

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Agenda
September 18, 2008
7:00 p.m.

1. Call to Order by the Mayor
2. Prayer/Pledge
3. Roll Call
4. Adoption of the Agenda
5. Approval of Minutes of August 21, 2008 Meeting
6. Welcome Visitors
7. Public Hearings
 - A. **Ordinance 08-19** – An ordinance to amend White House Municipal Code Title 12, Chapters 1-12, Building, Utility, Etc Codes: adopting the latest edition of the International Building Codes. **Second Reading.**
 - B. **Ordinance 08-20** – An ordinance amending Article V of the Zoning Ordinance for the addition of the C-6 Town Center Zoning District. **Second Reading.**
 - C. **Ordinance 08-21** – An ordinance amending the fiscal budget for the period ending June 30, 2008. **Second Reading.**
8. Communications from Mayor, Aldermen and City Administrator
9. Acknowledge Reports
 - A. General Government
 - B. Police
 - C. Fire
 - D. Public Works
 - E. Wastewater
 - F. Planning and Codes
 - G. Parks
 - H. Library
 - I. Engineering
 - J. Court Clerk
 - K. Monthly Financial Summary
10. New Business
 - A. Consideration of the following ordinances:
 1. **Ordinance 08-19** – An ordinance to amend White House Municipal Code Title 12, Chapters 1-12, Building, Utility, Etc Codes: adopting the latest edition of the International Building Codes. **Second Reading.**
 2. **Ordinance 08-20** – An ordinance amending Article V of the Zoning Ordinance for the addition of the C-6 Town Center Zoning District. **Second Reading.**

3. **Ordinance 08-21** – An ordinance amending the fiscal budget for the period ending June 30, 2008. **Second Reading.**

C. Finance

1. Board approval to surplus a 1993 Ford F-150 from the Parks and Recreation department with VIN1FTDF15Y5PNA08662 for sale on GovDeals.com.
2. Board approval to proceed with Task Order 08-01 of the Wastewater Discharge Alternatives Evaluation.
3. Board approval of continuation of the “Contract to Audit Accounts” with Work & Greer, PC.
4. Board approval of an agreement with Neal-Schaffer, Inc. for the 2008-09 Hwy 76 Sidewalk Project.

D. Other Business

1. Board approval of street acceptance for Indian Ridge, Phase 10.

11. Adjournment

CITY OF WHITE HOUSE
MINUTES
Board of Mayor and Aldermen Agenda
August 21, 2008
7:00 p.m.

1. **Call to Order by the Mayor**
Mayor Decker called the meeting to order at 7:00 pm.
2. **Prayer/Pledge**
Prayer and Pledge to the American Flag by Alderman Bracey.
3. **Roll Call**
Ald. Arnold – Present; Ald. Bibb – Present; Ald. Bracey – Present; Ald. Leftwich – Present, Mayor Decker – Present. **Quorum Present.**
4. **Adoption of the Agenda**
Motion was made by Ald. Arnold second by Ald. Leftwich to adopt the agenda. **Agenda adopted.**
5. **Approval of Minutes of July 17, 2008 Meeting**
Motion was made by Ald. Leftwich, second by Ald. Bracey, to approve the minutes as written. **Minutes approved.**
6. **Welcome Visitors**
7. **Public Hearings**
 - A. **Resolution 08-13** - A resolution adopting a plan of service for the property on SR 76 and Pinson Lane, Robertson County Tax Map 106, Parcel 11.01 (65.58 acres) for the construction of Robertson County High School. **No one spoke for or against.**
 - B. **Ordinance 08-17** – An ordinance amending the Municipal Code Title 2, Chapter 1 Leisure Services, Section 2-105. **Second Reading. No one spoke for or against.**
 - C. **Ordinance 08-18** – An ordinance to annex certain territories and incorporate the same within the corporate boundaries of the City of White House. The property is approximately 65.58 acres located on Hwy 76. **Second Reading. No one spoke for or against.**
 - D. **2003-2008 Plan of Services Review** – The State of Tennessee, under Public Chapter 1101 requires an annual review of the plan of services until the services have been provided. **No one spoke for or against.**
8. **Communications from Mayor, Aldermen and City Administrator**

- Alderman Bibb spoke about the LPRF grant. He thanked the Leisure Services Board and praised Parks Director, Ashley Smith for all of his hard work in applying for the grant. The grant will be presented on September 4th at the Nashville Public Library. The grant will help to fund a 1.7 million dollar renovation of the baseball fields including, laser grading, new lighting, new fencing and new dug-outs. Ald. Bibb also remarked that the Jr. Pro concession stand is coming along well.
- Ald. Leftwich stated that he was impressed with the progress of the new Fire Station and the fact that the department will be able to host state training due to the state of the art facility.
- Mayor Decker commented on the newest addition to the City Staff, an IT position.
- Ms. Carrier stated that she will be attending the ICSC conference in Atlanta, GA, October 5th – 6th. She will be attending with Sumner County in an attempt to gain recognition work together as a county with respect to economic development. She also reminded the board of the Robertson County Growth Committee Meeting in Springfield on Tuesday, August 26th. Ms. Carrier also stated that she will be attending the TVA Transmission Project meeting along with State Senator Diane Black to present the Interchange Study on August 28th from 3pm to 7pm at the United Methodist Church. Ms. Carrier reminded the board about Public Safety Day and the Bike Parade which will be held at the City Park on September 1st from 9am until 3pm. She also informed the board about a job well done by the fire department. Richard Hutcherson, complimented the fire department for finding his wife's ipod under the fire truck at a call and personally returning it to him.
- The Mayor proclaimed September 17th – 23rd Constitution Week, as requested by the Daughters of the American Revolution.

9. Acknowledge Reports

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

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

10. New Business

A. Consideration of the following resolutions:

1. **Resolution 08-13**– A resolution adopting a plan of service for the property on SR 76 and Pinson Lane, Robertson County Tax Map 106, Parcel 11.01 (65.58 acres) for the construction of Robertson County High School. Motion was made by Ald. Arnold, second by Ald. Bracey, to approve. A voice vote was called for with all members voting aye. **Resolution 08-13 approved.**
2. **Resolution 08-14** – A resolution amending the schedule of fees for Hillcrest Municipal Cemetery. Motion was made by Ald. Bibb, second by Ald. Bracey, to approve. A voice vote was called for with all members voting aye. **Resolution 08-14 approved.**

B. Consideration of the following ordinances:

1. **Ordinance 08-17** – An ordinance amending the Municipal Code Title 2, Chapter 1 Leisure Services, Section 2-105. **Second Reading.** Motion was made by Ald. Bibb, second by Ald. Arnold, to approve. Roll call: Ald. Arnold – aye; Ald. Bibb – aye; Ald. Bracey – aye; Ald. Leftwich - aye; Mayor Decker – aye. **Ordinance 08-17 approved on second and final reading.**
2. **Ordinance 08-18** – An ordinance to annex certain territories and incorporate the same within the corporate boundaries of the City of White House. The property is approximately 65.58 acres located on Hwy 76. **Second Reading.** Motion was made by Ald. Bracey, second by Ald. Leftwich, to approve. Roll call: Ald. Arnold – aye; Ald. Bibb – aye; Ald. Bracey – aye; Ald. Leftwich - aye; Mayor Decker – aye. **Ordinance 08-18 approved on second and final reading.**
3. **Ordinance 08-19** – An ordinance to amend White House Municipal Code Title 12, Chapters 1-12, Building, Utility, Etc Codes: adopting the latest edition of the International Building Codes. **First Reading.** Motion was made by Ald. Bibb, second by Ald. Leftwich to approve. A voice vote was called for with all members voting aye. **Ordinance 08-19 was approved on first reading.**
4. **Ordinance 08-20** – An ordinance amending Article V of the Zoning Ordinance for the addition of the C-6 Town Center Zoning District. **First Reading.** Motion was made by Ald. Arnold, second by Ald. Leftwich to approve. A voice vote was called for with all members voting aye. **Ordinance 08-20 was approved on first reading.**
5. **Ordinance 08-21** – An ordinance amending the fiscal budget for the period ending June 30, 2008. **First Reading.** Motion was made by Ald. Bibb, second by Ald. Bracey to approve. A voice vote was called for with all members voting aye. **Ordinance 08-21 was approved on first reading.**

C. Finance

1. Board approval to surplus a 1997 Ford F150, VIN 1FTDF1727VKD67238 on the asset list for the Parks and Recreation Department. Motion was made by Ald. Bibb, second by Ald Bracey to approve. A voice vote was called for with all members voting aye. **1997 Ford F150 from the Parks and Recreation Department was surplus.**
2. Board approval to surplus a 2001 Isuzu NPRHD with 6yd. Heil Body for the Public Works Department, as well as a 1968 Allis Chalmers Generator, Model 250-2500; Serial 25-02431. Motion was made by Ald. Bibb, second by Ald Bracey to approve. A voice vote was called for with all members voting aye. **1968 Allis Chalmers Generator and 2001 Izuzu NPRHD with 6yd. Heil Body suplused for the Public Works Department.**
3. Board approval to purchase a 2008 Chevy Impala for \$17,965 for use by the

Administration, Finance and HR Departments from Carl Black Chevrolet of Nashville. Motion was made by Ald. Arnold, second by Ald Bibb to approve. A voice vote was called for with all members voting aye. **Purchase of 2008 Chevy Impala was approved.**

11. Adjournment

Motion by to adjourn by Ald. Bibb at 7:42 pm.

