ensure that the laws of the City meet the requirements of the local, state and federal laws and the desires of the City Commission; and

WHEREAS, the State of Tennessee grants municipalities the authority to regulate the possession and consumption of alcoholic beverages on or in the premises of any property belonging to the municipality and located within its jurisdiction; and

WHEREAS, the City desires to provide for the health and safety of the public using property owned by the City of Millersville, Tennessee; and

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Millersville, that:

SECTION 1. It shall be unlawful for any person to possess or consume any alcoholic beverage on or in the premises of any property owned by the City of Millersville, Tennessee, including all parks, recreational facilities, community facilities, buildings, and parking lots owned by the City of Millersville, Tennessee. Said prohibition shall apply to both open and closed containers of alcoholic beverages.

SECTION 2. For purposes of this chapter, the term "alcoholic beverages" shall include alcohol, spirits, liquor, wine, beer, and every liquid containing alcohol, spirits, wine, and beer and capable of being consumed by a human being, other than patent medicine.

SECTION 3. Any person found to be in violation of this chapter shall be guilty of a civil offense and shall, upon conviction, be fined a civil penalty in the amount of not more than fifty dollars ($50.00) for each offense. The municipal judge may also order the suspension of any person convicted of violating this chapter from using the city's parks, recreational and community facilities.

THIS ORDINANCE SHALL BECOME EFFECTIVE UPON PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

Passed First Reading: _____
Public Hearing: _____
Passed Second Reading: _____

BOARD OF COMMISSIONERS

By: _____
Timothy F. Lassiter, Mayor

Attest:

By: _____
Holly L. Murphy, City Recorder

Approved as to Form and Legality:

By: _____
Bruce N. Oldham, City Attorney

CITY OF MILLERSVILLE, TENNESSEE
ORDINANCE 20-742

AN ORDINANCE TO AMEND THE MILLERSVILLE CODE OF ORDINANCES CHAPTER 58 – PARKS AND RECREATION.

WHEREAS, the Governing Body of the City of Millersville reviews its Code of Ordinances from time to time to ensure that the laws of the City meet the requirements of the local, state and federal laws and the desires of the City Commission; and

WHEREAS, the Governing Body for the City of Millersville has identified the need to amend Chapter 58, Parks and Recreation.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Millersville, that the content of Chapter 58 - Parks and Recreation of the Code of Ordinances is hereby removed and replaced with ***Exhibit A*** attached hereto and made part of this Ordinance as if copied verbatim.

THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

Passed First Reading: _____

Public Hearing: _____

Passed Second Reading: _____

BOARD OF COMMISSIONERS

By: _____
Timothy F. Lassiter, Mayor

Attest:

By: _____
Holly L. Murphy, City Recorder

Approved as to Form and legality:

By: _____
Bruce Oldham, City Attorney

Exhibit A

Chapter 58 - PARKS AND RECREATION[1]

Footnotes:

--- (1) ---

Cross reference— Environment, ch. 32; streets, sidewalks and public places, ch. 74; zoning, ch. 90; subdivisions, app. A.

ARTICLE I. - IN GENERAL

Sec. 58-1. - Definitions.

Unless otherwise expressly stated, whenever used in this chapter the following terms shall respectively mean and include each of the meanings set forth:

(1) *The board* means the Millersville Parks and Recreation Advisory Board.

(2) *Park.* The term park or parks unless specifically limited, will be deemed to include all parks, parkways, playgrounds, athletic fields, tennis courts, golf courses, swimming pools, picnic shelters, Community Center building, and other recreation areas and amenities serving thereto, under the control of the board and/or within the City of Millersville.

(3) *Permit* means any written authorization issued by or under the authority of the board for a specified park privilege permitting the performance of a specified act or acts in the park.

(4) *Owner* means any person owning, operating or having the use or control of a vehicle, animal or other property under a lease or otherwise.

(5) *Police officer* means any member of the Police Department of Millersville, Sumner County and Robertson County, Tennessee, and any other Millersville employee who is designated special police and appointed and sworn by the mayor and any law enforcement officer employed by the United States Government, the State of Tennessee or a subdivision thereof.

(6) *Bridle path* means any path or road maintained for persons riding on horseback.

(7) *Foot path* means any path, road, or trail maintained for pedestrians.

(8) *Bicycle path* means any path, road, or trail maintained for persons riding on bicycles, but not motorized motorcycles.

(9) *Bathing areas* means any area maintained for the use of bathers including the water area and lands under water adjacent thereto under the jurisdiction board.

(10) *Playground area* means any area maintained or designated as a playground, and including all territory under the supervision and control of the board adjacent to and within 12 feet thereof.

(11) *Safety zone* means any space within any park so designated by appropriate signs.

(12) *Omnibus* shall include any vehicle held and used for transportation of passengers for hire.

(13) *Unnecessary stopping* means bringing a vehicle to a complete stop on a parkway, or a road in a park other than a parking space, or other than in conformity with traffic regulations or other than because of any emergency.

(Ord. No. 09-555, § 1, 10-20-2009; Ord. No. 12-609, 1-15-2013)

Sec. 58-2. - Construction and scope.

(a) *Construction.* In the interpretation of this chapter affecting parks, its provisions shall be construed as follows:

(1) Any term in the singular shall include the plural.

(2) Any term in the masculine shall include the feminine and neuter.

(3) Any requirement or provisions of these rules and regulations relating to any act shall respectively extend to and include the causing, procuring, aiding, or abetting, directly or indirectly, of such act; or the permitting or allowing of any minor in the custody of any persons, doing any act.

(4) No provisions hereof shall make unlawful any act necessarily performed by any officer or employee of the department of parks and recreation in line of duty or work as such, or by any person, his agents or employees, in the proper and necessary execution of the terms of any agreement with the board.

(5) Any act otherwise prohibited by this chapter, provided it is not otherwise prohibited by law, shall be lawful if performed under, by virtue of and strictly in compliance with the provisions of a permit and to the extent authorized thereby.

(6) This chapter is in addition to and supplements all municipal, state and federal laws and ordinances.

(b) *Territorial scope.* This chapter effecting parks shall be effective throughout, within and upon all areas under the supervision and control of the board, and/or other publicly owned recreation areas in the City of Millersville, and shall regulate the use thereof by all persons.

(Ord. No. 09-555, § 2, 10-20-2009)

Sec. 58-3. - Prohibited uses.

(a) *Property, drives, bridges and equipment.* No person shall injure, deface, displace, remove, fill in, raise, destroy, or tamper with any property, facility, or equipment, real or personal owned or leased by the Millersville government or under the supervision or control of the board.

(b) *Trees, shrubs, flowers and grass.* No person shall in any park destroy, cut, break, deface, mutilate, injure, disturb, sever from the ground or remove any growing thing. No person shall attach any posters, or directional signs to trees.

(c) *Littering, rubbish, refuse and pollution.*

(1) *Littering, rubbish, refuse.* No person shall take into, carry through, leave in, or throw, cast, lay, drop or discharge into or on any park any rubbish of any sort in any recreation area. No person shall place household refuse and garbage in receptacles which are provided solely for litter resulting from normal park use.

(2) *Pollution of waters.* No person shall throw, or discharge into the waters in any park, any substance, which may result in the pollution of the waters.

(d) *Advertising.* No person shall distribute, display, transport, carry or construct any flag, banner, sign, emblem, model, device, pictorial representation, or other matter, within any park for advertising or political purposes, or cause noise to be made in any park for the purpose of advertising, unless such activity is expressly approved by the board of parks and recreation, subject to such conditions and restrictions as said board deems proper.

(e) *Disorderly conduct.* No person shall, in any park:

(1) Disobey the lawful and reasonable order of a police officer or park employee in the discharge of their duties or disobey or disregard the notices, prohibitions, instructions or directions on any park sign, including rules and regulations posted on the grounds or buildings;

(2) Use threatening, abusive or insulting language;

(3) Do any obscene or indecent act;

(4) Throw, cast or propel stones or other missiles;

(5) Solicit alms, subscriptions or contributions for any purpose;

(6) Interfere with, encumber, obstruct or render dangerous any part of a park;

(7) Climb or lie upon any wall, fence, shelter, seat, statue, monument or other structure;

(8) Do any act tending to or amounting to a breach of peace;

(9) Enter or leave any park facility except at established entrance ways or exits, or at established times; or use or gain admittance to the facilities in any park for the use of which a charge is made without paying the charge or price fixed by the board;

(10) Engage in, instigate, or encourage a dispute or fight;

(11) Jump off of any bridge structure into water; or

(12) Plan any games of chance, sell futures, or participate in the conduct of a lottery.

(f) *Explosives, firearms, and weapons.* No person shall bring into or have in their possession in any park any firearms slingshots, firecrackers, torpedoes, fireworks or other missile-propelling instruments or explosives, except:

(1) City employees in the performance of their duties;

(2) Other individuals duly authorized by the city fire marshal or chief of police; or

(3) Handguns in the possession of persons authorized to carry handguns pursuant to T.C.A. § 39-17-1351.

(g) *Aviation*. No person shall voluntarily bring, land or cause to descend or alight within or upon any park, any airplane, flying machine, balloon, parachute or other apparatus for aviation, unless such activity is expressly approved by the board of parks and recreation, subject to such conditions and restrictions as said board deems proper.

(h) *Camping*. No person shall tent or camp or erect or maintain a tent, shelter or camp in any park, unless in a designated area.

(i) *Permits.* A permit to do any act shall authorize the act only insofar as it may be performed in strict accordance with the written terms and conditions thereof. Any violations of any law, ordinance, provisions of this code, or rule or regulation of the board or of any other Millersville department by the holder or the agents or employees of the holder of any permit of any term or condition thereof, shall constitute grounds for revocation of the board or by its authorized representative, whose action therein shall be final. In case of revocation of any permit, all monies paid for or on account thereof shall, at the opinion of the board, be forfeited to and be retained by the government; and the holder of such permit, together with his agents and employees who violated such permit, shall be jointly and severally liable to the government of Millersville for all damages and loss suffered by it in excess of money so forfeited.

(j) *Exhibitions, parade, racing, etc.* No person shall erect any structure, stand or platform, exhibit dramatic performance or show of any kind or nature; or parade, or hold any athletic contest; in any park except in accordance with the rules and regulations of the board.

(k) *Rules and regulations.* The board shall adopt, promulgate and enforce such rules and regulations consistent with the proper use and protection of the park property under its supervision and control, and consistent with this chapter.

(l) *Meetings, etc.* No person shall erect any structure, hold any meeting, perform any ceremony, make a speech, address or oration in any park except by permit issued by the board or its authorized representative. The board shall establish criteria for approval and denial of permits.

(m) *Picnics and outings.* The board is authorized to adopt, promulgate and enforce rules and regulations governing picnics or outings consistent with the proper use and protection of park property.

(n) *Peddling, sales, photographs, etc.* No person shall, in any park or to any person in any park, exhibit, sell or offer for sale, hire, lease or let out any object or merchandise, or service of commercial nature, except under a permit issued by the board.

(o) *Protection of animals.* No person shall within any park, attempt to chase, molest, kill, wound, or trap, any feral animal, reptile, bird, bird's nest or squirrel's nest or remove the young of any such animal or the eggs or young of any such reptile or bird.

(p) *Fires, lighted cigars, etc.* No person shall kindle, build, maintain, or use a fire except in fireplaces provided or in self-supporting barbecue grills or stoves in designated picnic areas or under special permit. Any fire shall be continuously under the care and direction of a competent person over 18 years of age from the time it is kindled until it is extinguished. No person shall throw away or discard any lighted match, cigar or cigarette in any park or park-street.

(q) *Boating.* No boat, raft or vessel shall be laid up, stored, repaired or placed, except at boat launchings, for any other purpose on park land except by permits.

(r) *Games.* No person shall in any park engage in any sport, game or competition in places specifically prohibited.

(s) *Animals at large.* No person owning or being custodian or having control of any animal shall cause or permit such animal to go at large in the park.

(t) *Horses or beasts of burden.* No person shall use, lead, ride, or drive a horse or other beast of burden in any park, except on designated bridle paths, or along routes customarily used for access to and from bridle paths, unless otherwise authorized by the board.

(u) *Hours.* No person shall remain in any park between the hours of one-half hour after sundown and one-half hour before sunrise without permission from the board or its authorized representative. The board may in its discretion, alter park closing times. The board may establish different closing times for different parks.

(v) *Alcoholic beverages.* It shall be unlawful for any person to possess or ~~have under his control beer, ale, or other alcoholic beverages in any public park or recreation area, except as allowed by the parks and recreation department policy manual approved by resolution of the Millersville Board of Commissioners.~~ consume any alcoholic beverage, including beer, on or in the premises of any property owned by the City of Millersville, Tennessee, including all parks, recreational facilities, community facilities, buildings, and parking lots owned by the City of Millersville, Tennessee. Said prohibition shall apply to both open and closed containers of alcoholic beverages.

(w) *Traffic control.* All persons shall at all times comply with direction of the police officers and park employees indicated by gesture or otherwise in using parks and shall further comply with directions on traffic signs along the routes in the parks.

(x) *Speed limits.* No person shall drive a vehicle within any park at a speed greater than is reasonable and prudent under the conditions then existing. Where no special hazard exists, the maximum speed limit in all parks shall be ten miles per hour unless otherwise posted.

(y) *Restrictions on vehicles.* Vehicles, including trailers, carrying merchandise or samples of merchandise, or other commercial vehicles, are prohibited from entering any park except to make deliveries to the park.

(z) *Soliciting passengers.* No person shall solicit passengers for any automobile, coach, taxi, omnibus or other vehicle in any park except in such areas as may be designated.

(aa) *Hitchhiking.* No person shall in any park or park street attempt to stop or stop by any visible or audible sign or signal, any vehicle for the purpose of soliciting a ride, except in case of emergency.

(bb) *Careful driving.* No person shall in any park, operate or drive or propel, and no owner thereof shall cause or permit to be operated, driven or propelled any vehicle recklessly or negligently or at a speed or in such a manner as to endanger or injure persons or property.

(cc) *Restricted areas.* No person shall in any park, drive, park or operate ~~a~~ any type of motorized vehicle off of paved roadways or in restricted areas.

(dd) *Driving instructions.* Instructions in operating automobiles or motorcycles is prohibited in parks at all times.

(ee) *Obstructing traffic.* No person shall cause or permit any vehicle to obstruct traffic in any park, or to stop such vehicle except at those places specifically designated or maintained for the purposes of stopping or parking, except in cases of emergency.

(ff) *Towing and projecting articles.* No person shall cause or permit a vehicle to be towed by another vehicle in any park, except that in case of a breakdown, a disabled vehicle may be towed to the nearest exit. Licensed towing operators may enter such park in response to a call from an owner or operator of a disabled vehicle, or by the park's employees or a police officer.

(gg) *Working on vehicles.* No person shall in any park, grease, lubricate, or make repairs to any vehicle except those of a minor nature and then only in cases of emergency.

(Ord. No. 09-555, § 3, 10-20-2009; Ord. No. 12-609, 1-15-2013)

Sec. 58-4. - Policy manual for operation of city property.

(a) A policy manual relating to the regulations and general operation of the Millersville Community Center, park, playground and other city-owned property shall be developed and presented to the board of commissioners for approval by resolution.

(b) The city manager or director of parks and recreation shall have the authority to modify the policy manual as deemed necessary and in the best interest of the city with the requirement that such recommendations shall be reported to the board of commissioners at its next regularly scheduled meeting or work session.

(c) This section shall further extend to the parks director the authority to set program rates on city-owned property that are separate and apart from rental rates.

(Ord. No. 11-593, §§ 1—3, 9-20-2011)

Editor's note— Ord. No. 11-593, §§ 1—3, adopted Sept. 20, 2011, was not specifically amendatory. For purposes of classification, and at the editor's discretion, these provisions have been included as § 58-4.

Secs. 58-5—58-30. - Reserved.

ARTICLE II. - PARKS AND RECREATION ADVISORY BOARD

Sec. 58-31. - Creation of board; members.

There is hereby created a parks and recreation advisory board consisting of nine members appointed by the mayor with the consent of the board of commissioners and two additional ex-officio non-voting members, one being a member of the board of commissioners and one being a member of the planning commission, also appointed by the mayor with the consent of the board of commissioners.

(Ord. No. 93-201, § 1, 10-19-1993; Ord. No. 12-609, 1-15-2013)

Sec. 58-32. - Powers and duties.

The board shall develop rules and regulations of organization and procedure which shall be subject to approval by the board of commissioners. The board shall have control and jurisdiction over all playgrounds, community and recreation centers, public parks, and other lands acquired by the city for such purposes, and shall recommend to the board of commissioners rules of operation for all such facilities, as well as the laying out and improving of such properties. The board of commissioners shall review all such recommendations and shall approve or amend the same.

(Ord. No. 93-201, § 3, 10-19-1993)

Sec. 58-33. - Election of members; duties.

A chairperson, a vice-chairperson and a secretary shall be elected by the parks and recreation advisory board members. These offices shall be elected annually by the voting members of the board.

(Ord. No. 93-201, §§ 2, 4, 10-19-1993; Ord. No. 12-609, 1-15-2013)

Sec. 58-34. - Meetings of the board.

All meetings of the parks and recreation advisory board shall be held in a public location and shall be open to the general public. The board shall meet on a regular monthly basis, the location, day and time to be set in the bylaws of the board. The agenda for regular meetings shall be posted at the door of City Hall and at the door of any building regularly used for such meetings at least 24 hours in advance of the meeting. The agenda for any meetings other than the regularly scheduled monthly meeting shall be posted in a similar fashion at least 48 hours prior to such meeting.

(Ord. No. 93-201, § 5, 10-19-1993; Ord. No. 12-609, 1-15-2013)

Sec. 58-35. - Bylaws.

The bylaws for the parks and recreation advisory board shall [be] adopted by majority vote of the Millersville Board of Commissioners and shall set forth regulations pertaining to the powers and duties, membership, election of officers, meetings, and order of business of the parks and recreation advisory board. Amendments to the bylaws shall be adopted by the board of commissioners.

(Ord. No. 12-609, 1-15-2013)

Secs. 58-36—58-60. - Reserved.

ARTICLE III. - RATES AND CHARGES FOR RENTAL AND USE OF CITY PROPERTY[2]

Footnotes:

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Editor's note— Ord. No. 11-592, §§ 1—3, adopted Sept. 20, 2011, was not specifically amendatory. For purposes of classification, and at the editor's discretion, these provisions have been included as §§ 58-61—58-63.

Sec. 58-61. - Establishment of schedule of rates and charges.

A schedule of rates and charges shall be established for the rental of city-owned property, including the community center building, amphitheater, pavilions, furnishings, and all city-owned or controlled property.

(Ord. No. 11-592, § 1, 9-20-2011)

Sec. 58-62. - Definitions.

For the purpose of this article and relating to rental classifications, the following definitions shall apply.

Commercial means a business, company or organization that does not have not-for-profit 501(c)(3) status.

Non-resident means an individual who does not live within the city limits of Millersville.

Not-for-profit means a person or entity with a valid 501(c)(3) status and proof of that status.

Open to the public means an event where the general public is invited to attend.

Private event means an event where attendance is restricted to a specific group, as defined by the person or organization responsible for renting a city-owned facility.

Resident means a person who lives within the city limits of Millersville.

(Ord. No. 11-592, § 2, 9-20-2011)

Sec. 58-63. - Rental rates.

The board of commissioners shall set the rates, fees, and charges for the rental and use of city-owned property. Said rates, fees and charges will be established by resolution.

(Ord. No. 11-592, § 3, 9-20-2011)

CITY OF MILLERSVILLE, TENNESSEE

RESOLUTION 20-R-21

A RESOLUTION ADOPTING A SEWER ADJUSTMENT POLICY.

WHEREAS, the governing body of the City of Millersville (The City) allows adjustments to sewer bills if certain events have occurred such a major water leak, pool fill, etc.; and

WHEREAS, this practice has been followed in the past without the adoption of a formal policy; and,

WHEREAS, the City Commission wishes to adopt a formal, clear policy regarding sewer billing adjustments.

NOW THEREFORE, BE IT RESOLVED by the Millersville Board of Commissioners that a Sewer Adjustment Policy is hereby adopted as shown in ***'Exhibit A'*** attached hereto and therefore made part of this Resolution.

This Resolution shall become effective immediately upon passage as provided by law.

RESOLVED, this 21st Day of April 2020.

BOARD OF COMMISSIONERS

By:_____
Timothy F. Lassiter, Mayor

Attest:

By: _____
Holly L. Murphy, City Recorder

Exhibit A

SEWER ADJUSTMENT POLICY

GENERAL STATEMENT OF ADJUSTMENT POLICY

Sewer rates are based upon the cost of installation and maintenance of the system's infrastructure and the cost of treatment of the wastewater. The most efficient method of measuring sewer usage is to base it on the metered use of water. It is recognized that not all water used at a home will enter the sewer system. Therefore, the City will only make adjustments to sewer bills based upon a few extraordinary events, including major leaks and the filling of large swimming pools. A request for an adjustment should be made as soon as the water usage occurs or is discovered. Requests for an adjustment must be made withing six months of the event.

WATER LEAKS

Up to two adjustments per calendar year will be given for major water leaks, provided that the leaking water does not flow into the sewer system. In general, a problem that does not result in the leaking water entering drains to the sewer system may qualify for an adjustment.

Proof of repair must be provided before a leak adjustment can be processed. Acceptable proof consists of receipt for work performed by a professional plumbing contractor, receipt(s) for plumbing parts when work is done by the owner/tenant, or a written statement attesting to the leak and subsequent repairs.

To qualify for a leak adjustment, the loss of water must be significant enough so as to result in a noticeable increase in expected water usage (i.e. well above the highest month's usage during a six-month period), followed by a return to normal when the leak is repaired. An approved leak adjustment covers up to two month's water usage. Under no circumstances will leak adjustments be approved for a yearly total of more than four months.

SWIMMING POOLS

An adjustment may be given for water used in filling a swimming pool one time during a calendar year. A Pool Fill Request must be submitted for an adjustment. A second adjustment will be permitted only if the customer provides written proof/receipt that a pool was replaced or completely drained for repairs after having been previously filled. No adjustments are given for wading pools or other pools holding less than 2,000 gallons.

OTHER WATER USAGE NOT QUALIFYING FOR AN ADJUSTMENT

No adjustments will be given for leaking faucets, running toilets, other leaks where the water is entering the drains, washing cars, pressure-washing, hot tubs, irrigation, or any other water usage not specifically mentioned as qualifying above.

CALCULATION OF ADJUSTMENTS

Adjustments are calculated by determining the average water usage of the occupants over a six-month period. For occupants without a six-month history, any adjustment may be delayed until an average can be determined. The average usage calculation is then subtracted from the usage of the month(s) qualifying for an adjustment. The balance is multiplied by the current sewer rate and deducted from the bill or credited to the account. If late fees have been applied prior to the adjustment, they will also be adjusted.

CONTINUING SERVICES AGREEMENT
Between
City of Millersville
And
Orchard, Hiltz & McCliment, Inc.
For
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, between the **City of Millersville** with its main office located at 1246 Louisville Highway, Millersville, Tennessee 37072 (CLIENT) and **Orchard, Hiltz & McCliment, Inc.**, a Michigan corporation with an office located at 209 10th Avenue South, Suite 154, Nashville, Tennessee 37203 (CONSULTANT).

From time to time CLIENT intends to engage CONSULTANT to provide professional services. This Agreement sets forth the general terms and conditions which shall govern the relationships and performance of CLIENT and CONSULTANT, if and only if one or more individual Project Supplements are agreed to under this Agreement. Each engagement will be documented by an individual Project Supplement.

CLIENT and CONSULTANT in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 Scope

A. The services to be provided by CONSULTANT will include the Basic and Additional Services set forth in Exhibit A, "Schedule of Consultant Services," as authorized by CLIENT as provided herein. Services for each Specific Project will be detailed in a duly executed individual Project Supplement. Each Project Supplement will indicate the specific tasks and functions to be performed and deliverables to be provided.

B. The general format of a Project Supplement is shown in Attachment 1 to Exhibit A.

C. This Agreement is not a commitment by CLIENT to CONSULTANT to issue any Project Supplements.

D. CONSULTANT shall not be obligated to perform any prospective Project Supplement unless and until CLIENT and CONSULTANT agree as to the particulars of the Specific Project, CONSULTANT'S services, CONSULTANT'S compensation, and all other appropriate matters.

1.02 Project Supplement Procedure

A. CLIENT and CONSULTANT shall agree on the scope, time for performance, and basis of compensation for each Project Supplement.

B. CONSULTANT will commence performance as set forth in the Project Supplement.

ARTICLE 2 – CLIENT'S RESPONSIBILITIES

2.01 General

CLIENT shall have the responsibilities set forth herein, in Exhibit B, "Schedule of Client's Responsibilities," and in each Project Supplement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES; SUSPENSION

3.01 Term

A. This Agreement shall be effective and applicable to Project Supplements issued hereunder indefinitely, unless written notice is provided by either party to the other cancelling or requesting renegotiation.

3.02 Times for Rendering Services

A. The times for performing services or providing deliverables will be stated in each Project Supplement. If no times are so stated, CONSULTANT will perform services and provide deliverables within a reasonable time.

B. For purposes of this Agreement, the term "day" means a calendar day of 24 hours.

C. The time for a party's performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. That party shall promptly notify the other party in writing when it is being delayed.

3.03 Suspension

A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase under a Project Supplement, or if CONSULTANT'S services are delayed through no fault of CONSULTANT, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under the individual Project Supplement.

B. B. If CONSULTANT'S services under a Project Supplement are delayed or suspended in whole or in part by CLIENT, or if CONSULTANT'S services under an individual Project Supplement are extended by a Contractor's actions or inactions for more than 90 days through no fault of CONSULTANT, CONSULTANT shall be entitled to

equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect incremental costs incurred by CONSULTANT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under the individual Project Supplement has been revised.

ARTICLE 4 – PAYMENTS TO CONSULTANT

4.01 Payment for Services and Reimbursable Expenses of CONSULTANT

CLIENT shall pay CONSULTANT as set forth herein and in each individual Project Supplement.

4.02 Other Payment Provisions

A. *Preparation of Invoices.* Invoices for each individual Project Supplement will be prepared in accordance with CONSULTANT'S standard invoicing practices and will be submitted to CLIENT by CONSULTANT monthly, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C, "Payments to Consultant for Services and Reimbursable Expenses," and each individual Project Supplement.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payments due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT'S invoice, the amounts due CONSULTANT will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less) from said 30th day.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, CONSULTANT will be entitled to invoice CLIENT and will be paid in accordance with each individual Project Supplement for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

2. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, CONSULTANT, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT'S subconsultants, and other related close-out costs, using methods and rates for additional services as set forth in each individual Project Supplement.

E. Records of CONSULTANT'S Costs. Records of CONSULTANT'S costs pertinent to CONSULTANT'S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT'S charges and upon CLIENT'S timely request, copies of such records will be made available to CLIENT at cost.

F. Legislative Actions. In the event of legislative actions after the Effective Date of the Agreement **(an individual Project Supplement)** by any level of government that impose taxes, fees, or costs on CONSULTANT'S services or other costs in connection with this Project or compensation thereof, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees or costs be imposed, they shall be in addition to CONSULTANT'S estimated total compensation.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

CONSULTANT'S opinions of probable Construction Cost (if any) are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified professional generally familiar with the industry. However, since the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over a Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

CONSULTANT assumes no responsibility for the accuracy of opinions of total project costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards and Parameters of Performance

A. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT in this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

B. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting there from, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

C. CONSULTANT shall serve as CLIENT'S prime professional under each individual Project Supplement. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services. CONSULTANT shall not be required to employ any subconsultant unacceptable to CONSULTANT.

D. CONSULTANT and CLIENT shall comply with applicable laws or regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of the effective date of each individual Project Supplement. Changes to these requirements after the effective date of each individual Project Supplement may be the basis for modifications to CLIENT'S responsibilities or to CONSULTANT'S scope of services, times of performance, or compensation.

E. CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of the CONSULTANT.

G. Prior to the commencement of the Construction Phase on a Specific Project, CLIENT shall notify CONSULTANT of any variations or any other notice or certification that CONSULTANT will be requested to provide to CLIENT or third parties in connection with a Specific Project. CLIENT and CONSULTANT shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable CONSULTANT to provide notices or certifications requested.

H. If a Construction Cost limit for a Specific Project is established between CLIENT and CONSULTANT, such Construction Cost limit and a statement of CONSULTANT'S rights and responsibilities with respect thereto will be specifically as set forth in this Agreement and the individual Project Supplement.

I. CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain within its services for that specific project. CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

J. If CONSULTANT provides services during the construction phase of a specific project, CONSULTANT shall not supervise, direct, or have control over a Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work.

K. CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the contract documents.

L. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of a Contractor's agents or employees or any other persons (except CONSULTANT'S own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CLIENT without consultation and advice of CONSULTANT.

M. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C700, 2002, unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

Contemporaneous with the execution of each individual Project Supplement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT'S and CLIENT'S representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under the individual Project Supplement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to a specific project on behalf of each respective party.

6.03 Design without Construction Phase Services

It is understood and agreed that if CONSULTANT'S basic services under an individual Project Supplement do not include project observation, or a review of a Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT or others, then CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation or review and waives any claims against CONSULTANT that may be in any way connected thereto. In such a case, CONSULTANT'S basic services under the applicable individual Project Supplement will be considered completed upon completion of the Final Design Phase or Bidding Phase as outlined in Exhibit A and the individual Project Supplement.

6.04 Use of Documents

A. Upon completion or termination of this Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specification, field notes, investigations, copies of computer files and drawings, studies and reports shall become the property of and be delivered to the CLIENT. Copies of CLIENT-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to CONSULTANT are only for convenience of CONSULTANT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30-day acceptance period will be corrected by the party delivering the electronic files. CONSULTANT shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

C. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project.

D. CLIENT may make and retain copies of Documents for information and reference in connection with use on a Specific Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Specific Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by CONSULTANT, as appropriate for the specific purpose intended, will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S subconsultants. CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting there from.

E. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

F. Any verification of adaptation of the Documents for extensions of the Specific Project for which they were prepared or for any other project will entitle the CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

6.05 Insurance

A. CONSULTANT shall procure and maintain insurance as set forth in Exhibit D, "Insurance."

B. CLIENT shall require Contractors to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause CONSULTANT and CONSULTANT'S subconsultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for a Specific Project.

C. All policies of property insurance shall contain provisions to the effect that CONSULTANT and CONSULTANT'S subconsultants interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

D. At any time, CLIENT may request that CONSULTANT, at CLIENT'S sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit D. If so requested by CLIENT, with the concurrence of CONSULTANT, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT'S subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT, and Exhibit D will be amended to incorporate these requirements.

6.06 Termination

The obligation to provide further services under this Agreement or any individual Project Supplement may be terminated:

1. *For cause,*

   a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any individual Project Supplement here under through no fault of the terminating party.

   b. By CONSULTANT:

      1) upon seven days written notice if CONSULTANT believes that CONSULTANT is being requested by CLIENT to furnish or perform services contrary to CONSULTANT'S responsibilities as a licensed professional; or
      2) upon seven days written if CONSULTANT'S services under an individual Project Supplement are

delayed or suspended for more than 90 days for reasons beyond CONSULTANT'S control.

3) CONSULTANT shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, neither this Agreement nor any individual Project Supplement will terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after date of receipt of the notice.

2. *For convenience,*

a. By CLIENT effective upon the receipt of notice by CONSULTANT.

b. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination of this Agreement or any individual Project Supplement at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble materials in orderly files.

6.07 Controlling Law

This Agreement is to be governed by the law of the State of Tennessee.

6.08 Nondiscrimination and Affirmative Action

The CONSULTANT agrees to take affirmative action to assure that applicants are employed and the employees are treated during employment in a manner, which provides equal employment opportunity and eliminates any inequality based upon race, national origin, gender, sexual orientation, religion, disability, height, weight, marital status, or veteran status.