John Decker, Mayor

ATTEST:

Christie M. Odenwald, City Recorder

REPORTS . . .

**City of White House
General Government Department
Monthly Report of August 2008**

Administration

The City Administrator attended the Senior Executive Institute Alumni class in Charlottesville, Va. This session is always rejuvenating and gets the class ready and excited to come back to work. Discussions and classes included: Meaningful Conversations on Our Evolving Roles, HPO at Work in Prince William County and New Orleans, Performance Measurement the HPO Way, and Leading at the Public Square. The City Recorder attended the Municipal Management Academy: Communicating, Coaching and Counseling. The City Administrator also attended the Workers Compensation Training held by Tennessee Municipal League.

The City Administrator attended several meetings this month including the 1st quarterly meeting with NAA to review our self-funded insurance. This was a preliminary meeting for staff to review and become familiar with the quarterly reports, so staff can evaluate the City's condition at the next quarter. Since this was our first quarter there was no other information to compare at this point. Diane Black was the speaker for the Chamber of Commerce Luncheon. She discussed the issues of the legislature and budget concerns of this past year. The Middle Tennessee City Managers met at Davy Crockett State Park. The managers discussed the adopted legislation that requires city finance directors to have so many hours of training per year. The Mayor, City Administrator, and Planning Director attended the TVA open session at the United Methodist Church. The City presented the proposed interchange to the TVA officials for consideration. They were not aware of the proposed plans. The City Administrator met with Freda Herndon, Director of the Robertson County YMCA. YMCA will begin their capital fundraising campaign very soon.

The Planning Director and City Administrator attended the Tri-County Study Update in Springfield. The MPO is provided a long term comprehensive study for the counties of Robertson, Sumner, and Wilson. Following this session staff attended the Robertson County Growth Coordinating Committee. Many questions were posed concerning utilities and plans for annexation. The City Administrator and Planning Director were able to answer all questions satisfactorily.

Staff met this month to review questions posed for the Developers Summit. Alderman Arnold requested that staff provide any improvements that developers need to make in submitting projects for planning commission. Staff attempted to make a full list. Four improvements were provided and announced at the meeting. Staff will receive comments for their own improvement at a later time from developers.

Matt Davenport Productions had its grand opening this month. This is a great addition to White House. This business is located on Pleasant Grove Rd.

**City of White House
Finance Department
Monthly Report of August 2008**

Finance Section

During August the Tax Clerk and Finance Director spoke with the State of TN Division of Property Assessments concerning the numbering sequence for the tax cards. Both the Sumner and Robertson County cards use the same numbering sequence, and this has been a roadblock in streamlining the receipting process for property taxes. We requested that the numbering sequence for one of the counties be altered so that our software could accommodate both counties in one directory. The Division of Property Assessment declined our request and cited programming difficulties as the reason. We are not the only city with this difficulty, and several other split county municipalities are also customers of Local Government Corporation using the same software platform that we use. We have spoken with representatives from Local Government Corporation and they agree that they might mediate a conversation with the technical staff at the State to facilitate this change for next year. The Finance Director plans to make a formal written request to Local Government Corporation's, Development Department to address this issue.

Finance Staff focused on completing work papers, and pulling the requested information for auditors to use during the fieldwork phase of the audit. So far there have been in excess of 40 requests for information from the auditors in addition to 51 schedules to be completed by the Finance Staff. The fieldwork phase of the audit should begin in late September.

The Finance Director attended a meeting with the City Administrator, Human Resources Director, and staff from North America Administrators to review the first quarter of activity in the City's partially self funded insurance program. The Finance Director also attended the first installment of the current round of Municipal Management Academy, which focused on Communicating, Coaching, and Counseling, as well as attending training provided by the Tennessee Municipal League regarding Worker's Compensation Reporting.

There was not significant enough activity to warrant a draw on the Series Z-5-C Bonds during August. The total drawn on requisition through the end of August remains at \$1,834,383.42.

The Purchasing Coordinator spent more time in August learning about how to report from the Fixed Asset software module that was installed late last year. A number of the auditor requests and required schedules involve information from this system. In addition to the work on the Fixed Asset System and related audit work, and the continued effort to furnish and equip the new fire station, the Purchasing Coordinator quoted out paper products that are used widely throughout different City departments. Previously each department was buying paper products including paper towels and toilet paper from

various suppliers at their own discretion. The competitive quoting process yielded much better prices than the individual departments had been getting on these items. While we cannot yet project an annual savings for the City, two examples of savings are as follows: brown paper roll towels were being purchased by some departments for \$49.95 per case and were quoted out at a price of \$24.15 per case for a savings of \$25.80 per case; center pull towels were being purchased by some departments for \$38.95 per case and the newly quoted price is \$25.50 per case for a savings of \$13.45 per case.

The Cashier/Receptionist has continued on a good training path during the month of August and has spent time shadowing the Court Clerk activities. She and the Tax Clerk have performed additional follow up work related to the review of SITUS codes, and we have already been notified by the State of several SITUS codes that will be changed in our favor. Additionally she followed up on mailings to delinquent business tax licensees that were returned in the mail, and located alternate addresses so that we may pursue those delinquent accounts. She has assisted with several of the information requests from the auditors that required research into the records storage area at City Hall.

Purchase Orders – August 2008

Codes	10	\$3,219.11
Fire	16	\$21,012.96
Police	37	\$6,573.10
Human Resources	5	\$661.04
Engineering	6	\$500,364.25
Administration	5	\$21,485.47
Finance	7	\$1,851.40
Court	1	\$77.04
Library	8	\$1,597.95
Wastewater	28	\$12,402.26
Public Works	17	\$7,060.58
Sanitation	14	\$4,371.30
Parks	44	\$32,308.07
Cemetery	0	\$0.00
Building Maint.	1	\$199.68
Total	199	\$613,183.53
Voids	8	

Emergency Purchase Orders in August 2008

<u>Number</u>	<u>Vendor</u>	<u>Items</u>	<u>Amount</u>	<u>Nature of Emergency</u>	<u>Department</u>
11985E	Eltec	Programmable Timeclock	\$315.00	Failure of Lights in School Zone	Engineering

Monthly Performance Indicators

	<u>August</u>	<u>FY</u>
Requests for Information - Admin	5	11
Requests for Information – Finance	2	4
Total New Business Licenses Issued	10	16
Purchase Orders Issued	199	390
Total Invoices Processed	333	632

August 08 Monthly Report

Human Resources:

- Continued communication with third party administration of new partially self-funded health plan
- Assisted Police Department in orienting new Police Officers (Anglin, Alred, Cannella, Parks, Sams)
- Assisted Police Department in interviewing and transitioning promotional candidates (Sergeant.: Enck; Corporals: Carney, Ghee and Segerson)
- Assisted Wastewater recruitment for Wastewater Tech I
- Conducted online Drug Free workplace training for supervisors
- Assisted Parks Dept in placement of Recreation Attendant (Mark Puckett)
- Assisted Parks Dept in search for Seasonal Parks Maintenance Worker
- Assisted Fire Dept with interviews, testing and placement of new Firefighters (Mike King, Jason Campbell, Cary Pettit, Ryan Stone, Mike Bogle and Brad Williams)
- Assisted Codes Dept with placement of new IT Specialist Position (Lonnie Goode)
- Assisted departments with worker compensation and safety needs
- Facilitated annual Municipal Management Academy training
- Scheduled and facilitated worker’s comp training for supervisors
- Assisted departments with disciplinary issues
- Conducted exit interviews for outgoing employees
- Continued file auditing for compliance

City of White House Police Department Monthly Report for August 2008

Summary of Month's Activities

During the month of August, the Police Department issued 218 Citations (114 speeding), and made 56 arrests. The department answered eighty (80) 911 calls.