6.09 Successors, Assigns, and Beneficiaries

A. CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and CONSULTANT (and to the extent permitted by paragraph 6.09.B the assigns of CLIENT and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or CONSULTANT to any Contractor, Contractor's subcontractor, supplier, other individual entity, or to any surety for or employee of any of them.

2) All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph, 6.09.C, shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

6.10 Dispute Resolution

CLIENT and CONSULTANT agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action, unless delay in initiating legal action would irrevocably prejudice one of the parties.

6.11 Hazardous Environmental Condition

A. CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist on a Site for a Specific Project, unless set forth in the individual Project Supplement.

B. CLIENT shall disclose to the best of its knowledge to CONSULTANT the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the site of any specific project, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that CONSULTANT'S scope of services in any individual Project Supplement shall not include any services related to Hazardous Environmental Condition unless specifically agreed to in an individual Project Supplement. In the event CONSULTANT or any other party encounters a Hazardous Environmental Condition not specifically identified in the individual Project Supplement, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the specific project affected thereby

until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site of a specific project is in full compliance with applicable laws and regulations.

E.CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site of a specific project in connection with CONSULTANT'S activities under this Agreement.

F. If CONSULTANT'S services under any individual Project Supplement cannot be performed because of a Hazardous Environmental Condition not specifically identified in the individual Project Supplement, the existence of the condition shall justify CONSULTANT'S terminating that individual Project Supplement for cause on 30 days' notice.

6.12 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners and employees from and against any and all costs, losses and damages (including, but not limited to all fees and charges of CONSULTANT'S, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and CONSULTANT'S consultants in the performance and furnishing of CONSULTANT'S services under this Agreement.

2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, consultants officers, directors, partners, employees, and CONSULTANT'S consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of CONSULTANT'S, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees and CLIENT'S other consultants with respect to this Agreement.

3. To the fullest extent permitted by law, CONSULTANT'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT'S negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.12.A.2. of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT'S subconsultants from and against all costs, losses and damages (including, but not limited to all fees and charges of CONSULTANT'S attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) cause by, arising out of or resulting from a hazardous environmental condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.12.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

B. Limitation of Consultant's Liability

1. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, partners, employees, agents, and consultants, and any of them to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to specific project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, agents or consultants, or any of them, shall not exceed the total compensation received by CONSULTANT for the individual Project Supplement or the sum of $300,000, whichever is greater.

6.13 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.14 Applicability of Continuing Services Agreement to individual Project Supplement

The terms and conditions set forth in this Agreement apply to each individual Project Supplement as if set forth in the individual Project Supplement, unless specifically modified. In the event of conflicts between this Agreement and an individual Project Supplement, the conflicting provisions of the individual Project Supplement shall take precedence for the individual Project Supplement. The provisions of this Agreement shall be modified only by a written amendment. Such amendments shall be applicable to all individual Project Supplements issued after the effective date of the amendment if not otherwise set forth in the amendment.

6.15 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.16 Severability

Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.17 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.18 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

6.19 Non-Exclusive and Non-Limiting Agreement

A. Nothing herein shall establish an exclusive relationship between CLIENT and CONSULTANT. CLIENT may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and CONSULTANT may enter into similar or different agreements with other Clients for the same or different services as contemplated hereunder.

B. The cumulative scope of CONSULTANT'S services and CONSULTANT'S compensation as agreed to in Individual Project Supplements hereunder shall not be limited by this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

Wherever used in this Agreement (including the Exhibits hereto and any Individual Project Supplement) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.

2. *Additional Services*-- Services to be performed for or furnished to CLIENT by CONSULTANT in accordance with an Individual Project Supplement which are not included in Basic Services for that Individual Project Supplement.

3. *Agreement*--This "Master Agreement between CLIENT and CONSULTANT for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--the form acceptable to CONSULTANT and CLIENT which is to be used by a contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--Specified services to be performed for or furnished to CLIENT by CONSULTANT in accordance with an Individual Project Supplement.

7. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- document recommended by CONSULTANT, which is signed by a Contractor and CLIENT to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.

10. *Construction Agreement*--The written instrument, which is evidence of the agreement, contained in the Contract Documents, between CLIENT and a Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between CLIENT and a Contractor concerning the Work.

12. *Construction Cost*-- The cost to CLIENT of those portions of an entire Specific Project designed or specified by CONSULTANT. Construction Cost does not include costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CLIENT'S costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to CLIENT pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and

include the Construction Agreement between CLIENT and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and CONSULTANT'S written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price* --The moneys payable by CLIENT to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times* --The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by CONSULTANT'S written recommendation of final payment.

16. *Contractor*--An individual or entity with whom CLIENT enters into a Construction Agreement for a Specific Project.

17. *Correction Period*--The time after Substantial Completion during which a Contractor must correct, at no cost to CLIENT, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract documents, or has been damaged prior to CONSULTANT'S recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by CONSULTANT to CLIENT pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by CONSULTANT, which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *Effective Date of the Individual Project Supplement*--The date indicated in the Individual Project Supplement on which it becomes effective, but if no such date is indicated, it means the date on which the Individual Project Supplement is signed and delivered by the last of the two parties to sign and deliver.

24. *CONSULTANT'S Consultants*--Individuals or entities having a contract with CONSULTANT to furnish services with respect to a Specific Project as CONSULTANT'S independent professional associates, Consultants, subcontractors, or vendors. The term CONSULTANT includes CONSULTANT'S Consultants.

25. *Field Order*--A written order issued by CONSULTANT, which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

26. *General Conditions*--That part of the Contract Documents, which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.

27. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with a Specific Project.

28. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. *Individual Project Supplement*--A document executed by CLIENT and CONSULTANT, including amendments if any, stating the scope of services, CONSULTANT'S compensation, times for performance of services and other relevant information for a Specific Project.

30. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

31. *PCB's*--Polychlorinated biphenyls.

32. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

33. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2001 et seq.) as amended from time to time.

34. *Record Drawings*--The Drawings as issued for construction on which CONSULTANT, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which CONSULTANT considers significant based on record documents furnished by Contractor to CONSULTANT and which were annotated by Contractor to show changes made during construction.

35. *Reimbursable Expenses*--The expenses incurred directly by CONSULTANT in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which CLIENT shall pay CONSULTANT as indicated in Exhibit C or an Individual Project Supplement.

36. *Resident Project Representative*--The authorized representative, if any, of CONSULTANT assigned to assist CONSULTANT at the Site of a Specific Project during the Construction Phase. The Resident Project Representative with be CONSULTANT'S agent or employee and under CONSULTANT'S supervision. As used herein, the term Resident Project Representative includes any assistant of Resident Project Representative agreed to by CLIENT. The duties and responsibilities of the Resident Project Representative will be as set forth in each Individual Project Supplement.

37. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information, which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to CONSULTANT to illustrate some portion of the Work.

39. *Site*--Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by CLIENT upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by CLIENT, which are designated for use of a Contractor.

40. *Specifications*--That part of the Contract Documents prepared by CONSULTANT consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

41. *Specific Project*--An undertaking of CLIENT as set forth in an Individual Project Supplement.

42. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of CONSULTANT, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

43. *Supplementary Conditions*--That part of the Contract documents which amends or supplements the General Conditions.

44. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CLIENT'S costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to CLIENT pursuant to Exhibit B of this Agreement.

45. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

46. *Work Change Directive*--A written directive to a Contractor signed by CLIENT upon recommendation of the CONSULTANT, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

47. *Written Amendment*--A written amendment of the Contract Documents signed by CLIENT and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-consulting or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

A. Description of CONSULTANT'S Services
B. Schedule of CLIENT'S Responsibilities
C. Payments to CONSULTANT
D. Insurance

Attachments

Schedule A to Exhibit C
Attachment 1 to Exhibit A

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 25 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

City of Millersville	**Orchard, Hiltz & McCliment, Inc.**
CLIENT	CONSULTANT
Holly Murphy	Jason Griffin, P.E.
City Manager	Principal
Date	Date

This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Continuing Services Agreement** between **CLIENT** And **CONSULTANT** for **Professional Services** dated _____, 2020.

Schedule of CONSULTANT'S Services

Services to be provided under an individual Project Supplement may include the following:

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Upon written authorization from CLIENT, CONSULTANT shall:

1. Consult with CLIENT to define and clarify CLIENT'S requirements for a Specific Project and available data.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility companies.

3. Advise CLIENT as to the necessity of CLIENT'S providing data or services of the types described in Exhibit B, which are not part of CONSULTANT'S basic services, and, if requested, assist CLIENT in obtaining such data and services.

4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by CONSULTANT, including but not limited to mitigating measures identified in the environmental assessment.

5. Identify and evaluate the number of alternate solutions available to CLIENT listed in the individual Project Supplement for a Specific Project, and, after consultation with CLIENT, recommend to CLIENT those solutions, which in CONSULTANT'S judgment meet CLIENT'S requirements for a Specific Project.

6. Prepare a report (the "Report/Base Plans") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to CLIENT which CONSULTANT recommends.

7. Furnish the number of review copies of the Report/Base Plans to CLIENT within the time period set forth in the individual Project Supplement and review it with CLIENT.

8. Revise the Report/Base Plans in response to CLIENT'S and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report/Base Plans to the CLIENT within the time period set forth in the individual Project Supplement.

B. CONSULTANT'S services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report/Base Plans have been delivered to CLIENT.

A1.02 *Preliminary Design Phase*

A. After determination by CLIENT of the scope, extent, character or design requirements of a Specific Project, including the acceptance with any specific modifications by CLIENT of CONSULTANT'S Report/Base Plans, if any, from a preceding phase or Specific Project, and upon written authorization from CLIENT to provide Preliminary Design Phase Services, CONSULTANT shall:

1. On the basis of the above acceptance, selection and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.

2. Advise CLIENT if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist CLIENT in obtaining such reports, data, information, or services.

3. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Costs.

4. Furnish the Preliminary Design Phase documents to and review them with CLIENT.

5. Submit to CLIENT the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Costs within the time period set forth in the individual Project Supplement.

6. CONSULTANT'S services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to CLIENT.

A1.03 ***Final Design Phase***

A. After determination by CLIENT of the scope, extent, character, or design requirements of a Specific Project, including the acceptance of any specific modifications by CLIENT of a preceding phase or Specific Project, and upon written authorization from CLIENT to provide Final Design Phase Services, CONSULTANT shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final drawings indicating the scope, extent, and character of work to be performed and furnished by Contractor. Specifications and special provisions will be prepared, where appropriate.

2. Provide technical criteria, written descriptions, and design data for CLIENT'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist CLIENT in consultations with appropriate authorities.

3. Provide CLIENT a current opinion of probable Construction Costs.

4. Prepare and furnish Bidding Documents for review and approval by CLIENT, its legal counsel, and other advisors, as appropriate, and assist CLIENT in the preparation of other related documents.

5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to CLIENT with the time period set forth in the individual Project Supplement.

B. CONSULTANT'S services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.5. have been delivered to CLIENT.

A1.04 ***Bidding Phase***

A. Upon written authorization from CLIENT to provide Bidding Phase Services, CONSULTANT shall:

1. Assist CLIENT in advertising for and obtaining bids or negotiating proposals for the work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue addenda as appropriate to clarify, correct, or change the Bidding Documents.

B. The Bidding Phase will be considered complete upon commencement of the construction phase or upon cessation of negotiations with prospective Contractors.

A1.05. ***Construction Phase***

A. Upon written authorization from CLIENT to provide Construction Phase Services, CONSULTANT shall:

1. *General Administration of Construction Contract.* Consult with CLIENT and act as CLIENT'S representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said General Conditions shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CLIENT'S instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the site of the Specific Project to assist the CONSULTANT and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the individual Project Supplement. Exhibit D "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," shall be modified for the individual Project Supplement. The furnishing of such RPR's services will not extend CONSULTANT'S responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. Selecting Independent Testing Laboratory. Assist CLIENT in the selection of an independent testing laboratory perform the services identified in paragraph B2.01.0.

4. Pre-Construction Conference. Participate in a pre-construction conference prior to commencement of work at the site.

5. Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the work, which in CONSULTANT'S judgment are necessary to enable Contractor to proceed, unless Contractor staking is included in Contractor's contract.

6. Visits to Site and Observation of Construction. In connection with observations of work in progress:

a. Make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the work. Such visits and observations by CONSULTANT, and the Resident Project

Representative, if any, are not intended to be exhaustive or to extend to every aspect of the work in progress or to involve detailed inspections of the work in progress beyond the responsibilities specifically assigned to CONSULTANT in the individual Project Supplement and the contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT'S exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the contract documents, and CONSULTANT shall keep the CLIENT informed of the progress of the work.

b. The purpose of CONSULTANT'S visits to, and representation by the Resident Project Representative, if any, at the site of the Specific Project, will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the construction phase, and, in addition, by the exercise of CONSULTANT'S efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work will conform in general to the contract documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over the work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the contract documents.

7. Defective Work. Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the contract document or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents.

8. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents. CONSULTANT may issue field orders authorizing minor variations from the requirements of the contract documents.

9. Change Orders and Work Change Directives. Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.

10. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to CONSULTANT.

11. Inspections and Tests. Require such special inspections or tests of the work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the contract documents. CONSULTANT'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the contract documents. CONSULTANT shall be entitled to rely on the results of such tests.

12. Disagreements between CLIENT and Contractor. Render formal written decisions on all claims of CLIENT and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CLIENT or

Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

13. Applications for Payment. Based on CONSULTANT'S observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
    a. Determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT'S representation to CLIENT, based on such observations and review, that, to the best of CONSULTANT'S knowledge, information and belief, the work has progressed to the point indicated, the quality of such is generally in accordance with the contract documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT'S responsibility to observe the work. In the case of unit price work, CONSULTANT'S recommendations of payment will include final determinations of quantities and classifications of the work (subject to any subsequent adjustments allowed by the contract documents). The responsibilities of CONSULTANT contained in paragraph A1.05.A.6.a. are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.
    b. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of the work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the contract documents. Neither CONSULTANT'S review of the work for the purposes of recommending payments nor CONSULTANT'S recommendations of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control the work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws and regulations applicable to the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

14. Contractor's Completion Documents.
    a. Receive and review maintenance and operating instructions, schedules, and guarantees.
    b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, shop drawings, samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the contract documents to obtain final payment. The extent of such CONSULTANT'S review will be limited as provided in paragraph A1.05.A.10.
    c. CONSULTANT shall transmit these documents to CLIENT.

15. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with CLIENT and Contractor, conduct an inspection to determine if the work is substantially complete. If after considering any objectives of CLIENT, CONSULTANT considers the work substantially complete, CONSULTANT shall deliver a certificate of Substantial Completion to CLIENT and Contractor.

16. Final Notice of Acceptability of the Work. Conduct a final payment inspection to determine if the completed work of contract is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the work is acceptable (subject to the provisions of paragraph A1.05.A.14.b.) to the best of CONSULTANT'S knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

B. Duration of Construction Phase. The construction phase will commence with the execution of the first Construction Agreement for a Specific Project or any

part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the individual Project Supplement. Construction Phase services may be rendered at different times in respect to the separate contracts.

C. Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts of omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the work in accordance with the contract documents.

A1.06 *Post-Construction Phase*

A. Upon written authorization from CLIENT to begin post-construction phase services, CONSULTANT shall:

1. Together with CLIENT, visit the Specific Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

2. In company with CLIENT or CLIENT'S representative, provide an inspection of the Specific Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the individual Project Supplement, will terminate at the end of the Correction Period.

Part 2 – Additional Services

A2.01 *Additional Services Requiring CLIENT'S Authorization in Advance*

A. If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by CLIENT as indicated in an individual Project Supplement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with a Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT.

3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, CLIENT'S schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the individual Project Supplement or are due to any other causes beyond CONSULTANT'S control.

4. Services resulting from CLIENT'S request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

5. Services required as a result of CLIENT'S providing incomplete or incorrect project information with respect to Exhibit B.