Update on Department's Goals and Objectives

- Reserve Officer Policy was revised. The revisions meet changes in recent new state legislation. Changes were also made in duties based on the officer's level of training. More advanced officers, after one year of voluntary service, will be assigned to solo patrol parks and the Greenway, in addition to being able to ride along with other officers.
- Records Management System is still on hold, waiting for vendors to submit proposals.

Departmental Highlights

- Chief Herman participated in the Ice Cream Scooping Contest at Travis Trice Park in Springfield sponsored by the Robertson County Senior Center. The Scooping contest was held on Saturday, August 9th.
- Chief Herman and Elaine Agee, Records Clerk, attended a FAT POT demo at the Brentwood Police Department. FAT POT is a Homeland Security Software that is used to link CAD systems of other adjoining counties in the area. Sumner county is a participating county for this software.
- Chief Herman attended the Sumner County Drug Task Force meeting on August 20th, at the Sumner County Sheriff's Office.
- Chief Herman was the guest speaker at the August 21st, Rotary Club meeting at City Hall. At the meeting, Chief Herman introduced Captain Jeff Mingledorff and Sgt. Jim Ring. Each one told of their specific duties at the White House Police Department.
- Chief Herman attended the Sumner County Child Advocacy Center (Ashley's Place) meeting on August 22nd.
- Chief Herman attended the Crime Prevention Coalition meeting on August 27th in Nashville.
- Wal-mart donated \$360.00 for bicycles for Public Safety Day.

Training

- Ofc. Joel Brisson attended the Standardized Child Passenger Safety Training at the Gallatin Police Department.
- Chief Herman and all Supervisors attended the MMA Training on Communicating, Coaching and Counseling on August 15th at the Police Department Training Room.
- Sgt. Eric Enck attended Taser Instructor Training at the Hendersonville Police Department.
- Chief Herman and Sgt. Jim Ring attended POST Rules Workshop training at the Murfreesboro Police Department on August 28th.
- Chief Herman and all Supervisors attended the Workers Compensation Seminar held on August 29th at the City hall Auditorium.

Monthly Performance Indicators

PATROL	August	To Date
Total Arrests	56	426
Offense Reports	71	452
Traffic Accidents	20	208
Accidents w/Injuries	19	105
DUI Arrest	4	37
Animal Calls	45	336
Drug Arrests	19	162
Motor Assist	18	148
Business Checks	1,208	12,043
Extra Patrols	393	2,654
Residential Patrols	842	7,632
Assaults	13	93
Property Watches	27	195

Dispatch	August	Year to Date
Calls for Service CADED	1,070	8,482
Non-CADED Calls	2,470	27,044
Total Calls for Service	3,540	35,526

City of White House Fire Department Monthly Report for August 2008

Summary of Month's Activities

The Department responded to 80 requests for service during the month with 45 responses being medical emergencies. One of the medical responses did require department personnel to use an AED and airway equipment.

On August 17th fire units responded to a vehicle fire at a local business, upon their arrival fire was visible in the engine compartment, a hand-line was used to extinguish the fire. The fire was contained to the engine compartment. There was not any other property damage or injuries reported with this incident.

Of the five responses to vehicle accidents with injuries three of the responses involved motorcycles. In all three incidents patients were transported to area hospitals with one of the transports being made by Vanderbilt's Lifeflight helicopter.

Fire Station 2 Update:

Work on the training tower has begun and the sidewalks around the building are being completed at this time. The work inside the building continues, the drywall work is completed and painting has begun. The replacement heating and cooling units are said to be delivered the week of September 15th this will allow the project to move to completion.

Update on the Department's Goals and Objectives

- Complete Ground Ladder testing by September 1st, 2008. **(This project is complete at this time)**
- Organize a Fire Corps Program by February 1st, 2008 **(This project is currently being worked on)**
- Update our Emergency Operations Plan to include changes in contact information and utilize the FIRE Corps Program to assist in the compiling of local resources to add to the EOP by November 30th, 2008
- Complete the annual apparatus fire pump testing by December 1st, 2008
- Complete our annual fire hose testing by October 30th, 2008
- Complete our annual fire hydrant service by September 1st, 2008 **(This project is complete at this time)**
- Organize a State Fire Academy Basic Firefighter course to be taught at station 2 by April 30th, 2009

Departmental Highlight

The highlight for the month of August would be the hiring of the six new career firefighter positions. The hiring process began on July 25th with the physical ability testing and then to the interview process and then to the written test. The process began with over thirty applicants applying for the six positions. The six new career firefighters are Jason Campbell, Ryan Stone, Mike King, Mike Bogle, Cary Petit, and Brad Williams all being EMTs.

Department Cost Saving Report

The cost savings for the month involves some contributions from the Wastewater Department. Early in the planning stages of the construction of the new fire station we were considering ways we could possibly save money and Mr. Crusenberry offered to install the extension of the force main at the new fire station site that resulted in a cost savings of approximately \$15,000.00.

Monthly Performance Indicators

Structure Fires	0	Total Responses for the Month	80
Cooking/Electrical Fires	0	Total Responses Year to Date	595
Vehicle Fires	1		
Grass, Brush, Trash, Fires	0	Total Training Man-hours for the Month	206.5
Hazmat	0	Total Training Man-hours Year to Date	2415
False Alarms/Calls	8		
Assist other Governmental Agency	1		
Other Calls	15	Fire Inspections	13
Emergency Medical Responses	45	Fire Preplans	10
Vehicle Accidents (general cleanup)	5	Plat / Plan Reviews	2
Rescue / Vehicle Accidents (with injuries)	5	Fire Investigations	0

**City of White House
Public Works
August 2008**

SUMMARY OF MONTH'S ACTIVITIES

VEHICLE AND EQUIPMENT MAINTENANCE

For the month of August, the Public Works sanitation trucks had repairs to be completed, but nothing to cause disruption in the daily schedule for citizens refuse collection. The mechanic, however, stayed quite busy working on routine maintenance for the Fire, Police, Public Works, Waste Water and Sanitation Departments.

SANITATION AND REFUSE

The Sanitation and Refuse department within Public Works continues to keep the City of White House citizens serviced with minimal complaints. Public Works has had several citizens bringing loads of brush, bagged clippings, bagged grass and leaves to Public Works for disposal. Citizens also took advantage of the recycle collection bin provided by the city, located at the White House Municipal Park. For the month of August the city recycled 26,680 pounds of mixed recyclables. We also recycled 150 gallons of oil that was brought in to the Public Works Facility by the citizens of White House for disposal. Our recycle trailer has been relocated to the lower parking lot at City Hall.

Monthly Performance Indicators

	Month	Totals	Revenue Received	Revenue year to date
Number of Customers Billed	3574	Net Amount Billed \$54,150.00	\$54,610.78	\$109,995.07

SANITATION

The sanitation and road crew continues to complete monthly brush removal schedules set forth by Supervisor Warren Garrett. The city has been broken down in to 4 areas and brush is collected once per month per area. (See website for a detailed list for each area)

FACILITIES MAINTENANCE

Facilities Maintenance employee, Ted Sikora continues to move around in departments repairing, replacing, painting, renovating and building as requested by department heads.

Department	Total Hours
Administration	24
Codes	15.50
Engineering	0
Fire	3
Parks	23
Police	7
Public Works	41
Library	11
Waste Water	0

NEW SERVICES

The Public Works Facility will continue to be a site for Sumner County mobile emissions testing. Dates have been established through December of 2008. The Public works department has begun using the newly purchased wood chipper and woodchips are now available to our citizens. For the month of August, we had a total of 48 citizens utilized the mobile emissions testing station located at the Public Works Facility.