6. Providing renderings or models for CLIENT'S use.

7. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related Consulting services needed for the transfer of interests in real property; and providing other special field surveys.

8. Providing Construction Phase services beyond the Contract Times set forth in the individual Project Supplement.

9. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

10. Preparing and furnishing to CLIENT, in the format agreed to, Record Drawings showing appropriate record information based on project annotated record documents received from Contractor.

11. Preparing to serve or serving as a CONSULTANT or witness for CLIENT in any litigation, arbitration

or other dispute resolution process related to a Specific Project.

12. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT so as to make the compensation commensurate with the extent of the Additional Services rendered.
13. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

14. Additional or extended services during construction made necessary by (a) a significant amount of defective, neglected or delayed Work by a Contractor, or (b) default by a Contractor.

15. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by CLIENT prior to its Substantial Completion.

16. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.

17. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement or an individual Project Supplement.

A2.02 ***Additional Services Not Requiring CLIENT'S Authorization in Advance***

A. CONSULTANT shall perform or furnish, without requesting or receiving specific advance authorization from CLIENT, the Additional Services of the types listed below. CONSULTANT shall advise CLIENT in writing within seven days after beginning any such Additional Services. If CLIENT does not want CONSULTANT to continue to perform or furnish the services, CLIENT shall notify CONSULTANT in writing to cease, and CONSULTANT shall comply.

1. Additional or extended services during construction made necessary by (a) emergencies endangering the Work, (b) an occurrence of a Hazardous Environmental Condition, (c) Work damaged by fire or other cause during construction, or (d) acceleration of the progress schedule involving services beyond normal working hours.

ATTACHMENT 1 - SAMPLE

This is an individual **PROJECT SUPPLEMENT** consisting of ____ pages, referred to in and part of the **Continuing Services Agreement** between **CLIENT** and **CONSULTANT** for **Professional Services** dated _____, 2020.

Project Supplement No. _____

In accordance with paragraph 1.01 of the Continuing Services Agreement between CONSULTANT and CLIENT for Professional Services dated _____ ("Agreement"), CONSULTANT and CLIENT agree as follows:

Specific Project Data

A. Title:_____

B. Description:_____

_____

1. Services of CONSULTANT

2. CLIENT'S Responsibilities

3. Times for Rendering Services:

Phase	Completion Date/Time
Study and Report	
Preliminary Design	
Final Design	

4. Payments to CONSULTANT

A. Method(s) of Payment by Phases

CLIENT shall pay CONSULTANT for services within each phase as follows:

Phase	Method of Payment	
	Basic Services	Additional Services
Study and Report		
Preliminary Design		
Final Design		
Bidding or Negotiating		
Construction		
Post-Construction		
Other		

B. For Method of Payment A, Lump Sum:

The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be $_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

C. For Method of Payment B, Standard Hourly Rates:

1. The Standard Hourly Rates shall be as shown on Appendix 2 of Exhibit C of the Continuing Services Agreement.
2. The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be $_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

D. For method of Payment C, Direct Labor Costs Times a Factor:

1. The Factor shall be [] as stated in Exhibit C of the Continuing Services Agreement.

2. The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be $_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

E. For method of Payment D, Direct Labor Costs Plus Overhead Plus a Fixed Fee:

1. The Overhead Rate shall be [__] as stated in Exhibit C of the Continuing Services Agreement.

2. The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be $_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

5. Subconsultants:

6. Other Modifications to Continuing Services Agreement:

7. Attachments:

8. Documents Incorporated By Reference:

Approval and Acceptance: Approval and acceptance of this individual Project Supplement No. ____, including the attachments listed above, shall incorporate this document as part of the Continuing Services Agreement. CONSULTANT is authorized to begin performance upon its receipt of a copy of this individual Project Supplement signed by CLIENT.

The effective date of this individual Project Supplement No. ____ is _____, 2020.

[____] CLIENT	**Orchard, Hiltz & McCliment, Inc.** CONSULTANT
_____ Name Title	_____ Name Title
_____ Date	_____ Date

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Continuing Services Agreement** between **CLIENT** and **CONSULTANT** for **Professional Services** dated _____, 2020.

Schedule of CLIENT'S Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities except as stated in an individual Project Supplement.

B2.01 In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall:

A. Provide CONSULTANT with all criteria and full information as to CLIENT'S requirements for a Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT'S standard forms, conditions, and related documents for CONSULTANT to include in the Bidding Documents, when applicable.

B. Furnish to CONSULTANT any other available information pertinent to a Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of a Specific Project.

C. Following CONSULTANT'S assessment of initially-available project information and data and upon CONSULTANT'S request, furnish or otherwise make available such additional project related information and data as is reasonably required to enable CONSULTANT to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Specific Project Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Specific Project Site, and adjacent areas.

6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the individual Project Supplement.

D. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition of a nature or extent not identified in the individual Project Supplement or of any other development that affects the scope or time of performance of CONSULTANT'S services, or any defect or nonconformance in CONSULTANT'S services or in the work of any Contractor.

E. Authorize CONSULTANT to provide Additional Services as set forth in the individual Project Supplement as required.

F. Arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under the individual Project Supplement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT for a Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of a Specific Project designed or specified by CONSULTANT and such reviews, approvals, and consents from others as may be necessary for completion of each phase of a Specific Project.

I. Provide, as required for a Specific Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to a Specific Project as CLIENT requires, a Contractor raises, or CONSULTANT reasonably requests.

3. Such auditing services as CLIENT requires to ascertain how or for what purpose a Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise CONSULTANT of the identity and scope of services of any independent consultant employed by CLIENT to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Advertise for proposals from bidders and pay for all costs incident thereto.

L. Attend the pre-Bid conference, Bid opening (open the proposals at the appointed time and place), pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

M. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment and facilities of Owner, prior to their incorporation into the Work for a Specific Project with appropriate professional interpretation thereof.

N. Provide inspection or monitoring services by an individual or entity other than CONSULTANT (and disclose the identity of such individual or entity to CONSULTANT) as CLIENT determines necessary to verify:

1. That a Contractor is complying with any Laws and Regulations applicable to a Contractor's performing and furnishing the Work.

2. That a Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

O. Provide CONSULTANT with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Continuing Services Agreement** between **CLIENT** and **CONSULTANT** for **Professional Services** dated _____, 2020.

Payments to CONSULTANT for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS TO CONSULTANT

C4.01 ***Method of Payment***

Owner shall pay CONSULTANT for services in accordance with one or more of the following methods as identified in each individual Project Supplement:

1. Method A: Lump Sum

2. Method B: Standard Hourly Rates

3. Method C: Direct Labor Costs Times a Factor

4. Method D: Direct Labor Costs Plus Overhead Plus a Fixed Fee

C4.02 ***Explanation of Methods***

A. Method A - - Lump Sum:

1. CLIENT shall pay CONSULTANT a Lump Sum amount. The individual Project Supplement shall state the assumed distribution of the lump sum by phases.

2. The distribution of CONSULTANT'S compensation between phases may be altered with CLIENT'S approval, which shall not be unreasonably withheld. CONSULTANT'S total compensation shall not exceed the total lump sum amount unless approved in writing by CLIENT.

3. The Lump Sum will include compensation for CONSULTANT'S services and services of CONSULTANT'S subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for CONSULTANT'S services will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. Owner shall pay CONSULTANT an amount equal to the cumulative hours charged to the Specific Project by each class of CONSULTANT'S employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and CONSULTANT'S charges, if any.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. CONSULTANT'S Standard Hourly Rates are attached to this Exhibit as Appendix 1.

4. The total estimated compensation for CONSULTANT'S services for the individual Project Supplement and the assumed distribution of compensation by phases shall be stated in the individual Project Supplement. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses and CONSULTANT'S charges, if any.

5. The amounts billed for CONSULTANT'S services under each individual Project Supplement will be based on the cumulative hours charged to the Specific Project during the billing period by each class of CONSULTANT'S employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and CONSULTANT'S charges, if any.

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of the beginning of CONSULTANT'S fiscal year) to reflect equitable changes in the compensation payable to CONSULTANT.

C. Method C – Direct Labor Costs Times a Factor:

1. CLIENT shall pay CONSULTANT an amount equal to CONSULTANT'S Direct Labor Costs times a Factor of 3.2 for the services of CONSULTANT'S employees engaged on the Specific Project, plus Reimbursable Expenses, and subconsultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

2. The total estimated compensation for CONSULTANT'S services for the individual Project Supplement and the assumed distribution of compensation shall be stated in the individual Project Supplement. This total estimated compensation

incorporates all labor, overhead, profit, Reimbursable Expenses, and subconsultant's charges, if any.

3. The amounts billed for CONSULTANT'S services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the Specific Project during the billing period by the above-designated Factor, plus Reimbursable Expenses and subconsultant's charges, if any.

4. The Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually (as of the beginning of the CONSULTANT'S fiscal year) to reflect equitable changes in the compensation payable to CONSULTANT.

D. Method D – Direct Labor Costs Plus Overhead Plus a Fixed Fee:

1. CLIENT shall pay CONSULTANT an amount equal to CONSULTANT'S Direct Labor Costs Plus Overhead Plus a Fixed Fee for the services of CONSULTANT'S employees engaged on the Specific Project, plus Reimbursable Expenses, and subconsultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

2. The total estimated compensation for CONSULTANT'S services for the individual Project Supplement and the assumed distribution of compensation shall be stated in the individual Project Supplement. This total estimated compensation incorporates all labor, overhead, fixed fee, Reimbursable Expenses, and subconsultant's charges, if any.

3. The amounts billed for CONSULTANT'S services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the Specific Project during the billing period, plus overhead, plus Reimbursable Expenses and subconsultant's charges, if any, plus the proportionate portion of the fixed fee.

4. The Direct Labor Costs and Overhead Multiplier applied to Direct Labor Costs will be adjusted annually (as of the beginning of CONSULTANT'S fiscal year) to reflect equitable changes in the compensation payable to subconsultant.

C4.03 *Reimbursable Expenses*

Costs incurred by CONSULTANT in the performance of the individual Project Supplement in the following categories constitute Reimbursable Expenses:

The amounts payable to CONSULTANT for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by CONSULTANT, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.15.

C4.04 *Serving as a Witness*

A. For services performed by CONSULTANT'S employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under paragraph A2.01.A.11, at the rate of $1,200 per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration or proceeding will be on the basis provided in paragraph C4.02 A, B, C, or D.

B. Compensation for CONSULTANT'S subconsultants for such services will be on the basis provided in paragraph C4.05.

C4.05 *Other Provisions Concerning Payment*

A. Extended Contract Times. Should the Contract Times to complete the Work be extended beyond the period stated in the individual Project Supplement, payment for CONSULTANT'S services shall be continued based on the Standard Hourly Rates Method of Payment.

B. Estimated Compensation Amounts

1. CONSULTANT'S estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to CONSULTANT under the Agreement.

2. When estimated compensation amounts have been stated in an individual Project Supplement and it subsequently becomes apparent to CONSULTANT that a compensation amount thus estimated will be exceeded, CONSULTANT shall give CLIENT written notice thereof. Promptly thereafter CLIENT and CONSULTANT shall review the matter of services remaining to be performed and compensation for such services. CLIENT shall either agree to such compensation exceeding said estimated amount or CLIENT and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT so that total compensation for such services will not exceed said estimated amount when such services are completed. If CONSULTANT exceeds the estimated amount before CLIENT and CONSULTANT have agreed to an increase in the compensation due CONSULTANT or a reduction in the remaining services, the CONSULTANT shall give written notice thereof to CLIENT and shall be paid for all services rendered thereafter.

This is **EXHIBIT C – Appendix 1**, consisting of 1 page, referred to in and part of the **Continuing Services Agreement** between **CLIENT** and **CONSULTANT** for **Professional Services** dated _____, 2020.

Standard Hourly Rates

Paragraph 4.02B of the Agreement is amended and supplemented to include the following agreement of the parties. Rates as reflected subject to review and adjustment on an annual basis.

Professional Engineer IV/Architect IV	$185.00
Professional Engineer III/Architect III	$170.00
Professional Engineer II/Architect II	$145.00
Professional Engineer I/Architect I	$125.00
Graduate Engineer IV	$140.00
Graduate Engineer III	$135.00
Graduate Engineer II	$125.00
Graduate Engineer I	$110.00
Project Specialist II	$158.00
Project Specialist I	$130.00
Graduate Architect III/Landscape Architect III	$130.00
Graduate Architect II/Landscape Architect II	$118.00
Graduate Architect I/Landscape Architect I	$110.00
Technician IV	$140.00
Technician III	$120.00
Technician II	$100.00
Technician I	$85.00
Engineering/Architectural Aide	$65.00
Professional Surveyor III	$155.00
Professional Surveyor II	$145.00
Professional Surveyor I	$140.00
Graduate Surveyor	$115.00
Surveyor III	$110.00
Surveyor II	$100.00
Surveyor I	$85.00
Surveyor Aide	$65.00
Planner IV	$160.00
Planner III	$140.00
Planner II	$124.00
Planner I	$98.00
Planner Aide	$65.00
Graphic Designer	$110.00
Administrative Support	$85.00
Clerical Aide	$65.00
Principal	$210.00
Sr. Associate	$195.00
Associate	$185.00
2-Man Survey Crew w/Equipment	$165.00
1-Man Survey Crew w/Equipment	$116.00
Drone Crew	$165.00

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the **Continuing Services Agreement** between **CLIENT** and **CONSULTANT** for **Professional Services** dated _____, 2020.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraphs 6.0.5.A of the Agreement are as follows:

1. By CONSULTANT

a. Workers' Compensation:	$1,000,000
b. Employer's Liability - -	
1. Each Accident:	$1,000,000
2. Disease, Policy Limit:	$1,000,000
3. Disease, Each Employee:	$1,000,000
c. General Liability - -	
1. Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
2. General Aggregate:	$2,000,000
d. Excess or Umbrella Liability - -	
1. Each Occurrence:	$5,000,000
e. Automobile Liability --	
1. Combined Single Limit (Bodily Injury and Property Damage): Each Accident	$1,000,000
f. Professional Liability - -	
1. Each Claim	$2,000,000
2. Aggregate	$4,000,000

CITY MANAGER, Millersville, TN (pop. 6,440).

The city is accepting resumes for the position of City Manager. Millersville is located 16 miles north of Nashville on Interstate 65, lying in both Sumner and Robertson Counties. The position is appointed by, and responsible to a five-member Board of Commissioners, for the day-to-day administration of all city services. The City Manager is responsible for oversight of a budget of approximately $5.5M and 36 FTE employees. The city is seeking an energetic, facilitative and visionary City Manager who will wear multiple hats, with an emphasis on excellent fiscal management, economic development, and grants development and management.

The successful candidate will possess a strong ethical compass, an ability to communicate vision as well as tactical goals, a capacity to work in a political environment, with direct experience working with elected officials. The City Manager must have a passion for leading a small town, the ability to relate well to the community, and the ability to partner with an engaged Commission to carry out the strategic priorities of the City. The position requires working closely with the City commission, staff, federal, state, other local officials and citizens in a collaborative and helpful way.

The successful candidate will:

- Be comfortable being the face of the community, telling its story, advocating for opportunities and marketing strengths;
- Be experienced in effectively leading and managing a diverse group of employees with varying backgrounds, tenures and skillsets;
- be strategic and innovative regarding areas for growth, new development and redevelopment while balancing strengths in economic development for retail, industry, small business, and start-up opportunities, and grants development and management;
- be adept at constructively advising and providing guidance to City commission in helping them achieve their vision and priorities;
- Have a proven track record in developing and supporting staff to achieve excellence;
- Be skilled at diplomatically engaging with a diversity of stakeholders such as individual citizens, community groups, City Commission members, employees, regional, state and federal authorities in order to leverage City opportunities and mitigate challenges;
- Be able to effectively recruit, retain, manage, develop and engage talented staff to deliver excellent customer service to both internal and external customers;

Core skills include a working knowledge of financial statements, including trend assessment and forecasting; organizational skills with an eye for efficiencies and the role of technology in that process; communication skills (both oral and written); excellent interpersonal skills and a passion for customer service.