AUGUST 2008 TRUCK TONNAGE AND FUEL COSTS

- 18.60 tons average per day 597,880 pounds for the month of August.
- Total tonnage on truck number 319 was 74.66
- Total tonnage on truck number 320 was 104.74
- Total tonnage on truck number 323 was 119.09
- Total tonnage for the month of August was 298.49
- Total cost of fuel used for truck # 319 \$460.70
- Total cost of fuel used for truck # 320 \$1,059.79
- Total cost of fuel used for truck # 323 \$1,431.95
- Total cost of fuel used for #324 \$587.20
- Total cost of fuel for August = \$3,539.64

YTD	Total
Tons per day	18.25
Pounds for 2 months	1,281.040
Tonnage Truck #319	129.63
Tonnage Truck #320	254.99
Tonnage Truck # 323	255.45
Tonnage for 2 months	640.07
Fuel used Truck #319	\$1,071.65
Fuel used Truck #320	\$2,853.37
Fuel used Truck # 323	\$2,930.35
Fuel used #324	\$967.49
Fuel used per month	\$7,822.86

AUGUST B.M.A. REPORT 2008		
MONTHLY INDICATORS		
STREETS AND ROADS/SANITATION/BUILDING MAINTENANCE		
<i>SERVICES PROVIDED</i>	<i>TOTAL</i>	<i>YTD</i>
BRUSH PICK UP	342 Stops	839 Stops
BRUSH TRUCK LOAD	55	146
EMERGENCY CALL OUTS	0	0
DAMAGED CARTS REPLACED	11	23
NEW CARTS FOR NEW HOME CONSTRUCTION	10	21
ADDITIONAL CART REQUEST	2	6
CONCRETE INSTALLED	0	0
CURBS REPAIRED	0	0
SHOULDERS REPAIRED	1,000 feet	4,538 feet
DRAINAGE REQUESTS	0	1
DRAINAGE WORK	0	250 feet
LITTER PICK UP (50 GALLON BAGS)	94 = 4 bags per day	166 = 7 bags per day
LITTER PICK UP PER DAY (MILES)	3.00 Miles Avg. per day	6 Miles Avg. per day
POTHoles REPAIRED	15	17
SALT	0	0
SIGNS INSTALLED	7	7
HANDICAPPED PICK UP	77 Homes	154 Houses
MOVE IN SPECIAL PICK UP	8	12
MOVE OUT SPECIAL PICK UP	2	4
DEAD ANIMAL REMOVALS	2	3
CITIZENS REQUESTING A PICK UP DUE TO FORGETTING TO PLACE CART AT CURB AFTER ROUTE HAS BEEN COMPLETED	15	17
<i>VEHICLE REPAIR/MAINTENANCE BY DEPARTMENT</i>	<i>TOTAL</i>	
ADMINISTRATION	0	1
CODES AND PLANNING	0	0
FACILITY MAINTENANCE	0	1
FIRE	1	1
PARKS AND LEISURE	0	2
POLICE	8	14
PUBLIC WORKS	6	11
SANITATION	4	8
WASTE WATER	5	5

*City of White House
Wastewater Department
Monthly Report for August 2008*

Summary of Month's Activities:

Collection system:

Over the past month we have retro fitted twenty-three hydromatic simplex and one duplex system to E-one and installed five new vacuum valves and controllers within the vacuum systems along with completing four yard repairs. The department has also provided inspections to five new sewer service connections. (Includes repeats due to failures)

Wastewater Treatment:

The plant continues to operate well below permit levels. The preventative maintenance program takes place daily. The bi-weekly maintenance continues to go as scheduled.

The omission of a mechanical screen at the head works continues to create operational problems due to the Return Activated Sludge Pumps becoming clogged daily. We are currently looking for cost effective solutions to remedy this situation until funding is possible for a complete overhaul of the headworks.

Development:

- **Cambria phases II:** Construction complete. Lacking as-built drawings. **No change**
- **Morgan Trace:** Construction Complete awaiting maintenance bond.
- **Heritage Estates (Tate Property):** Sewer design returned for corrections. **No change**
- **Brook Haven & Cope's Crossing:** Design of the sewer lift station and off-site improvements and draft of cost sharing agreement completed.
- **Sage Road Medical Complex:** Sewer design returned for corrections. **No change**
- **Bear Creek:** Plans corrected and returned for City approval, awaiting payment before approving. **No change**
- **Heritage High School:** Awaiting payment of administrative and plan review fees.

Goals and Objectives Progress:

- The demonstration of Mission Control's cellular based system has once again been delayed. As one set of problems are resolved new issues appear. Our goal is to have the system operational by the end of September.
- The design of the Cope's Crossing off-site improvements are complete with a projected cost of \$889,185.00. We've drafted an agreement for review which allocates cost sharing as follows:
 - Brinkley Development Corporation 21.13% = \$187,884.79
 - Goodall Inc. Builders 31.87% = 283,383.26
 - City of White House 47% = \$417,916.95

Departmental Highlight:

- Applications have been submitted to the State for the following employee's to take the certification exam this November:
 - Robert Allen: Grade III Wastewater Treatment

- Vince Fardello: Grade II Collections
- Joe Lemmons: Grade II Collections

Update on Summer Service:

The amount our residential customers saved from the automated adjustments for July service is \$32,922.08 or an average of \$9.69 per service connection. Summer service is two-thirds complete with the total savings thus far \$56,751.30 for an average savings of \$8.34 per service connection.

Monthly Performance Indicators

Service Provided	Month	Totals for 2008-2009	Amount Billed	Revenue Received	Revenue Totals 08-09
New service connections (Capacity fees)	3	9	\$3,900.00	\$3,900.00	\$12,500.00
Customers billed	3,749	N/A	Net amount billed \$172,340.04	*\$159,328.21	\$0
Applications or transfers for service	50	83	\$2,200.00	\$2,200.00	\$3,350.00
Late penalties applied	986	2,064	Amount Applied \$4,291.52		
Wastewater Adjustments	17	141	N/A	(\$1,103.92)	(\$5,982.61)
Administrative Fees	16	52	\$1,750.00	\$1,750.00	\$4,925.00
Service availability Requests	0	0	\$0	Included in Admin Fees	Included in Admin Fees
New service inspections (Connection fees)	3	9	\$450.00	\$450.00	\$1,350.00
Field inspection fee	0	0	\$0	Included in Admin Fees	Included in Admin Fees
Cut-offs for non-payment	22	59	\$800.00	Included in Admin Fees	Included in Admin Fees
Commitments for service	0	0	\$0	\$0	\$0
Bulk disposal	0	0	\$0	\$0	\$0
Mainline repairs	1	2		Months Total	Total
Service lines repaired	2	10			
All service requests	218	424			
Billing related service requests	93	162			
L.P. service requests	120	234			
Gravity service requests	0	0			
Vacuum service requests	5	9			
Major lift station repairs	0	4			
	Flow MGD	Plant Capacity			
Average Daily Flow (effluent)	.480	1.4 MGD			

* Revenue is from June service recorded in 2007-2008

**City of White House
Planning and Codes Department
August 2008 Monthly Report**

Summary of Month's Activities:

Staff completed inspections for new commercial buildings. Staff completed inspections for new Fire Hall including issues with geothermal line installation. Staff attended a communication training session with other city supervisors. Staff met with TDOT regarding proposed drive locations for commercial buildings. Staff attended White House Builders/Developer Summit.

Update on Department Objectives:

Comprehensive Land Use Plan Update Project:

The two public review meetings were held on August 18th and September 4th. Staff is working with consultant to prepare final draft of plan for review by Planning Commission at November Meeting. Staff is working on conservation and preservation component of plan.

Robertson County Growth Boundary Meeting:

The Robertson County Growth Coordinating Committee on August 26th held the first public hearing. The next hearing is scheduled for September 30th at 7 pm in Springfield. The next step in the process after the public hearings will be for the Coordinating Committee to review and make recommendation to the County Commission and all City Boards.

Department Highlight: State Electrical Inspector

The State of Tennessee Department of Commerce and Insurance regulates and administers the State Electrical Inspection Program. There are different inspections for the City of White House and the areas outside of Robertson County and Sumner County. The City's current state inspector is Mark Kirk. Mr. Kirk has an office in city hall behind the gym. The Planning/Codes Department issue permits for electrical inspectors in the area. Staff receives requests for information and questions about the permits and state inspectors. The City charges five dollars per permit to issue state permits. The larger cities in the state have staff electrical inspectors instead of State electrical inspectors. City staff has to coordinate with state inspector for projects requiring electrical inspections.

Department Cost Savings:

The Public Works Department is completing the Planning/Codes front office renovation project. The materials costs and labor costs will total \$ 1,200 to \$ 1,500. The City saved money by completing the project instead of hiring a contractor.

Monthly Performance Indicators: AUGUST 2008

	Month	FY 08-09	Total	Month	FY 08-09	Total
Meetings and Agenda Items						
<i>Planning Commission</i>	8	17				
<i>Board of Zoning Appeals</i>	1	3				
<i>Construction Appeals Board</i>	0	0				
<i>Training/Study Session</i>	1	1				
<i>Property Maint. Board</i>	0	0				
Permits						
<i>New Single Family Residential</i>	2	7				
<i>Other Residential</i>	10	31				
<i>New Commercial</i>	0	1				
Industrial Permits	0	0				
<i>Other Commercial/Industrial</i>	3	7				
<i>Permits Electrical</i>	52	114				
<i>Sign</i>	2	5				
<i>Occupancy Permits: Res/Comm</i>	28	61				
<i>Other</i>						
Inspections						
<i>Residential</i>				73		164
<i>Commercial</i>				54		102
Codes Enforcement Issues						
<i>Total Cases</i>				67		143
<i>Complaints Rec'd</i>				20		49
Scheduled Meetings				21		47

	Month	FY 08-09 Total
Permit Fees	\$ 2,057.00	\$ 9,877.00
Board and Review Fees	\$ 0	\$ 1,423.00
Impact Fees		
Roads	\$ 762.00	\$ 4,776.74
Parks	\$ 792.00	\$ 2,772.00
Police	\$ 564.00	\$ 2,553.33
Fire	\$ 372.00	\$ 1,684.93
Total Impact Fees	\$ 2,490.00	\$ 11,787.00

Builder Bonds

Total Amount	\$ 50,950.00
Deposits	\$ 0
Withdrawals	\$ 0

Subdivision and Commercial Performance Bonds 33 Bonds @ value of \$ 3,721,912

Working Days in Month: 21

**City of White House
Parks, Recreation, & Cultural Arts Department
Monthly Report August 2008**

Summary of Month's Activities

The football season officially began this month for the area schools. There were four games on the stadium field in the month of August, and 13 are scheduled for September. The Jr. Pro football teams are playing on the new field behind Field 5 at the City Park. Both fields have been fertilized twice this month to encourage vigorous growth and to enable the turf to withstand the inevitable wear and tear of numerous games. Spraying was done to eliminate some stray weeds.

The department performed finish grading to construct the berm around the recycle trailer at City Hall and installed the erosion blanket, sod, shrubbery, seed, and mulch. It is a real benefit to have the recycle trailer out of the Park.

Fall Baseball and Softball began in August. There are 172 boys and girls participating in four age divisions, with a total of 14 teams.

Registration for Men's Open League Softball was completed in August. The league is composed of ten teams and 144 registered players. Games will begin in September.

The White House Players began auditions for their October play, entitled, "Mr. C's Alley". Play practices will be held two nights per week during September.

Update on Department Goals and Objectives

Some incredible news was received in August! The City of White House was awarded \$425,000 by the State of Tennessee in the form of an LPRF grant which will be used to renovate 4 baseball and softball fields in the City Park. The coming year will be used to finalize architectural and engineering plans, and the demolition and new construction will start the following year.

Challenger Basketball concluded in August. Each team won and lost three games. The final game score was 52-30 which is significant because these were special needs kids. A banquet was provided for the Challenger participants and their families and more than 80 people attended. The Challenger Basketball Program was an overwhelming success.

Department Highlight

The new Jr. Pro football concession stand is coming along well, and it should be finished around the end of September. It will be a quality youth football facility when completed. Several positive remarks have been reported to the effect that it is one of the best facilities in the area. Parks employees dug the ditches and installed the new water line and conduit to the building, as it was the City's responsibility to provide service to the building.

Department Cost Savings Report

We swapped an engine from a Parks Dept truck to be sold into the truck that is driven by the Director. The old engine that was removed had 130,000 miles on it, and the replacement engine has approximately half the miles. This will hopefully allow the truck to last a couple more years before it has to be replaced completely, saving the City several thousand dollars this year. The cost to change out the engine was around \$1,000. The City mechanic, Jason Perry, performed the work and did a good job. Thanks to Jason.

Monthly Performance Indicators

Activity	August 2008	FY to Date
Maintenance Division		
Mowing Hours	305	583
Pounds of Grass Seed Sown	25	25
Pounds of Fertilizer Applied	350	2200
Number of Trees / Shrubs Planted	34	69
Recreation Division		
Number of Youth Program Participants	172	188
Youth Program Revenue	\$500.00	\$11,221.00
Number of Adult Program Participants	321	504
Adult Program Revenue	\$3,235.00	\$5,911.00
Number of Programs Offered	6	14
Number of Theatre Production Attendees	0	0
Theatre Production Revenue	\$0	\$0
Number of Special Events Offered	0	1
Number of Special Events Attendees	0	132
Special Event Revenue	\$0	\$1,400.00
Administration		
Miscellaneous Revenue	\$785.00	\$50,965.82
Number of Shelter Reservations	19	32
Shelter Reservation Revenue	\$331.00	\$1,140.00
Number of Facility Reservations	33	50
Facility Reservation Revenue	\$1,975.02	\$2,292.52
Senior Center		
Number of Senior Center Participants	249	469
Number of Senior Center Trips	4	8
Number of Senior Center Trip Participants	16	54
Senior Center Trip Revenue	\$3,792.00	\$3,792.00
Number of Senior Meals Served	4	8
Number of Senior Meal Participants	304	606
Senior Meal Revenue	\$865.50	\$1,719.50
Number of Senior Center Programs	5	5
Senior Center Program Revenue	\$0	\$0
Nutrition Donation Received	\$0	\$0
Donations	\$3.85	\$7.70

Library Monthly Report

August 2008

-Judy Speight, Director

Summary of August Activities

The TLC conversion is almost here, and we are still working almost daily with The Library Corporation to get everything ready. The staff and I wanted to clean up our catalog so that we could avoid as many problems as possible during the conversion. The cut-off date to edit or add marc records was August 22nd, and we all worked very hard and as fast as we could to get this done. I am very proud of our accomplishment. When we first started, I thought there was no way we would be able to do it. If this was a private business that I owned, I would have taken them all out to a fancy restaurant to celebrate!

A TLC installer will be here the week of September 22nd to download the software in all of the consortium libraries and test for any problems that may arise. They will return on September 29th to begin circulation training. The consortium libraries will need to be closed the 29th and 30th, then on Wednesday October 1, we will all re-open and go live. TLC technicians will be here to help with any problems. We will be closed again on Thursday and Friday when staff will attend Catalog Training and System Administration Training at the Hendersonville and Gallatin Public libraries. Saturday, the library will be open as usual. About a month later, TLC will return for the last time to give inventory training.

It turns out that August was the best time to put in the extra work needed to prepare for this transition, as it's usually the slowest month of the year. We usually take a break from children's programs and plan for the coming year. And we also usually do some weeding. But this year we were too busy adding 300+ newly purchased and donated materials before the catalog was frozen on the cut-off date. There will be a period of about 6 weeks that we cannot add, edit, or delete anything from the catalog. We received 1st Quarter State Funding for \$1,210.00 in new books that I ordered from Ingram. (In July, we received Interlibrary Loan re-imburement of \$411 from the state in new books.

The Friends of the Library book sale was busy, but I haven't heard yet how much money was brought in.

In last month's report, I told you that we had hired a new library assistant. Without Daniel's help, we wouldn't have been able to finish getting the catalog ready for the conversion, and we are so grateful that he was here to help us. But, I'm disappointed to report that he was with us for only two weeks. He was offered a teaching position in Korea and it was an offer he couldn't refuse. I encouraged him to take it.

So, because there were several other good candidates that had applied for the position, I went through the applications again, re-interviewed two and made another choice. The new assistant is Jennifer Cruse, a library patron and city resident. We think she will be an asset to the library and a good fit for the staff.

The State Technical Coordinator came to the library again this month. Our network router crashed, and she came immediately to install a new one that I was able to acquire right here in White House.

There was an In-service and library data training on the 12th. Sherry Tackett and I attended. I also had a Municipal Management class.

Departmental Highlight

The highlight for this month was the two weeks working together as a team to accomplish the incredible cleanup of our library catalog.

Department Cost Saving Report

We had two building maintenance issues this month. One of the turbo vents on the roof blew off. We didn't have to purchase a new one, because Ted Sikora was able to straighten out the dents and reattach it. Then the toilet in the men's restroom needed a new flushing mechanism, and Ted took care of that. Having Ted do most of the repairs and maintenance to the building saves the library a lot of money.