The ideal candidate will have a bachelor's degree in public administration or business management, a master's degree would be preferred, and will have three to five years of experience as a City Manager, Assistant City Manager, or Department Head in a similar sized community; or will have more than ten years of experience in a management role in municipal government or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this position. Residency inside City limits preferred. Additional information about the community will be on the City's Website: https://www.cityofmillersville.com

The Starting Salary Range for this position is $80,000 - $95,000 plus a competitive comprehensive benefits package. The City of Millersville is an Equal Opportunity Employer. Resumes will be accepted until 4:00 pm, May 22, 2020.

All interested applicants should submit a resume and cover letter along with three professional references, and salary history to:

Municipal Technical Advisory Service
226 Capitol Blvd, Suite 606
Nashville, TN 37219
Attn: Gary Jaeckel, Municipal Management Consultant

BALANCE SHEET
AS OF: MARCH 31ST, 2020
10 -General Fund

		BALANCE
ASSETS		
Current Assets		
Checking/Savings		
1000	General Fund - Farmers Bk	200,716.40
1001	Reserve Fund MM-Farmers Bk	1,717,489.34
1004	Renew Crew - Farmers Bk	2,067.67
1009	Police Explorers - Farmers Bk	716.21
1010	Christmas For Kids-Farmers Bk	4,918.46
1012	Healthcare Account-Farmers Bk	108,726.71
1013	General Escrow Acct-Farmers Bk	11,614.00
1014	Series 2019 Const Acct-Farmers	2,334,594.18
1015	City Court Account-Farmer's Bk	123,214.38
1016	City Hall Retainage Acct-FBank	33,449.60
Total Checking/Savings		4,537,506.95
Current Assets		
1110	Cash on Hand - Petty Cash	92.13
1111	Cash on Hand - Cash Drawers	300.00
1112	Petty Cash - PD	400.00
1113	Petty Cash - CCtr	115.00
1201	Allow for Bad Debts	(34,957.75)
1205	Intergovermental Receivable	105,549.49
1210	Prop.Tax Receivable - Current	34,324.58
1211	Prop.Tax Receivable - Delinq	56,541.00
1212	Prop.Tax Recvble-Next Yr Levy	6,258.00
1222	A/R-Other (Mowing/liens)	4,637.25
Total Current Assets		173,259.70
Total Current Assets		4,710,766.65
Other Assets		
Fixed Assets		
Transfers		
1620	Due To / From Sewer Fund	23,883.13
1630	Due To / From Street Fund	(104,589.07)
1640	Due To / From Solid Waste Fund	32,188.55
1650	Due To / From Drug Fund	(312.67)
1660	Due To / From Stormwater Fund	12,291.27
Total Transfers		(36,538.79)
Total Other Assets		(36,538.79)
TOTAL ASSETS		4,674,227.86

BALANCE SHEET
AS OF: MARCH 31ST, 2020
10 -General Fund

		BALANCE
LIABILITIES & EQUITY		
Current Liabilities		
Current Liabilities		
2001	A/P - Other	(164,602.58)
2004	A/P-State Traffic Fines&Fees	5,950.92
2007	GF Escrow Pending Acct	11,614.00
2008	Boger-5% Retainage/CHall	33,438.83
2010	Renew Crew Donations	2,067.67
2012	Police Exp Donations	716.21
2014	Christmas For Kids Donations	4,918.46
2015	Healthcare EAP Account	108,726.71
2016	Overpmt-P.Tax/to be refunded	811.00
2020	Deposit - Fire Hydrants	1,250.00
2022	Deposit - Comm.Ctr Rental	7,325.00
2101	Accrued Wages Payable	31,901.99
2106	Social Security - Employee	(939.82)
2107	Medicare - Employee	(219.79)
2108	Accrued SS & Medicare	2,440.51
2110	Retirement - Employee	4,995.92
2114	MedChild - Employee	(462.65)
2116	MedSpouse - Employee	194.55
2118	MedFam - Employee	1,646.92
2124	DentalChild - Employee	23.31
2126	DentalSpouse - Emp	(201.41)
2128	DentalFam - Employee	357.68
2130	Vision - Employee	(49.19)
2132	Vision & 1 - Employee	468.70
2134	VisionFam - Employee	246.85
2136	Heart - Employee	215.78
2138	Hospital - Employee	(128.64)
2140	Accident - Employee	20.86
2142	Life Ins/LICOA - Emp	576.73
2144	Cancer - Employee	15.27
2148	Disability - Employee	214.50
2150	Pre-Paid Legal - Emp	522.29
2200	Deferred Revenue	6,258.00
Total Current Liabilities		60,314.58
Total Current Liabilities		60,314.58
Long Term Liabilities		

BALANCE SHEET
AS OF: MARCH 31ST, 2020
10 -General Fund

	BALANCE
Long Term Liabilities	
TOTAL LIABILITIES	60,314.58
Equity	
2710 Fund Balance-Unreserved	162,355.00
2760 Fund Balance-Unassigned	1,588,945.28
Net Income	2,862,613.00
Total Equity	4,613,913.28
TOTAL LIABILITIES & EQUITY	4,674,227.86

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

10 -General Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Property Tax - Current						
10-3000 Sumner Co. - Current	614,449	32,177.00	783,184.00	0.00	(168,735.00)	127.46
10-3002 Robertson Co. - Current	324,640	11,859.00	305,896.00	0.00	18,744.00	94.23
TOTAL Property Tax - Current	939,089	44,036.00	1,089,080.00	0.00	(149,991.00)	115.97
Property Tax - Delinq.						
10-3010 Sumner Co. - Delinq	0	2,815.00	18,643.58	0.00	(18,643.58)	0.00
10-3012 Robertson Co. - Delinq	0	1,134.00	10,233.00	0.00	(10,233.00)	0.00
10-3015 Interest - Property Tax	6,000	962.46	7,887.59	0.00	(1,887.59)	131.46
TOTAL Property Tax - Delinq.	6,000	4,911.46	36,764.17	0.00	(30,764.17)	612.74
Local Tax						
10-3020 Local Sales Tax - Sumner	265,000	25,466.40	193,223.91	0.00	71,776.09	72.91
10-3021 Local Sales Tax - Robt	180,000	20,981.17	159,015.68	0.00	20,984.32	88.34
10-3022 Wholesale Beer Tax	107,000	5,903.37	68,295.15	0.00	38,704.85	63.83
10-3023 Cable TV Franchise Tax	54,000	41,047.73	52,315.31	0.00	1,684.69	96.88
10-3025 Business Tax-City	25,000	2,745.11	14,233.76	0.00	10,766.24	56.94
10-3027 Beer Privilege Tax	700	0.00	600.00	0.00	100.00	85.71
10-3028 Wholesale Liquor Tax	11,000	586.96	7,463.69	0.00	3,536.31	67.85
10-3029 Hotel/Motel Tax	4,500	168.47	2,544.01	0.00	1,955.99	56.53
TOTAL Local Tax	647,200	96,899.21	497,691.51	0.00	149,508.49	76.90
State Tax						
10-3030 State Sales Tax	573,160	45,045.19	450,286.26	0.00	122,873.74	78.56
10-3031 State Income Tax (Hall's Tax)	4,500	0.00	12,038.50	0.00	(7,538.50)	267.52
10-3032 State Beer Tax	3,100	0.00	1,596.11	0.00	1,503.89	51.49
10-3033 State-City Street/Petroleum	12,800	1,065.45	9,589.21	0.00	3,210.79	74.92
10-3034 State Telecommunications Tax	1,000	88.42	886.00	0.00	114.00	88.60
10-3035 Bank Excise Tax	3,000	3,994.92	3,994.92	0.00	(994.92)	133.16
10-3036 TVA Gross Receipts	76,000	0.00	52,262.35	0.00	23,737.65	68.77
10-3038 USUB Tax Unencumbered	0	0.00	9,828.00	0.00	(9,828.00)	0.00
TOTAL State Tax	673,560	50,193.98	540,481.35	0.00	133,078.65	80.24
Payment in Lieu of Taxes						
10-3099 Sewer In Lieu of Taxes	29,200	0.00	0.00	0.00	29,200.00	0.00
TOTAL Payment in Lieu of Taxes	29,200	0.00	0.00	0.00	29,200.00	0.00
Road Maintenance Fees						
Court Fines & Fees						
10-3200 City Court Fines & Costs	325,000	18,145.00	241,070.25	0.00	83,929.75	74.18
10-3202 City Court Litigation Tax	30,000	2,052.25	21,337.50	0.00	8,662.50	71.13
10-3205 Sumner Co. Court Fines	14,000	1,107.05	9,132.18	0.00	4,867.82	65.23
10-3206 Robertson Co. Court Fines	5,000	502.07	4,597.50	0.00	402.50	91.95
10-3220 Police Reports	50	1.05	14.70	0.00	35.30	29.40
10-3221 Police Dept-Other	2,000	0.00	1,386.83	0.00	613.17	69.34
10-3222 PD Tow/Storage Fees	5,000	195.00	3,125.00	0.00	1,875.00	62.50
TOTAL Court Fines & Fees	381,050	22,002.42	280,663.96	0.00	100,386.04	73.66

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

10 -General Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Licenses & Permits						
10-3301 Beer License	0	0.00	250.00	0.00	(250.00)	0.00
10-3302 Building Permits	36,000	3,037.20	39,276.77	0.00	(3,276.77)	109.10
10-3304 Burn Permits	450	65.00	325.00	0.00	125.00	72.22
TOTAL Licenses & Permits	36,450	3,102.20	39,851.77	0.00	(3,401.77)	109.33
Other Revenue						
10-3498 Plan Review Fees	0	0.00	2,260.00	0.00	(2,260.00)	0.00
10-3499 Engineering Fees/P&Z	7,500	0.00	393.20	0.00	7,106.80	5.24
10-3500 Planning & Zoning Fees	5,000	200.00	1,700.00	0.00	3,300.00	34.00
10-3501 Interest Earnings	5,000	869.00	6,746.64	0.00	(1,746.64)	134.93
10-3504 Miscellaneous Income	10,000	773.11	11,765.40	0.00	(1,765.40)	117.65
10-3505 Insurance Proceeds	600	0.00	11,089.76	0.00	(10,489.76)	1,848.29
10-3506 Sale of Assets (Auction)	0	1,387.00	1,387.00	0.00	(1,387.00)	0.00
10-3507 Seizures/Auction	0	343.43	4,603.93	0.00	(4,603.93)	0.00
10-3510 Fire Dept-Other	0	0.00	451.60	0.00	(451.60)	0.00
10-3512 Donations	0	0.00	350.00	0.00	(350.00)	0.00
10-3522 Community Center	30,000	1,145.00	26,435.00	0.00	3,565.00	88.12
10-3600 Grant Proceeds	10,000	1,407.51	3,702.50	0.00	6,297.50	37.03
10-3602 DTF Reimbursement	51,618	4,241.14	33,929.12	0.00	17,688.88	65.73
10-3606 Loan/Bond Proceeds	3,100,000	0.00	3,000,000.00	0.00	100,000.00	96.77
TOTAL Other Revenue	3,219,718	10,366.19	3,104,814.15	0.00	114,903.85	96.43
Transfers						
10-3710 From Fund Balance-General Fund	499,335	0.00	0.00	0.00	499,335.00	0.00
TOTAL Transfers	499,335	0.00	0.00	0.00	499,335.00	0.00
TOTAL REVENUE	6,431,602	231,511.46	5,589,346.91	0.00	842,255.09	86.90

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

10 -General Fund
DEPARTMENT - Administration % OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
10-410-1100 Salaries - Administrative	222,947	16,458.64	156,912.80	0.00	66,034.20	70.38
10-410-1101 Overtime - Administrative	1,000	107.05	561.55	0.00	438.45	56.16
10-410-1102 Salaries - Other	0	80.00	1,330.00	0.00	(1,330.00)	0.00
10-410-1105 Salaries - City Commission	24,850	2,050.00	18,450.00	0.00	6,400.00	74.25
10-410-1108 Longevity Pay	5,100	0.00	5,100.00	0.00	0.00	100.00
TOTAL Salaries	253,897	18,695.69	182,354.35	0.00	71,542.65	71.82
Other Personnel Costs						
10-410-1200 SS & Medicare	19,423	1,407.81	13,733.66	0.00	5,689.34	70.71
10-410-1300 Employee Health Insurance	39,000	2,744.07	23,463.91	0.00	15,536.09	60.16
10-410-1400 Retirement	0	0.00	88.98	0.00	(88.98)	0.00
10-410-1500 Unemployment Insurance	112	0.00	21.00	0.00	91.00	18.75
TOTAL Other Personnel Costs	58,535	4,151.88	37,307.55	0.00	21,227.45	63.74
Other Expenses						
10-410-2000 Other Medical Expense	0	0.00	322.00	0.00	(322.00)	0.00
10-410-2002 Education & Training	2,500	0.00	1,223.41	0.00	1,276.59	48.94
10-410-2014 Worker's Comp. Insurance	933	0.00	(369.00)	0.00	1,302.00	39.55-
10-410-2016 Liability & Property Ins.	93,000	0.00	0.00	0.00	93,000.00	0.00
10-410-2100 Utilities	19,000	2,450.41	16,877.74	0.00	2,122.26	88.83
10-410-2102 Telephone&Internet	6,000	588.38	5,144.18	0.00	855.82	85.74
10-410-2104 Gas, Oil, Diesel Fuel	500	22.76	191.08	0.00	308.92	38.22
10-410-2106 Publicity,Subscripts & Dues	10,500	296.24	9,083.92	0.00	1,416.08	86.51
10-410-2200 Repair & Maintenance	0	0.00	499.00	0.00	(499.00)	0.00
10-410-2202 Vehicle Repair&Maintenance	1,000	0.00	173.79	0.00	826.21	17.38
10-410-2204 Equip Repair & Maintenance	0	0.00	195.00	0.00	(195.00)	0.00
10-410-2206 Bldg Repair & Maintenance	5,000	274.89	1,658.10	0.00	3,341.90	33.16
10-410-2207 City Property Maintenance	1,000	0.00	0.00	0.00	1,000.00	0.00
10-410-2210 Contractual Services	60,331	2,773.83	37,596.18	0.00	22,734.82	62.32
10-410-2300 Operating Supplies	3,500	262.10	2,954.58	0.00	545.42	84.42
10-410-2302 Office Supplies	2,000	533.77	3,428.50	0.00	(1,428.50)	171.43
10-410-2304 Temp CH setup/supplies/exp'	0	0.00	5,691.31	0.00	(5,691.31)	0.00
10-410-2310 Miscellaneous/Sundry	2,000	198.09	1,750.87	0.00	249.13	87.54
10-410-2312 Minor Equipment	3,300	149.99	4,113.31	0.00	(813.31)	124.65
10-410-2316 Postage & Machine Rental	3,500	129.00	807.99	0.00	2,692.01	23.09
10-410-2322 Interest Expense	44,735	0.00	44,734.99	0.00	0.01	100.00
10-410-2326 Recording Documents	120	0.00	48.00	0.00	72.00	40.00
10-410-2332 Meals & Entertainment	2,000	195.89	2,477.87	0.00	(477.87)	123.89
10-410-2700 Donations	2,500	0.00	0.00	0.00	2,500.00	0.00
10-410-2745 Sumner-Property TR Match	2,500	13.00	13.00	0.00	2,487.00	0.52
10-410-2750 Robt-Property TR Match	1,700	0.00	13.00	0.00	1,687.00	0.76
10-410-4000 Professional Services	5,000	0.00	0.00	0.00	5,000.00	0.00
10-410-4014 Legal Services	30,000	0.00	5,743.50	0.00	24,256.50	19.15
10-410-4016 Accounting & Auditing	5,500	0.00	0.00	0.00	5,500.00	0.00
10-410-6000 Building Imp's/CH Reno	2,900,000	209,941.34	698,485.59	0.00	2,201,514.41	24.09
10-410-6020 Debt Service-Prin/Bond	115,000	0.00	111,400.48	0.00	3,599.52	96.87
10-410-6022 Other Capital Projects	250,000	507.50	18,041.00	0.00	231,959.00	7.22
TOTAL Other Expenses	3,573,119	218,337.19	972,299.39	0.00	2,600,819.61	27.21
TOTAL Administration	3,885,551	241,184.76	1,191,961.29	0.00	2,693,589.71	30.68

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

10 -General Fund
DEPARTMENT - Building/Codes % OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
10-411-1100 Salaries - Bldg/Codes	32,292	2,484.80	23,047.20	0.00	9,244.80	71.37
10-411-1101 Overtime - Bldg/Codes	500	0.00	46.59	0.00	453.41	9.32
10-411-1108 Longevity Pay	50	0.00	50.00	0.00	0.00	100.00
TOTAL Salaries	32,842	2,484.80	23,143.79	0.00	9,698.21	70.47
Other Personnel Costs						
10-411-1200 SS & Medicare	2,512	188.14	1,752.41	0.00	759.59	69.76
10-411-1300 Employee Health Insurance	500	40.83	367.47	0.00	132.53	73.49
10-411-1400 Retirement	0	0.00	5.72	0.00	(5.72)	0.00
10-411-1500 Unemployment Ins.	56	0.00	0.00	0.00	56.00	0.00
TOTAL Other Personnel Costs	3,068	228.97	2,125.60	0.00	942.40	69.28
Other Expenses						
10-411-2000 Other Medical Expense	150	0.00	0.00	0.00	150.00	0.00
10-411-2002 Education & Training	1,000	0.00	148.00	0.00	852.00	14.80
10-411-2014 W.Comp Insurance	72	0.00	0.00	0.00	72.00	0.00
10-411-2102 Telephone/Internet	1,200	93.38	842.07	0.00	357.93	70.17
10-411-2104 Gas & Oil	800	70.01	607.90	0.00	192.10	75.99
10-411-2106 Publicity,Subscriptions&Due	500	0.00	220.00	0.00	280.00	44.00
10-411-2202 Vehicle Repair&Maintenance	1,000	0.00	127.86	0.00	872.14	12.79
10-411-2210 Contractual Services	43,455	3,168.95	36,073.45	0.00	7,381.55	83.01
10-411-2212 Contractual-Plan Review	0	2,097.83	7,056.93	0.00	(7,056.93)	0.00
10-411-2300 Operating Supplies	750	0.00	242.98	0.00	507.02	32.40
10-411-2302 Office Supplies	1,000	324.58	814.69	0.00	185.31	81.47
10-411-2310 Miscellaneous/Sundry	500	0.00	15.55	0.00	484.45	3.11
10-411-2312 Minor Equipment	275	0.00	250.85	0.00	24.15	91.22
10-411-2316 Postage	750	0.00	200.00	0.00	550.00	26.67
10-411-2324 Clothing & Uniforms	0	0.00	106.95	0.00	(106.95)	0.00
TOTAL Other Expenses	51,452	5,754.75	46,707.23	0.00	4,744.77	90.78
TOTAL Building/Codes	87,362	8,468.52	71,976.62	0.00	15,385.38	82.39

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

10 -General Fund
DEPARTMENT - Municipal Court

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
10-412-1100 Salaries - Court Clerk	34,445	2,649.60	25,126.40	0.00	9,318.60	72.95
10-412-1101 Overtime - Court Clerk	100	0.00	0.00	0.00	100.00	0.00
10-412-1108 Longevity Pay	600	0.00	600.00	0.00	0.00	100.00
TOTAL Salaries	35,145	2,649.60	25,726.40	0.00	9,418.60	73.20
Other Personnel Costs						
10-412-1200 SS & Medicare	2,689	202.70	1,968.11	0.00	720.89	73.19
10-412-1300 Employee Health Insurance	7,850	616.36	5,547.24	0.00	2,302.76	70.67
10-412-1400 Retirement	0	0.00	15.88	0.00	(15.88)	0.00
10-412-1500 Unemployment Insurance	42	0.00	0.00	0.00	42.00	0.00
TOTAL Other Personnel Costs	10,581	819.06	7,531.23	0.00	3,049.77	71.18
Other Expenses						
10-412-2002 Education & Training	500	0.00	0.00	0.00	500.00	0.00
10-412-2014 W.Comp Insurance	75	0.00	0.00	0.00	75.00	0.00
10-412-2106 Publicity,Subscriptions&Due	100	100.00	100.00	0.00	0.00	100.00
10-412-2210 Contractual Services	3,000	280.00	3,739.51	0.00	(739.51)	124.65
10-412-2300 Operating Supplies	500	0.00	107.00	0.00	393.00	21.40
10-412-2302 Office Supplies	500	0.00	209.60	0.00	290.40	41.92
10-412-2310 Miscellaneous/Sundry	3,500	332.25	3,965.39	0.00	(465.39)	113.30
10-412-2312 Minor Equipment-Court	0	0.00	1,630.30	0.00	(1,630.30)	0.00
10-412-4014 City Judge	6,000	500.00	4,250.00	0.00	1,750.00	70.83
TOTAL Other Expenses	14,175	1,212.25	14,001.80	0.00	173.20	98.78
TOTAL Municipal Court	59,901	4,680.91	47,259.43	0.00	12,641.57	78.90

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

10 -General Fund
DEPARTMENT - Police Dept % OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
10-421-1100 Salaries - Dispatch/Records	33,160	2,470.40	23,427.20	0.00	9,732.80	70.65
10-421-1105 Salaries - Police	656,063	49,599.10	461,864.00	0.00	194,199.00	70.40
10-421-1106 Overtime - Police	17,000	1,157.09	20,052.11	0.00	(3,052.11)	117.95
10-421-1107 O.T. GHSO Grant/Traffic Enf	5,000	0.00	1,246.86	0.00	3,753.14	24.94
10-421-1108 Longevity Pay	5,650	0.00	5,550.00	0.00	100.00	98.23
TOTAL Salaries	716,873	53,226.59	512,140.17	0.00	204,732.83	71.44
Other Personnel Costs						
10-421-1200 SS & Medicare	54,840	3,794.27	36,656.86	0.00	18,183.14	66.84
10-421-1300 Employee Health Insurance	166,663	11,609.12	109,551.30	0.00	57,111.70	65.73
10-421-1400 Retirement	0	0.00	309.63	0.00	(309.63)	0.00
10-421-1500 Unemployment Insurance	1,240	0.00	74.59	0.00	1,165.41	6.02
TOTAL Other Personnel Costs	222,743	15,403.39	146,592.38	0.00	76,150.62	65.81
Other Expenses						
10-421-2000 Other Medical Expense	1,200	55.00	1,310.00	0.00	(110.00)	109.17
10-421-2002 Education & Training	16,600	1,311.00	9,145.36	0.00	7,454.64	55.09
10-421-2014 W.Comp Insurance	41,160	0.00	1,164.00	0.00	39,996.00	2.83
10-421-2100 Utilities	600	41.37	495.98	0.00	104.02	82.66
10-421-2102 Telephone & jetpacks	10,034	757.65	6,998.76	0.00	3,035.24	69.75
10-421-2104 Gas, Oil, Diesel Fuel	40,000	2,444.21	22,039.81	0.00	17,960.19	55.10
10-421-2106 Publicity,Subscripts & Dues	1,000	(100.00)	906.91	0.00	93.09	90.69
10-421-2200 Repair & Maintenance	0	0.00	6.50	0.00	(6.50)	0.00
10-421-2202 Vehicle Repair&Maintenance	25,000	3,672.68	26,413.96	0.00	(1,413.96)	105.66
10-421-2204 Equip Repair & Maintenance	4,000	0.00	150.31	0.00	3,849.69	3.76
10-421-2210 Contractual Services	12,300	691.20	11,495.25	0.00	804.75	93.46
10-421-2212 SCECC Contractual Svc	190,000	0.00	32,515.35	0.00	157,484.65	17.11
10-421-2300 Operating Supplies	7,000	50.00	2,700.46	0.00	4,299.54	38.58
10-421-2302 Office Supplies	2,000	283.99	1,588.12	0.00	411.88	79.41
10-421-2310 Miscellaneous/Sundry	500	0.00	286.13	0.00	213.87	57.23
10-421-2312 Minor Equipment-Police	7,300	25.49	1,537.31	0.00	5,762.69	21.06
10-421-2316 Postage	100	96.23	96.23	0.00	3.77	96.23
10-421-2324 Clothing & Uniforms	12,000	1,161.90	6,619.03	0.00	5,380.97	55.16
10-421-2332 Meals & Entertainment	0	0.00	167.26	0.00	(167.26)	0.00
10-421-4002 Vehicle Towing Service	3,000	315.00	1,298.00	0.00	1,702.00	43.27
10-421-6014 Machinery&Equipment-Police	108,817	0.00	102,192.00	0.00	6,625.00	93.91
TOTAL Other Expenses	482,611	10,805.72	229,126.73	0.00	253,484.27	47.48
TOTAL Police Dept	1,422,227	79,435.70	887,859.28	0.00	534,367.72	62.43

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

10 -General Fund
DEPARTMENT - Fire Dept

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
10-422-1100 Salaries - Fire Department	98,394	7,316.84	69,251.45	0.00	29,142.55	70.38
10-422-1105 Volunteer Pay	35,000	0.00	9,822.00	0.00	25,178.00	28.06
10-422-1108 Longevity Pay	900	0.00	900.00	0.00	0.00	100.00
TOTAL Salaries	134,294	7,316.84	79,973.45	0.00	54,320.55	59.55
Other Personnel Costs						
10-422-1200 SS & Medicare	10,273	532.23	5,857.07	0.00	4,415.93	57.01
10-422-1300 Employee Health Insurance	19,000	1,511.35	13,602.15	0.00	5,397.85	71.59
10-422-1400 Retirement	0	0.00	43.74	0.00	(43.74)	0.00
10-422-1500 Unemployment Insurance	84	0.00	0.00	0.00	84.00	0.00
TOTAL Other Personnel Costs	29,357	2,043.58	19,502.96	0.00	9,854.04	66.43
Other Expenses						
10-422-2000 Other Medical Expense	0	0.00	50.00	0.00	(50.00)	0.00
10-422-2002 Education & Training	5,000	72.00	1,485.01	0.00	3,514.99	29.70
10-422-2014 W.Comp Insurance	7,072	0.00	84.00	0.00	6,988.00	1.19
10-422-2100 Utility Services	7,500	1,195.07	4,548.39	0.00	2,951.61	60.65
10-422-2102 Telephone & aircards	2,400	159.24	1,436.23	0.00	963.77	59.84
10-422-2104 Gas, Oil, Diesel Fuel	6,000	260.65	3,106.83	0.00	2,893.17	51.78
10-422-2106 Publicity,Subscripts & Dues	2,500	0.00	1,695.00	0.00	805.00	67.80
10-422-2200 Repair & Maintenance	0	0.00	289.00	0.00	(289.00)	0.00
10-422-2202 Vehicle Repair&Maintenance	15,000	0.00	9,074.95	0.00	5,925.05	60.50
10-422-2204 Equip. Repair & Maintenance	5,000	375.00	670.00	0.00	4,330.00	13.40
10-422-2206 Bldg Repair & Maint - Sta 2	2,000	3,125.98	3,754.40	0.00	(1,754.40)	187.72
10-422-2210 Contractual Services	18,632	170.55	11,657.96	0.00	6,974.04	62.57
10-422-2300 Operating Supplies	7,000	75.02	1,672.47	0.00	5,327.53	23.89
10-422-2302 Office Supplies	1,000	29.99	226.68	0.00	773.32	22.67
10-422-2310 Miscellaneous/Sundry	1,000	0.00	16.50	0.00	983.50	1.65
10-422-2312 Minor Equipment-Fire	6,072	0.00	73,464.76	0.00	(67,392.76)	1,209.89
10-422-2314 Minor Equp-Turnout Gear	15,000	0.00	0.00	0.00	15,000.00	0.00
10-422-2316 Postage	100	0.00	0.00	0.00	100.00	0.00
10-422-2324 Clothing & Uniforms	4,000	919.95	2,019.62	0.00	1,980.38	50.49
10-422-2332 Meals & Entertainment	300	18.20	158.21	0.00	141.79	52.74
10-422-4026 Promotional/Fire Prevention	1,000	0.00	831.50	0.00	168.50	83.15
10-422-6004 Debt Svc-Fire Engine	44,600	770.98	42,287.56	0.00	2,312.44	94.82
10-422-6014 Machinery & Equipment-Fire	173,910	22,155.00	22,155.00	0.00	151,755.00	12.74
TOTAL Other Expenses	325,086	29,327.63	180,684.07	0.00	144,401.93	55.58
TOTAL Fire Dept	488,737	38,688.05	280,160.48	0.00	208,576.52	57.32

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

10 -General Fund
DEPARTMENT - Development Services % OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
10-440-1100 Salaries - Development Svcs	68,000	2,437.50	25,838.89	0.00	42,161.11	38.00
10-440-1108 Longevity Pay	150	0.00	0.00	0.00	150.00	0.00
TOTAL Salaries	68,150	2,437.50	25,838.89	0.00	42,311.11	37.91
Other Personnel Costs						
10-440-1200 SS & Medicare	5,213	186.47	1,909.84	0.00	3,303.16	36.64
10-440-1300 Employee Health Insurance	10,800	0.00	2,523.75	0.00	8,276.25	23.37
10-440-1400 Retirement	0	0.00	10.43	0.00	(10.43)	0.00
10-440-1500 Unemployment Ins.	28	0.00	0.00	0.00	28.00	0.00
TOTAL Other Personnel Costs	16,041	186.47	4,444.02	0.00	11,596.98	27.70
Other Expenses						
10-440-2000 Other Medical Expense	0	0.00	87.00	0.00	(87.00)	0.00
10-440-2002 Education & Training	2,000	0.00	0.00	0.00	2,000.00	0.00
10-440-2010 P&Z (& Recording Fees)	1,000	0.00	17.00	0.00	983.00	1.70
10-440-2014 W.Comp Insurance	151	0.00	0.00	0.00	151.00	0.00
10-440-2102 Telephone/Internet	684	51.36	478.21	0.00	205.79	69.91
10-440-2104 Gas & Oil	1,000	0.00	254.35	0.00	745.65	25.44
10-440-2106 Publicity,Subscriptions&Due	1,000	0.00	560.00	0.00	440.00	56.00
10-440-2202 Vehicle Repair&Maintenance	1,000	0.00	152.36	0.00	847.64	15.24
10-440-2204 Equipment Repair & Maint	500	0.00	0.00	0.00	500.00	0.00
10-440-2210 Contractual Services	2,327	2,018.95	12,631.60	0.00	(10,304.60)	542.83
10-440-2300 Operating Supplies	200	8.49	159.96	0.00	40.04	79.98
10-440-2302 Office Supplies	500	0.00	260.33	0.00	239.67	52.07
10-440-2312 Minor Equipment	1,000	0.00	1,066.90	0.00	(66.90)	106.69
10-440-2324 Clothing & Uniforms	300	0.00	0.00	0.00	300.00	0.00
10-440-2332 Meals & Entertainment	300	0.00	0.00	0.00	300.00	0.00
10-440-4000 Professional Services	5,000	0.00	593.20	0.00	4,406.80	11.86
10-440-4014 Legal Services	2,000	0.00	0.00	0.00	2,000.00	0.00
TOTAL Other Expenses	18,962	2,078.80	16,260.91	0.00	2,701.09	85.76
TOTAL Development Services	103,153	4,702.77	46,543.82	0.00	56,609.18	45.12