Performance Indicators for August 2008

Official Service Area Population: 12,667

Total Materials Available for Checkout: 23,493 (319 more than July, 2008)

<u>Library Circulation:</u>	4,824	<u>Computer Users:</u>	535
Last Month:	5,927	Last Month:	479
TOTAL FYTD:	10,751	TOTAL FYTD:	\$1,014
<i>Service Value of: 4,824 X \$25 = \$120,600</i>			
<u>Service Value FYTD:</u>	\$268,775	<u>Materials Purged:</u>	
<u>Materials Added:</u>		Local:	15
Local:	413	FYTD:	23
FYTD:	515	Regional	21
Regional	2	FYTD:	22
FYTD:	2	TOTAL:	45
TOTAL:	415	TOTAL FYTD:	54
TOTAL FYTD	517	<u>Materials Lost in Circulation:</u>	
<u>Children's Programs:</u>	0	Local:	2
FYTD:	5	FYTD:	4
Attendance:	0	Regional	0
TOTAL FYTD:	423	FYTD:	0
<u>Adult Programs:</u>	1	TOTAL:	4
FYTD:	2	TOTAL FYTD:	6
Attendance:	7	<u>New Memberships:</u>	
FYTD:	14	Adult:	46
<u>Interlibrary Loan Service:</u>		Juvenile:	31
Borrowed:	25	TOTAL:	77
FYTD:	53	TOTAL FYTD:	176
Loaned:	5	<u>Tutoring Sessions:</u>	0
TOTAL FYTD:	18	TOTAL FYTD:	0
<u>Tests Proctored:</u>	1	<u>TN Electronic Library Sessions:</u>	
TOTAL FYTD:	1	Inside Library Usage:	1
<u>Reference Transactions:</u>	200	FYTD:	1
Last Month:	200	Remote Usage:	26
TOTAL FYTD:	400	FYTD:	56
<u>Wireless Internet Usage:</u>	11	Total:	27
TOTAL FYTD:	21	TOTAL FYTD:	57
<u>Library Revenue:</u>	\$744.48	<u>R.E.A.D.S.</u> (Regional Ebooks	
Last Month:	673.10	& Audiobooks Downloads)	
TOTAL FYTD:	\$1,417.58	Ebooks	0
<u>Voter Registrations:</u>	7	Audiobooks	0
TOTAL FYTD:	7	TOTAL FYTD:	0
		<i>(Stats are reported quarterly.)</i>	

Engineering Department Monthly Report August 2008

Several meetings were held with the Consultant for the Hwy 76 Sidewalks Project. Negotiations concluded and are submitting their bid proposal at the September Board meeting. Engineering helped to resolve geothermal installation issues at the new Fire Hall and realigned the pick-up lanes for Woodall Elementary to get standing traffic off of Wilkinson Lane in the afternoon.

Monthly Performance Indicators:

Inspections:	<u>Sites</u>	<u>Subdivisions</u>	<u>Other</u>
Erosion & Sediment Control	4	6	2
Detention / Retention Pond	5	3	1
Storm Drainage	1	0	1
Proof-roll (sub-grade & stone)	0	0	
Binder	0	0	
Sidewalks	0	5	1
Asphalt topping	0	0	1
Performance Bond	4	1	
Maintenance Bond	0	0	
Existing roads for repair			4
Surveying			2

Citizen Complaints:	<u>Calls</u>	<u>Resolved</u>	<u>Outstanding</u>
Drainage	10	8	2
Sidewalk	0	0	0
Roadway	6	4	2
Signs & Signals	6	6	0

Projects:	<u>Estimated Cost</u>
Tyree / Palmers Intersection Improv.	\$200,000 / City, County, & State
Paving Contract	\$200,000 / City
Roadway Repair Contract	\$200,000 / City
Calista Road Drainage	\$200,000 / City
Hwy 76 Sidewalks	\$585,000 / State, Federal
Hampton Village Drainage	\$15,000 / City
Sidewalks and Ramps	\$10,000 / City

Purchases:	<u>Cost</u>
28.64 gallons of gas	\$ 103
References	\$ 0
Professional Fees	\$ 0
Seminar / Meeting Fees	\$ 0
Office & field supplies	\$ 345
Vehicle repairs	\$ 0

Engineering Department
Monthly Report
August 2008

Training seminars / conferences:

TDOT Mandatory training on Federally Funded Projects – TDOT Region 3 HQ
MTAS Municipal Management Academy Part 9 – WHPD
Comprehensive Plan Meeting – City Hall Board Room
Microstation V8 on-line training – City Hall engineering office
E-Communities Meeting – Robertson County Administration Building
Developer's Summit – City Hall Board Room
TMI mandatory meeting on Workers Comp – City Hall Auditorium

CITY COURT REPORT AUGUST 2008

CITATIONS:

TOTAL MONIES COLLECTED FOR THE MONTH \$8,094.75

TOTAL MONIES COLLECTED YTD \$17,900.25

STATE FINES:

TOTAL MONIES COLLECTED FOR MONTH \$1,557.47

TOTAL MONIES COLLECTED YTD \$4,328.69

TOTAL REVENUE FOR MONTH \$9,652.22

TOTAL REVENUE YTD \$22,228.94

DISBURSEMENTS

LITIGATION TAX \$326.15

TBI FEES \$0.00

DOS/DOH FINES & FEES \$513.00

RESTITUTION/REFUNDS \$0.00

TRANSFER OUT FROM FINES & COURTS \$0.00

WORTHLESS CHECKS \$65.00

ADM. FEE FOR STATE \$0.00

TOTAL DISBURSEMENTS FOR MONTH \$904.15

TOTAL DISBURSEMENTS YTD \$1,804.80

ADJUSTED REVENUE FOR MONTH \$8,748.07

TOTAL ADJUSTED REVENUE YTD \$20,424.14

DONATION TO DRUG FUND FOR MONTH \$832.31

TRANSFER TO DRUG FUND \$0.00

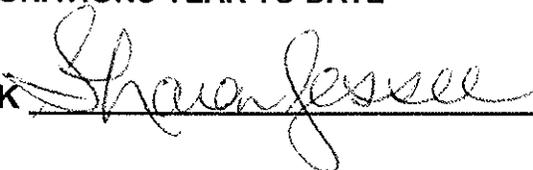
\$0.00

DONATIONS YEAR TO DATE \$2,202.21

DONATION TO CAMERA FUND FOR MONTH \$250.00

DONATIONS YEAR TO DATE \$250.00

CITY COURT CLERK



ORDINANCES . . .

ORIGINALS

MEMORANDUM

TO: White House Board of Mayor and Aldermen,
Angie Carrier, City Administrator

FROM: Addam McCormick, Planning/Codes Department

DATE: August 12, 2008

RE: 2006 International Code Adoption

Staff is requesting adoption of the 2006 International Building Codes. The City is currently under the 2003 International Building Codes. The 2006 codes are the latest edition published by the International Code Council (ICC). The proposed amendments to the codes include references to the State of TN adopted electrical codes instead of the International Electrical Codes.

Staff has discussed the current exemption to the International Building Code regarding fire sprinklers. The Building Code does not apply to one/two family dwellings and townhouses up to 3 stories with individual exits. These buildings are regulated under the 2003 Residential Code. The Building Code exemption permitted one-story multi-family buildings with no more than 4 units with fewer than 5,000 sq ft gross area to not be fire sprinkled. The Fire Department is concerned with multi-family buildings with more than 2 units be constructed without fire sprinklers. The Fire Department will also be submitting amendments to the local adopted sprinkler code regarding fire sprinklers and fire walls.

Staff is recommending an amendment to the Residential Code regarding insulation in crawl space walls. Insulation methods in crawl spaces include insulating the floor above the crawl space, insulating crawl space walls either by blow-on insulation or core filling blocks with foam insulation. All methods of insulation have pros and cons including condensation, termites, and condensing of insulation materials over time. Staff is concerned with code provisions that permit crawl space walls to be closed off and not vented to the outside. This design method includes requirements for heating/cooling crawl spaces or mechanically ventilating crawl spaces. Staff is concerned due to high humidity level of south east climate to require crawl spaces without ventilation in walls as the only alternative to insulating the floor (living space) above a crawl space. Staff is

recommending the code allow multiple methods to insulate crawl spaces and to allow builders and building owners to choose the best method due to pros and cons associated with different methods to insulate crawl space.

The intention of the closed crawl space wall insulation code provision is to prevent energy lost thru crawl spaces vents. The design intention is that if crawl space walls are insulated and a heating/air duct is ran to crawl space that the area under the floor has the same temperature as the living area. Temperature difference between crawl space and living spaces creates condensation on heating/air ducts. Staff is concerned that homeowners will be concerned with heating/cooling crawl spaces and close off ducts in the crawl space. Staff has experience with the effect of wood floor system in a crawl space without crawl space vents, heating/cooling ducts, or mechanical ventilation system. The City Hall Floor renovation project included the same issue and the floor system molded and rotted.

Staff has requested not to adopt the International Existing Building Code. The International Codes already contains provisions for existing buildings in the building, property maintenance, and utility codes. (fuel, mechanical, and plumbing codes) Except for minor building additions and renovations, professional design plans would include methods to handle structural and utilities issues associated with additions and renovations.

ORDINANCE 08-19

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE TO AMEND THE WHITE HOUSE MUNICIPAL CODE, TITLE 12 CHAPTERS 1-12, BUILDING, UTILITY, ETC CODES: ADOPTING THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODES:

Whereas, the City of White House has adopted and enforces a systematic program of building codes known as the International Building Code, and

Whereas, the various code-setting organizations have combined to form a single set of codes across the United States, and

Whereas most cities and other governing bodies are now adopting a standardized set of International Buildings Codes, as set out by the International Code Council.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of White House, Tennessee that the following sections of the White House Municipal Code are amended as follows to adopt the new International Codes:

CHAPTER 1

Section 12-101. "Building Code adopted," is amended to delete and replace the "International Building Code, 2003 with the **"International Building Code, 2006 Edition."**

Section 12-102 Modifications.

Delete item (1) the following section and replace with following:

Delete: ~~The recommended schedule of permit fees set forth in Appendix "B" of the building code shall be followed.~~

Replace: **Permit fees shall be determined by a fee schedule adopted by the Board of Mayor and Aldermen.**

"International Building Code" Delete item (2) and replace with following: Delete: ~~(2) International Building Code Section 903.2.7 Group R (Residential Uses) An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with Group R (Residential) area. [However, a type R-2 building not exceeding one story, with basements and/or garages below the main level being considered additional stories and not more than four units nor exceeding 5,000 gross square feet shall not be required to install an automatic fire sprinkler system.]~~

Replace:

2006 International Building Code, Chapter 27, Section 2701 General, Item 2701.1 Scope shall be amended:

2701.1 Scope. This chapter governs the electrical components, equipment, and systems in buildings and structures covered by this code. Electrical components, equipment and systems shall be designed and constructed in accordance with the provisions of the ICC ~~Electrical Code~~ **State of Tennessee's current adopted electrical code.**

CHAPTER 2

Section 12-201 "Plumbing Code adopted" is amended to delete and replace the International Plumbing Code, 2003 Edition with the **"International Plumbing Code, 2006 Edition."**

CHAPTER 4

Section 12-401. "Gas Code adopted" is amended to delete and replace the International Fuel Gas Code, 2003 edition" with the **"International Fuel Gas Code, 2006 edition."**

CHAPTER 5

Section 12-501. "Housing Code adopted" is amended to delete and replace the International Residential Code, 2003 edition" with the **"International Residential Code, 2006 edition." Including Appendix G, Swimming Pools, Spas, and Hot Tubs.**

Section 12-502 Modifications.

Add the followings sections:

(2) **The 2006 International Housing Code adoption does not include the following chapters. The electrical code shall be the State of Tennessee's current adopted electrical code.**

2006 International Housing Code, Part VIII Electrical, Chapter 33, General Requirements, Chapter 34 Electrical Definitions, Chapter 35 Services, Chapter 36 Branch Circuit and Feeder Requirements, Chapter 37 Wiring Methods, Chapter 38 Power and Lighting Distribution, Chapter 39 Devices and Luminaries, Chapter 40 Appliance Installation, Chapter 41 Swimming Pools, and Chapter 42 Remote-Control Signaling and Power-Limited Circuits.

(3) 2006 International Housing Code Part IV Energy Conservation, Chapter 11 Energy Efficiency, Section N1102.2.8 Crawl Space walls shall be amended as follows:

N1102.2.8 Crawl Space walls. As an alternative to insulating floors over crawl space, insulation of crawl space walls when the crawl space is *vented or not vented* ~~not-vented~~ to the outside ~~is~~ *are* permitted *alternatives*. (Remaining code sections to remain)

CHAPTER 6

Section 12-601 “Energy Conservation Code adopted.” is amended to delete and replace the International Energy Conservation Code, 2003 Edition” with the **International Energy Conservation Code, 2006 Edition.”**

CHAPTER 7

Section 12-701 “Property Maintenance Code Adopted, is amended to delete and replace the International Property Maintenance Code, 2003 Edition” with the **International Property Maintenance Code, 2006 Edition.”**

CHAPTER 8

Section 12-801 Existing Building Code adopted is amended to delete the International Existing Building Code, 2003 Edition.

CHAPTER 9

Section 12-901 “Mechanical Code adopted is amended to delete the International Mechanical Code, 2003 Edition with the **International Mechanical Code, 2006 Edition.”**

This ordinance shall become effective upon its final reading and adoption by the Board of Mayor and Aldermen, and publication, the public welfare requiring it.

First Reading: August 21, 2008 PASSED

Second Reading: September 18, 2008

John Decker, Mayor

ATTEST:

Christie M. Odenwald, City Recorder

MEMORANDUM

TO: White House Board of Mayor and Aldermen,
Angie Carrier, City Administrator

FROM: Addam McCormick, Planning/Codes Department

DATE: August 12, 2008

RE: C-6, Town Center Zoning District

The White House Regional Planning Commission on Monday July 14, 2008 recommended approval of the C-6, Zoning Center Zoning District ordinance. The Planning Commission discussed a minimum building height to ensure buildings meet the building design intentions for the town center redevelopment. The ordinance has been amended to include a minimum building height of 25ft.

The Planning Commission met in a study session on July 31, 2008 and discussed designating the area of the C-6 zoning district. A copy of the Planning Commission discussed area is attached. Staff is preparing a formal zoning map amendment ordinance and will submit to Aldermen for review and approval.

Staff Planning Commission Recommendation Letter:

Item#8	C-6, Town Center Zoning District Ordinance
Action:	Recommendation to Board of Mayor and Aldermen to amend the zoning ordinance to add new zoning classification.
Recommendation:	Approval
Staff Notes:	

The ordinance was set up to allow construction of an individual site at this time while matching design of future redevelopment plans. The front setback was amended to be consistent with commercial design standards. The buildings have to either at sidewalk/property line or no more than 7.5 feet back. The 7.5 feet area would only be for small courtyards or landscape features. Some uses like churches and schools were moved to require Board of Zoning Appeals special exception approval due to possible compatibility issues.

The ordinance was altered to including stipulations for drive thru lanes for convenience stores and banks. Any drive thru lanes, accessory car wash, buildings shall be located at rear of site and not be visible from roadway.

The only issue staff has remaining is the multi-family development section of the ordinance. Staff is concerned that existing maximum density of 14.5 units per acres would not provide enough residential density to create typical town center residential intensities. Staff proposes increasing the density to 20 units an acre in the town center area. Another issue came up with some existing and future small size lots. The 20 units per acre would be 1 unit per 2,178 sq ft of land area. There are exiting tracts that are less than 500-1,000 sq ft. If the City is proposing to construct rear alleyways then road frontage lots will be small 1,000-1,500 sq ft. In the case of the small lots, staff recommends that number of units be determined based on one residential unit per 750 sq ft of building area designated for multi-family uses. The building code will determine minimum unit size depending on number of bedroom.

The ordinance was set up to allow the Planning Commission the flexibility to alter lot size, unit size, and permitted uses based on proposed design of developments in area. Flexibility is crucial to create a viable town center development.

The next step will be to determine zoning map for town center district. The commercial design standards included an area as shown on enclosed map in yellow. During the comprehensive plan meetings, additional areas across Hwy 31W were discussed as shown on enclosed map in yellow. Jack Ting, Owner of Hollywood' Fun Center, has discussed including his property along Hwy in the town Center area. Since the new zoning district would be a significant change in zoning for existing properties zoned C-1, then the designated area needs to be discussed and possibly have a public review meeting for property owners. This meeting could be scheduled prior to July Planning Commission Meeting.

ORDINANCE 08-20

AN ORDINANCE AMENDING ARTICLE V OF THE ZONING ORDINANCE AS INDICATED BELOW, FOR THE ADDITION OF THE C-6 TOWN CENTER ZONING DISTRICT

WHEREAS, the Board of Mayor and Aldermen wishes to amend the Zoning Ordinance to add a new zoning district for the town center redevelopment project. The new zoning district would provide a mixed use commercial, office, and residential zoning district for the redevelopment of the City's Town Center.

NOW THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that Article V is amended as indicated below:

Article V Zoning Districts

Section 5.053 Commercial Districts

Addition of New Sub-Section 5.053.6

C-6, Town Center Commercial District

A. **District Description**

This district is designed to provide for a mixed use commercial, office, and residential zoning district for the redevelopment of the City's Town Center including retail, office, service uses with high performance standards, community facilities, and high density residential uses. The regulations are structured to permit maximum freedom of pedestrian traffic. A relatively high intensity of use is permitted in this district.

B. **Permitted Uses**

In the C-6, Town Center Commercial District, the following uses and their accessory uses as described are permitted by right.