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

10 -General Fund
DEPARTMENT - Community Ctr/Parks % OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
10-444-1100 Salaries - Parks	70,871	2,720.00	31,788.50	0.00	39,082.50	44.85
10-444-1101 Overtime - Parks	1,000	0.00	0.00	0.00	1,000.00	0.00
10-444-1108 Longevity Pay	1,300	0.00	800.00	0.00	500.00	61.54
TOTAL Salaries	73,171	2,720.00	32,588.50	0.00	40,582.50	44.54
Other Personnel Costs						
10-444-1200 SS & Medicare	5,598	204.04	2,428.89	0.00	3,169.11	43.39
10-444-1300 Employee Health Insurance	18,600	616.36	6,397.69	0.00	12,202.31	34.40
10-444-1400 Retirement	0	0.00	8.67	0.00	(8.67)	0.00
10-444-1500 Unemployment Ins.	84	0.00	0.00	0.00	84.00	0.00
TOTAL Other Personnel Costs	24,282	820.40	8,835.25	0.00	15,446.75	36.39
Other Expenses						
10-444-2014 W.Comp Insurance	1,886	0.00	0.00	0.00	1,886.00	0.00
10-444-2100 Utilities	15,000	1,368.20	10,711.86	0.00	4,288.14	71.41
10-444-2102 Telephone&Internet	2,700	0.00	1,550.73	0.00	1,149.27	57.43
10-444-2104 Gas & Oil	200	0.00	0.00	0.00	200.00	0.00
10-444-2106 Publicity, Subscriptions,Du	205	0.00	0.00	0.00	205.00	0.00
10-444-2204 Equip Repair&Maintenance	1,500	0.00	0.00	0.00	1,500.00	0.00
10-444-2206 Bldg Repair & Maintenance	10,000	82.66	6,825.02	0.00	3,174.98	68.25
10-444-2207 Parks Property Maintenance	21,000	3,215.50	5,096.39	0.00	15,903.61	24.27
10-444-2210 Contractual Services	9,227	347.50	18,509.45	0.00	(9,282.45)	200.60
10-444-2300 Operating Supplies	2,000	101.86	1,709.16	0.00	290.84	85.46
10-444-2302 Office Supplies	500	0.00	178.08	0.00	321.92	35.62
10-444-2310 Miscellaneous/Sundry	1,000	88.90	461.41	0.00	538.59	46.14
10-444-2312 Minor Equipment-C.Center	1,000	582.45	2,919.67	0.00	(1,919.67)	291.97
10-444-2322 Interest Exp - CCtr Loan	12,000	515.35	6,167.12	0.00	5,832.88	51.39
10-444-2332 Meals & Entertainment	0	0.00	53.96	0.00	(53.96)	0.00
10-444-3000 Special Events	11,000	0.00	1,018.51	0.00	9,981.49	9.26
10-444-6000 Building Imp's-C.Ctr	4,000	0.00	4,900.00	0.00	(900.00)	122.50
10-444-6004 Debt Svc-Comm.Ctr Loan Pmt	134,000	11,188.91	99,447.88	0.00	34,552.12	74.21
10-444-6018 Park Dev/Playgrounds&Imp's	60,000	0.00	0.00	0.00	60,000.00	0.00
TOTAL Other Expenses	287,218	17,491.33	159,549.24	0.00	127,668.76	55.55
TOTAL Community Ctr/Parks	384,671	21,031.73	200,972.99	0.00	183,698.01	52.25
TOTAL EXPENDITURES	6,431,602	398,192.44	2,726,733.91	0.00	3,704,868.09	42.40
REVENUE OVER/(UNDER) EXPENDITURES	0	(166,680.98)	2,862,613.00	0.00	(2,862,613.00)	0.00

BALANCE SHEET
AS OF: MARCH 31ST, 2020
20 -Sewer Fund

		BALANCE
ASSETS		
Current Assets		
Checking/Savings		
1000	Sewer Fund - Farmers Bank	521,017.11
1001	Phase II Sewer - Farmers Bk	588,209.82
1005	Sewer Fund MM-Farmers Bk	346,855.47
Total Checking/Savings		1,456,082.40
Current Assets		
1100	Cash Reserves - State of TN	24.00
1110	Cash on Hand-Petty Cash	300.00
1200	Accounts Receivable	100,491.31
1201	Allowance For Uncollectible	(165,444.76)
1202	A/R - KVS Bad Debt	45,432.44
1203	A/R - Incode Bad Debt	119,225.29
1204	UNAPPLIED CREDITS	(6,820.88)
1220	A/R - Other	78,322.44
1260	Postage Dep (Utility Billing)	1,830.40
1300	Inventory Asset	31,835.74
Total Current Assets		205,195.98
Total Current Assets		1,661,278.38
Other Assets		
Fixed Assets		
1400	Land - City Hall	47,268.00
1401	Buildings	134,211.59
1402	Furniture & Equipment	264,285.72
1403	Vehicles	239,895.71
1406	Sewer Collection System	8,813,194.88
1407	Construction in Progress	463,577.13
1450	Net Pension Asset	32,793.00
1455	Deferred Outflows for Pension	5,974.69
1499	Accumulated Depreciation	(4,530,814.21)
Total Fixed Assets		5,470,386.51
Transfers		
1610	Due To / From General Fund	(23,883.13)
1640	Due To / From Solid Waste Fund	(117,064.07)
1660	Due To / From Stormwater Fund	(39,349.79)
Total Transfers		(180,296.99)
Total Other Assets		5,290,089.52
TOTAL ASSETS		6,951,367.90

BALANCE SHEET
AS OF: MARCH 31ST, 2020
20 -Sewer Fund

		BALANCE
LIABILITIES & EQUITY		
Current Liabilities		
Current Liabilities		
2001	A/P - Other	52.23
2030	REFUNDS PAYABLE	20.87
2101	Accrued Wages Payable	2,197.21
2108	Accrued SS & Medicare	168.09
2109	Accrued Compensated Absences	4,692.45
2250	Deferred Inflows for Pension	12,255.00
Total Current Liabilities		19,385.85
Total Current Liabilities		19,385.85
Long Term Liabilities		
Long Term Liabilities		
2460	SRF Loan Payable-LT	135,949.00
Total Long Term Liabilities		135,949.00
Total Long Term Liabilities		135,949.00
TOTAL LIABILITIES		155,334.85
Equity		
2700	Retained Earnings	185,613.37
2710	Fund Balance/Net Assets	969,115.93
2713	Net Assets/Capital & Debt	5,225,785.44
Net Income		415,518.31
Total Equity		6,796,033.05
TOTAL LIABILITIES & EQUITY		6,951,367.90

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

20 -Sewer Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Sewer Revenue						
20-3000 Operating Revenue-Sewer	1,040,000	89,797.98	877,038.44	0.00	162,961.56	84.33
20-3001 Tap Fees	20,000	1,525.00	7,625.00	0.00	12,375.00	38.13
TOTAL Sewer Revenue	1,060,000	91,322.98	884,663.44	0.00	175,336.56	83.46
Other Revenue						
20-3400 Sewer Fees/Insp,Permits,etc	1,500	225.00	1,825.00	0.00	(325.00)	121.67
20-3501 Interest Income	3,200	312.52	2,597.32	0.00	602.68	81.17
20-3503 Sewer Tank/Pump Pkgs	0	0.00	15,000.00	0.00	(15,000.00)	0.00
20-3504 Miscellaneous Income	30,000	1,715.00	25,181.79	0.00	4,818.21	83.94
TOTAL Other Revenue	34,700	2,252.52	44,604.11	0.00	(9,904.11)	128.54
Transfers						
20-3701 From Fund Balance-Sewer Fund	132,938	0.00	0.00	0.00	132,938.00	0.00
TOTAL Transfers	132,938	0.00	0.00	0.00	132,938.00	0.00
TOTAL REVENUE	1,227,638	93,575.50	929,267.55	0.00	298,370.45	75.70

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

20 -Sewer Fund
DEPARTMENT - Sewer

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
20-522-1100 Salaries - Sewer	108,168	5,412.82	52,856.76	0.00	55,311.24	48.87
20-522-1101 Overtime - Sewer	6,000	207.00	4,394.57	0.00	1,605.43	73.24
20-522-1108 Longevity Pay	3,300	0.00	1,500.00	0.00	1,800.00	45.45
TOTAL Salaries	117,468	5,619.82	58,751.33	0.00	58,716.67	50.01
Other Personnel Costs						
20-522-1200 SS & Medicare	8,986	426.69	4,469.06	0.00	4,516.94	49.73
20-522-1300 Employee Health Insurance	35,000	1,232.72	9,861.76	0.00	25,138.24	28.18
20-522-1400 Retirement	0	0.00	67.98	0.00	(67.98)	0.00
20-522-1500 Unemployment Insurance	210	0.00	3.32	0.00	206.68	1.58
TOTAL Other Personnel Costs	44,196	1,659.41	14,402.12	0.00	29,793.88	32.59
Other Expenses						
20-522-2000 Other Medical Expense	0	90.50	577.00	0.00	(577.00)	0.00
20-522-2002 Education & Training	2,300	0.00	0.00	0.00	2,300.00	0.00
20-522-2014 Worker's Comp Insurance	5,063	0.00	(1,379.00)	0.00	6,442.00	27.24-
20-522-2016 Liability & Property Ins.	13,000	0.00	0.00	0.00	13,000.00	0.00
20-522-2100 Utilities	14,000	1,109.24	9,060.82	0.00	4,939.18	64.72
20-522-2102 Telephone	1,100	91.20	823.83	0.00	276.17	74.89
20-522-2104 Gas, Oil, Diesel Fuel	8,000	405.12	3,470.17	0.00	4,529.83	43.38
20-522-2106 Publicity,Subscripts & Dues	2,800	100.00	3,029.45	0.00	(229.45)	108.19
20-522-2200 System Rep&Maintenance	17,000	0.00	7,912.08	0.00	9,087.92	46.54
20-522-2202 Vehicle Repair&Maintenance	7,000	140.38	2,597.41	0.00	4,402.59	37.11
20-522-2204 Equip. Repair & Maintenance	5,600	92.85	216.82	0.00	5,383.18	3.87
20-522-2206 Bldg Repair & Maintenance	0	116.56	168.84	0.00	(168.84)	0.00
20-522-2210 Contractual Services	18,232	325.98	11,697.20	0.00	6,534.80	64.16
20-522-2300 Operating Supplies	20,000	1,276.52	16,240.45	0.00	3,759.55	81.20
20-522-2302 Office Supplies	1,000	29.99	966.97	0.00	33.03	96.70
20-522-2310 Miscellaneous/Sundry	7,500	689.44	7,303.31	0.00	196.69	97.38
20-522-2312 Minor Equipment-Sewer	2,808	0.00	687.99	0.00	2,120.01	24.50
20-522-2316 Postage	500	0.00	200.00	0.00	300.00	40.00
20-522-2324 Clothing & Uniforms	2,000	0.00	863.23	0.00	1,136.77	43.16
20-522-2706 Payments In Lieu Of Taxes	29,200	0.00	0.00	0.00	29,200.00	0.00
20-522-2708 Depreciation	246,000	0.00	0.00	0.00	246,000.00	0.00
20-522-4000 Professional Services	2,500	0.00	0.00	0.00	2,500.00	0.00
20-522-4004 Sewage Transport-G'ville	130,000	14,644.60	95,050.04	0.00	34,949.96	73.12
20-522-4006 Sewage Treatment-Metro	301,000	36,693.54	204,408.20	0.00	96,591.80	67.91
20-522-4008 WHUD Readings	11,400	950.50	6,712.50	0.00	4,687.50	58.88
20-522-4010 Pretreatment (Odor Control)	25,000	0.00	9,010.00	0.00	15,990.00	36.04
20-522-4016 Accounting & Auditing	4,500	0.00	0.00	0.00	4,500.00	0.00
20-522-5006 Debt Svc-State Rev Loan	23,971	41.90	377.10	0.00	23,593.90	1.57
20-522-6002 Syst Upgrade-Ph1/Investigat	7,500	0.00	1,607.00	0.00	5,893.00	21.43
20-522-6006 Pumps (System r&m)	70,000	10,165.36	58,994.38	0.00	11,005.62	84.28
20-522-6014 Machinery&Equipment-Swr	87,000	0.00	0.00	0.00	87,000.00	0.00
TOTAL Other Expenses	1,065,974	66,963.68	440,595.79	0.00	625,378.21	41.33
TOTAL Sewer	1,227,638	74,242.91	513,749.24	0.00	713,888.76	41.85

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

20 -Sewer Fund
DEPARTMENT - Sewer

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TOTAL EXPENDITURES	1,227,638	74,242.91	513,749.24	0.00	713,888.76	41.85
REVENUE OVER/(UNDER) EXPENDITURES	0	19,332.59	415,518.31	0.00	(415,518.31)	0.00

BALANCE SHEET
AS OF: MARCH 31ST, 2020
30 -Street Fund

	BALANCE
ASSETS	
Current Assets	
Checking/Savings	
1000 State Street Aid Fund-Farmers	232,707.13
1002 Road Maint.Fund-Farmers Bank	25,544.20
Total Checking/Savings	258,251.33
Current Assets	
1220 A/R - Other	19,467.03
1300 Inventory	2,629.94
Total Current Assets	22,096.97
Total Current Assets	280,348.30
Other Assets	
Fixed Assets	
Transfers	
1610 Due To / From General Fund	104,589.07
Total Transfers	104,589.07
Total Other Assets	104,589.07
TOTAL ASSETS	384,937.37
LIABILITIES & EQUITY	
Current Liabilities	
Current Liabilities	
Long Term Liabilities	
Equity	
2700 Retained Earnings	(263,854.85)
2720 Fund Balance-Nonspendable	2,629.94
2740 Fund Balance-Committed	564,284.84
Net Income	81,877.44
Total Equity	384,937.37
TOTAL LIABILITIES & EQUITY	384,937.37

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

30 -Street Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Street Revenue						
30-3030 State Gas-Motor Fuel Tax	247,940	9,513.77	93,217.63	0.00	154,722.37	37.60
30-3032 State Gas 1989 Tax	0	1,566.79	14,898.16	0.00	(14,898.16)	0.00
30-3034 State Gas 3 Cent Tax	0	2,903.16	27,605.26	0.00	(27,605.26)	0.00
30-3036 State Gas 2017 Improve Tax	0	4,745.58	44,519.15	0.00	(44,519.15)	0.00
30-3100 Road Maintenance Fees	7,000	150.00	2,351.60	0.00	4,648.40	33.59
30-3501 Interest Earned	450	46.71	361.93	0.00	88.07	80.43
30-3505 Insurance Proceeds	0	75.50	75.50	0.00	(75.50)	0.00
30-3600 Grant Proceeds	87,000	0.00	6,048.00	0.00	80,952.00	6.95
TOTAL Street Revenue	342,390	19,001.51	189,077.23	0.00	153,312.77	55.22
Transfers						
30-3711 From Fund Balance-Street Fund	153,880	0.00	0.00	0.00	153,880.00	0.00
TOTAL Transfers	153,880	0.00	0.00	0.00	153,880.00	0.00
TOTAL REVENUE	496,270	19,001.51	189,077.23	0.00	307,192.77	38.10

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

30 -Street Fund
DEPARTMENT - Street

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
30-431-1101 Overtime - Street	0	0.00	388.26	0.00	(388.26)	0.00
TOTAL Salaries	0	0.00	388.26	0.00	(388.26)	0.00
Other Personnel Costs						
30-431-1200 SS & Medicare	0	0.00	29.08	0.00	(29.08)	0.00
30-431-1400 Retirement	0	0.00	1.22	0.00	(1.22)	0.00
TOTAL Other Personnel Costs	0	0.00	30.30	0.00	(30.30)	0.00
Other Expenses						
30-431-2016 Liability & Property Ins.	4,600	0.00	0.00	0.00	4,600.00	0.00
30-431-2104 Gas, Oil, Diesel Fuel	3,000	135.04	1,156.72	0.00	1,843.28	38.56
30-431-2110 Street Lighting	35,000	2,916.21	23,325.52	0.00	11,674.48	66.64
30-431-2204 Equip. Repair & Maintenance	7,500	68.82	361.52	0.00	7,138.48	4.82
30-431-2208 Street Repair & Maintenance	2,500	443.10	2,186.50	0.00	313.50	87.46
30-431-2210 Contractual Services	0	56.85	543.83	0.00	(543.83)	0.00
30-431-2300 Operating Supplies	500	0.00	74.94	0.00	425.06	14.99
30-431-2306 Salt Supplies	4,000	0.00	0.00	0.00	4,000.00	0.00
30-431-2308 Rock, Gravel & Sand	900	0.00	0.00	0.00	900.00	0.00
30-431-2310 Miscellaneous/Sundry	870	0.00	0.00	0.00	870.00	0.00
30-431-2312 Minor Equipment-Street	300	0.00	0.00	0.00	300.00	0.00
30-431-2318 Sign Parts & Supplies	5,000	370.45	4,223.15	0.00	776.85	84.46
30-431-4000 Professional Services	24,100	0.00	24,149.05	0.00	(49.05)	100.20
30-431-6020 Street Paving	300,000	0.00	0.00	0.00	300,000.00	0.00
30-431-6025 Streetscape Capital Proj.	108,000	6,480.00	50,760.00	0.00	57,240.00	47.00
TOTAL Other Expenses	496,270	10,470.47	106,781.23	0.00	389,488.77	21.52
TOTAL Street	496,270	10,470.47	107,199.79	0.00	389,070.21	21.60
TOTAL EXPENDITURES	496,270	10,470.47	107,199.79	0.00	389,070.21	21.60
REVENUE OVER/(UNDER) EXPENDITURES	0	8,531.04	81,877.44	0.00	(81,877.44)	0.00

BALANCE SHEET
AS OF: MARCH 31ST, 2020
40 -Solid Waste Fund

	BALANCE
ASSETS	
Current Assets	
Checking/Savings	
1000 Solid Waste Fund - Farmers Bk	306,554.92
Total Checking/Savings	306,554.92
Current Assets	
1200 Accounts Receivable	43,288.05
1201 Allowance for Bad Debt	(23,971.42)
1203 A/R - Incode Bad Debt	29,338.95
1300 Inventory	4,473.20
Total Current Assets	53,128.78
Total Current Assets	359,683.70
Other Assets	
Transfers	
1610 Due To / From General Fund	(32,188.55)
1620 Due To / From Sewer Fund	117,064.07
Total Transfers	84,875.52
Total Other Assets	84,875.52
TOTAL ASSETS	444,559.22
LIABILITIES & EQUITY	
Current Liabilities	
Current Liabilities	
2001 A/P - Other	49.51
2101 Accrued Wages Payable	2,794.96
2108 Accrued SS & Medicare	213.81
2200 Deferred Revenue	36,981.50
Total Current Liabilities	40,039.78
Total Current Liabilities	40,039.78
Long Term Liabilities	
TOTAL LIABILITIES	40,039.78

BALANCE SHEET
AS OF: MARCH 31ST, 2020
40 -Solid Waste Fund

		BALANCE
Equity		
2700	Retained Earnings	(109,032.76)
2720	Fund Balance-Nonspendable	4,473.20
2730	Fund Balance-Restricted	460,420.66
Net Income		48,658.34
Total Equity		404,519.44
TOTAL LIABILITIES & EQUITY		444,559.22

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

40 -Solid Waste Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
User Fees						
40-3000 User Fees	464,000	39,198.22	346,147.84	0.00	117,852.16	74.60
TOTAL User Fees	464,000	39,198.22	346,147.84	0.00	117,852.16	74.60
Other Revenue						
40-3500 Sale of Recyclables	3,000	0.00	481.50	0.00	2,518.50	16.05
40-3501 Interest Income	500	56.73	438.29	0.00	61.71	87.66
TOTAL Other Revenue	3,500	56.73	919.79	0.00	2,580.21	26.28
Transfers						
40-3711 From Fund Balance-SW Fund	59,213	0.00	0.00	0.00	59,213.00	0.00
TOTAL Transfers	59,213	0.00	0.00	0.00	59,213.00	0.00
TOTAL REVENUE	526,713	39,254.95	347,067.63	0.00	179,645.37	65.89

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

40 -Solid Waste Fund
DEPARTMENT - Solid Waste

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
40-432-1100 Salaries - Solid Waste	97,755	7,487.81	73,610.88	0.00	24,144.12	75.30
40-432-1101 Overtime - Solid Waste	1,500	0.00	0.00	0.00	1,500.00	0.00
40-432-1108 Longevity Pay	1,150	0.00	2,125.00	0.00	(975.00)	184.78
TOTAL Salaries	100,405	7,487.81	75,735.88	0.00	24,669.12	75.43
Other Personnel Costs						
40-432-1200 SS & Medicare	7,681	525.42	5,110.48	0.00	2,570.52	66.53
40-432-1300 Employee Health Insurance	30,000	2,359.92	21,820.81	0.00	8,179.19	72.74
40-432-1400 Retirement	0	0.00	43.74	0.00	(43.74)	0.00
40-432-1500 Unemployment Insurance	84	0.00	17.68	0.00	66.32	21.05
TOTAL Other Personnel Costs	37,765	2,885.34	26,992.71	0.00	10,772.29	71.48
Other Expenses						
40-432-2014 Worker's Comp. Insurance	5,976	0.00	182.00	0.00	5,794.00	3.05
40-432-2016 Liability & Property Ins.	7,000	0.00	0.00	0.00	7,000.00	0.00
40-432-2104 Gas, Oil, Diesel Fuel	6,000	203.58	1,800.39	0.00	4,199.61	30.01
40-432-2106 Publicity,Subscript's & Due	3,000	0.00	3,000.00	0.00	0.00	100.00
40-432-2202 Vehicle/Equipment r&m	7,000	3.98	2,959.81	0.00	4,040.19	42.28
40-432-2210 Contractual Services	10,510	56.85	6,560.23	0.00	3,949.77	62.42
40-432-2300 Operating Supplies	1,000	0.00	16.54	0.00	983.46	1.65
40-432-2302 Office Supplies	200	0.00	62.09	0.00	137.91	31.05
40-432-2310 Miscellaneous/Sundry	200	0.00	12.00	0.00	188.00	6.00
40-432-2312 Minor Equipment-S.Waste	0	0.00	99.99	0.00	(99.99)	0.00
40-432-2316 Postage	500	0.00	200.00	0.00	300.00	40.00
40-432-2324 Clothing & Uniforms	1,000	0.00	236.98	0.00	763.02	23.70
40-432-4002 Contractual Svc-Waste Ind.	267,157	22,500.73	177,744.91	0.00	89,412.09	66.53
40-432-4016 Accounting & Auditing	1,000	0.00	0.00	0.00	1,000.00	0.00
40-432-4026 Disposal Fees	18,000	207.57	2,805.76	0.00	15,194.24	15.59
40-432-6014 Machinery&Equipment-SW	60,000	0.00	0.00	0.00	60,000.00	0.00
TOTAL Other Expenses	388,543	22,972.71	195,680.70	0.00	192,862.30	50.36
TOTAL Solid Waste	526,713	33,345.86	298,409.29	0.00	228,303.71	56.66
TOTAL EXPENDITURES	526,713	33,345.86	298,409.29	0.00	228,303.71	56.66
REVENUE OVER/(UNDER) EXPENDITURES	0	5,909.09	48,658.34	0.00	(48,658.34)	0.00

BALANCE SHEET
AS OF: MARCH 31ST, 2020
50 -Drug Fund

	BALANCE
ASSETS	
Current Assets	
Checking/Savings	
1000 Drug Fund - Farmers Bank	38,191.07
1001 Drug Fund Escrow Acct-Farmers	48,703.52
Total Checking/Savings	86,894.59
Current Assets	
1110 Cash on Hand - Petty Cash	245.00
Total Current Assets	245.00
Total Current Assets	87,139.59
Other Assets	
Transfers	
1610 Due To / From General Fund	312.67
Total Transfers	312.67
Total Other Assets	312.67
TOTAL ASSETS	87,452.26
LIABILITIES & EQUITY	
Current Liabilities	
Current Liabilities	
2002 DF Escrow Pending Acct	48,703.52
Total Current Liabilities	48,703.52
Total Current Liabilities	48,703.52
Long Term Liabilities	
TOTAL LIABILITIES	48,703.52
Equity	
2700 Retained Earnings	(22,981.92)
2730 Fund Balance-Restricted	28,601.02
Net Income	33,129.64
Total Equity	38,748.74

BALANCE SHEET
AS OF: MARCH 31ST, 2020
50 -Drug Fund

	BALANCE
TOTAL LIABILITIES & EQUITY	87,452.26

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

50 -Drug Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Drug Fund Donations						
50-3101 Donations	0	2,000.00	4,500.00	0.00	(4,500.00)	0.00
TOTAL Drug Fund Donations	0	2,000.00	4,500.00	0.00	(4,500.00)	0.00
Drug Fines/Fees						
50-3200 Drug Fines	7,000	577.06	4,882.71	0.00	2,117.29	69.75
50-3222 Impound Storage Fees	7,000	0.00	5,535.00	0.00	1,465.00	79.07
TOTAL Drug Fines/Fees	14,000	577.06	10,417.71	0.00	3,582.29	74.41
Other Drug Revenue						
50-3501 Interest Income	80	6.70	40.61	0.00	39.39	50.76
50-3504 Miscellaneous Income	0	0.00	2,890.00	0.00	(2,890.00)	0.00
50-3505 Insurance Proceeds	18,190	0.00	18,790.18	0.00	(600.18)	103.30
50-3507 Seizure/Forfeit/Auction	10,000	0.00	618.45	0.00	9,381.55	6.18
TOTAL Other Drug Revenue	28,270	6.70	22,339.24	0.00	5,930.76	79.02
Transfers						
TOTAL REVENUE	42,270	2,583.76	37,256.95	0.00	5,013.05	88.14

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

50 -Drug Fund
DEPARTMENT - Drug

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Other Personnel Costs						
Other Expenses						
50-451-2312 Minor Equipment-Drug	40,230	0.00	633.82	0.00	39,596.18	1.58
50-451-2320 Bank Service Charge	40	0.00	40.00	0.00	0.00	100.00
50-451-2712 Other Drug Related Expenses	2,000	2,000.00	3,453.49	0.00	(1,453.49)	172.67
TOTAL Other Expenses	42,270	2,000.00	4,127.31	0.00	38,142.69	9.76
TOTAL Drug	42,270	2,000.00	4,127.31	0.00	38,142.69	9.76
TOTAL EXPENDITURES	42,270	2,000.00	4,127.31	0.00	38,142.69	9.76
REVENUE OVER/(UNDER) EXPENDITURES	0	583.76	33,129.64	0.00	(33,129.64)	0.00

BALANCE SHEET
AS OF: MARCH 31ST, 2020
60 -Stormwater Fund

	BALANCE
ASSETS	
Current Assets	
Checking/Savings	
1000 Stormwater Fund - Farmers Bk	99,328.51
Total Checking/Savings	99,328.51
Current Assets	
1200 Accounts Receivable	18,049.37
1203 A/R - Stormwater Bad Debt	237.17
1220 A/R - Other	11,208.00
Total Current Assets	29,494.54
Total Current Assets	128,823.05
Other Assets	
Transfers	
1610 Due To / From General Fund	(12,291.27)
1620 Due To / From Sewer Fund	39,349.79
Total Transfers	27,058.52
Total Other Assets	27,058.52
TOTAL ASSETS	155,881.57
LIABILITIES & EQUITY	
Current Liabilities	
Current Liabilities	
2001 A/P - Other	22.83
2101 Accrued Wages Payable	1,320.48
2108 Accrued SS & Medicare	101.02
Total Current Liabilities	1,444.33
Total Current Liabilities	1,444.33
Long Term Liabilities	
TOTAL LIABILITIES	1,444.33

BALANCE SHEET
AS OF: MARCH 31ST, 2020
60 -Stormwater Fund

	BALANCE
Equity	
2700 Retained Earnings	177,748.83
Net Income	(23,311.59)
Total Equity	154,437.24
TOTAL LIABILITIES & EQUITY	155,881.57

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

60 -Stormwater Fund

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Stormwater Revenue						
60-3000 Stormwater Fees	155,000	13,029.83	117,735.82	0.00	37,264.18	75.96
TOTAL Stormwater Revenue	155,000	13,029.83	117,735.82	0.00	37,264.18	75.96
Other Revenue						
60-3200 Stormwater Fines	0	0.00	300.00	0.00	(300.00)	0.00
60-3400 Stormwater Permits/Fees	2,500	100.00	600.00	0.00	1,900.00	24.00
60-3501 Interest Income	180	20.21	163.24	0.00	16.76	90.69
60-3504 Miscellaneous Income	500	0.00	0.00	0.00	500.00	0.00
TOTAL Other Revenue	3,180	120.21	1,063.24	0.00	2,116.76	33.44
Transfers						
60-3711 From Fund Balance-StWr	17,313	0.00	0.00	0.00	17,313.00	0.00
TOTAL Transfers	17,313	0.00	0.00	0.00	17,313.00	0.00
TOTAL REVENUE	175,493	13,150.04	118,799.06	0.00	56,693.94	67.69

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2020

60 -Stormwater Fund
DEPARTMENT - Stormwater Fund

% OF YEAR COMPLETED: 75.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
60-461-1100 Salaries - Stormwater	63,228	3,574.51	25,399.62	0.00	37,828.38	40.17
60-461-1101 Overtime-Stormwater	500	0.00	96.75	0.00	403.25	19.35
60-461-1108 Longevity Pay	0	0.00	825.00	0.00	(825.00)	0.00
TOTAL Salaries	63,728	3,574.51	26,321.37	0.00	37,406.63	41.30
Other Personnel Costs						
60-461-1200 SS & Medicare	4,837	273.05	2,006.31	0.00	2,830.69	41.48
60-461-1300 Employee Health Insurance	14,000	0.00	0.00	0.00	14,000.00	0.00
60-461-1400 Retirement	0	0.00	29.00	0.00	(29.00)	0.00
60-461-1500 Unemployment Ins.	28	0.00	6.72	0.00	21.28	24.00
TOTAL Other Personnel Costs	18,865	273.05	2,042.03	0.00	16,822.97	10.82
Other Expenses						
60-461-2000 Other Medical Expense	0	0.00	142.00	0.00	(142.00)	0.00
60-461-2002 Education & Training	1,000	250.00	250.00	0.00	750.00	25.00
60-461-2014 Work Comp Insurance	112	0.00	0.00	0.00	112.00	0.00
60-461-2102 Telephone/Internet	0	51.36	148.66	0.00	(148.66)	0.00
60-461-2104 Gas & Oil	1,000	46.10	95.84	0.00	904.16	9.58
60-461-2106 Publicity,Subscripts&Dues	3,800	500.00	3,985.00	0.00	(185.00)	104.87
60-461-2202 Vehicle Repair&Maintenance	1,000	140.00	140.00	0.00	860.00	14.00
60-461-2210 Contractual Services	3,200	16,236.96	51,948.28	0.00	(48,748.28)	1,623.38
60-461-2300 Operating Supplies	500	0.00	158.91	0.00	341.09	31.78
60-461-2302 Office Supplies	500	0.00	215.11	0.00	284.89	43.02
60-461-2310 Miscellaneous/Sundry	500	0.00	62.94	0.00	437.06	12.59
60-461-2312 Minor Equipmemt	1,000	0.00	0.00	0.00	1,000.00	0.00
60-461-2324 Clothing & Uniforms	500	0.00	162.91	0.00	337.09	32.58
60-461-4000 Professional Services	20,000	0.00	3,600.00	0.00	16,400.00	18.00
60-461-4016 Accounting & Auditing	1,000	0.00	0.00	0.00	1,000.00	0.00
60-461-4028 Stream Watch/Cleanup	500	0.00	0.00	0.00	500.00	0.00
60-461-6000 System Imp's/Repair	6,000	0.00	549.00	0.00	5,451.00	9.15
60-461-6014 Machinery&Equipment-Stwtr	52,288	0.00	52,288.60	0.00	(0.60)	100.00
TOTAL Other Expenses	92,900	17,224.42	113,747.25	0.00	(20,847.25)	122.44
TOTAL Stormwater Fund	175,493	21,071.98	142,110.65	0.00	33,382.35	80.98
TOTAL EXPENDITURES	175,493	21,071.98	142,110.65	0.00	33,382.35	80.98
REVENUE OVER/(UNDER) EXPENDITURES	0	(7,921.94)	(23,311.59)	0.00	23,311.59	0.00