Community Facility Activities:

Cultural and Recreational Services

Essential Municipal Services

Commercial Activities:

Convenience Commercial. Drive thru lanes, open bays, and accessory uses shall not be visible from roadways and be located at the rear of buildings. Indoor Entertainment and Amusement Services, with the exception of adult entertainment uses as defined in zoning ordinance.

Financial, Consulting, and Administrative Services. Drive thru lanes, and accessory uses shall not be visible from roadways and be located at the rear of buildings.

Food and Beverage Services

Consumer Repair Services, not including vehicle and mechanical repair services.
 General Business and Communication Services
 General Personal Services
 General Retail Trade
 Medical and Professional Services
 Hotels
 Mixed Use Facility with Permitted Residential Activities
 Other uses determined by Planning Commission that are compatible with town center uses but shall not include prohibited uses.

Residential Activities:

Multi-Family Residential at density of 20 units per acre. Properties with limited lot area shall be permitted one residential unit per 750 sq ft of building area designated for multi-family use.

Mixed Use Facility with Permitted Commercial Activities including upper story residential uses.

C. Uses Permitted as Special Exceptions:

In the C-6, Town Center Commercial District, the following uses and their accessory uses may be permitted as special exceptions after review and approval in accordance with the provisions of the Zoning Ordinance.

Detached Single Family Residential Dwelling
 Accessory Residential Family Dwelling Unit
 Education and Day Care Facilities
 Churches and Places of Community Assembly
 Health Care Facilities

D. Prohibited Uses:

Industrial uses, automobile wrecking, recycling uses (except city recycling drop-off center) junk or salvage yards, van, car, or truck storage uses, body shops and other types of vehicular repair uses, automotive, marine, trailer, and farm implement sales uses, distribution, warehousing and construction uses, all types of rental storage uses, as well as any type use requiring outdoor storage, as well as any other uses not otherwise permitted. Seasonal and permanent sales of fireworks. Other uses determined by Planning Commission to be non-compatible with town center uses.

E. Dimensional Regulations

Minimum Lot Size	1,000 sq ft
Lot Width at Building Setback	20 ft minimum
Maximum Lot Coverage	100%
Maximum building height	35 ft
Minimum building height	25 ft
Front Setback	Minimum None/ 7.5ft Maximum

John Decker, Mayor

ATTEST:

Christie M. Odenwald, City Recorder

August 14, 2008

MEMORANDUM

To: Angie Carrier, City Administrator
Board of Mayor and Aldermen

From: Charlotte Soporowski
Finance Director

Re: Drug Fund Budget Amendment for FYE 6-30-08 **CKS**

You may recall that individual lines in the Drug Fund may not be spent beyond approved budget amounts as is allowed in the General Fund budget. For this reason, a budget amendment is necessary to shift money from the Capital Outlay line to the Operating Supplies line for items that were budgeted as Capital Outlay. After the purchase of these items it became apparent that they did not meet the threshold for capital outlay, and journal entries were done to reclassify the purchases to the Operating Supplies expense account. This shift in budget funds will simply mirror that same shift in actual expenditures. If you have any questions, please let me know.

ORDINANCE 08-21

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE FISCAL BUDGET FOR THE PERIOD ENDING JUNE 30, 2008.

WHEREAS, individual lines in the Drug Fund may not be spent beyond approved budget amounts; and

WHEREAS, it has become necessary to amend the previous year's annual budget to shift money from the Capital Outlay line to the Operating Supplies line for items that were budgeted as Capital Outlay; and

WHEREAS, after the purchase of these items, it became apparent that they did not meet the threshold for capital outlay and journal entries were done to reclassify the purchases to the Operating Supplies expense account; and

WHEREAS, this shift in funds will mirror the same shift in actual expenditures; and

WHEREAS, the City routinely amends the annual adopted budget during the year to accurately reflect unanticipated costs or tax revenues.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Mayor and Aldermen that the Fiscal Budget ending June 30, 2008 is hereby amended as part of the attached exhibit.

This ordinance shall become effective upon final reading the public welfare requiring it.

First Reading: August 21, 2008 PASSED

Second Reading: September 18, 2008

John Decker, Mayor

ATTEST:

Christie M. Odenwald, City Recorder

City of White House
 Budget Amendment V for Fiscal Year Ending June 30, 2008
 August 21, 2008

					<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Amendment</u>
140	42129	320	Drug Fund	Operating Supplies	6,500	15,510	9,010
140	42129	900	Drug Fund	Capital Outlay	75,318	66,308	(9,010)

1. *To amend current 2007-2008 budget for items that were budgeted as Capital Outlay, but had to be reclassified to an expense account because they did not meet the capital threshold.*

*FINANCE AND
OTHER BUSINESS . . .*

OTHER BUSINESS



City of White House Memorandum

Date: September 8, 2008

To: Board of Mayor and Aldermen
Angie Carrier, City Administrator

From: Ashley Smith, Director
Parks and Recreation Department

Re: Surplus Vehicle, 1993 Ford F-150

The following vehicle needs to be declared surplus so it can be sold on GovDeals.
Thank you.

1993 Ford F150 pickup
VIN# 1FTDF15Y5PNA08662
Plate# GL-4283

Memo

TO: Board of Mayor and Alderman
Angie Carrier, City Administrator

FROM: Bill K. Crusenberry, Director of Wastewater

DATE: September 3, 2008

SUBJECT: Task Order 08-01 Wastewater Discharge Alternatives
Evaluation

I would like to request approval to proceed with this task order. This project consists of a study of the alternatives for future effluent discharge from the City's Wastewater Treatment Plant as discussed in the Wastewater System Master Plan. The Wastewater Discharge Alternatives Evaluation will identify and evaluate potential surface water sources and non-discharge opportunities, including drip irrigation and effluent reuse, for disposal of effluent from future expansions of the City's Wastewater Treatment Plant. The study will include a feasibility analysis of potential discharge sites, meetings with TDEC and regional and watershed stakeholder representatives to gather input on the potential discharge locations, and perform a review of documents and reports about the watershed.

I would be happy to answer any questions you may have. Thank you

This is Task Order No. 2008-01, consisting of 4 pages.
--

Task Order

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Wastewater Discharge Alternatives Evaluation

B. Description:

This project consists of a study of the alternatives for future effluent discharge from the City's Wastewater Treatment Plant as discussed in the Wastewater System Master Plan. The Wastewater Discharge Alternatives Evaluation will identify and evaluate potential surface water sources and non-discharge opportunities, including drip irrigation and effluent reuse, for disposal of effluent from future expansions of the City's Wastewater Treatment Plant. The study will include a feasibility analysis of potential discharge sites, meetings with TDEC and regional and watershed stakeholder representatives to gather input on the potential discharge locations, and perform a review of documents and reports about the watershed.

The project will also include the creation of the engineering report with a recommendation of a preferred discharge alternative or multiple alternatives. The report is expected to include project background information, watershed characteristics, land use information, alternative evaluations, treatment and disposal costs, a description of the selected alternative(s), and financial/environmental impacts.

2. Services of Engineer

The ENGINEER will perform the following general services for the project:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B that are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including, but not limited to, mitigating measures identified in the environmental assessment.

4. Identify and evaluate all reasonable alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions that in Engineer's judgment meet Owner's requirements for the Project.
5. Furnish two (2) review copies of the Report and any other deliverables to Owner and Agency within one hundred and twenty (120) calendar days of authorization to begin services and review it with Owner.
6. Revise the Report and any other deliverables in response to Owner's and Agency's comments, as appropriate, and furnish two (2) copies of the revised Report and any other deliverables to the Owner and Agency within thirty (30) calendar days of receipt of all such comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Owner.

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. **Times for Rendering Services**

The ENGINEER will be obligated to render services hereunder for a period that may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Category of Services	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Basic Services		
WWTP – Discharge Alternatives Evaluation	C. Standard Hourly Rates to a maximum (not to exceed)	\$50,000

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

TASK ORDER 2008-01

6. **Consultants:** None
7. **Other Modifications to Agreement:** None
8. **Attachments:** None
9. **Documents Incorporated By Reference:** None

TASK ORDER 2008-01

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER: City of White House,
Tennessee

ENGINEER: McGill Associates, P.A.

By: _____

By: _____

Name: _____

Name: Gary R. McGill, P.E.

Title: _____

Title: Principal

Engineer License or Firm's
Certificate No. (if required by law): Firm #2784

State of: Tennessee

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

McGill Associates, P.A.
P.O. Box 4187
Sevierville, Tennessee 37864-4187

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Title: _____

Thomas M. Bennett
Title: Principal

Phone Number: _____

Phone Number: 865-908-0575

Facsimile Number: _____

Facsimile Number: 865-908-0110

E-Mail
Address: _____

E-Mail
Address: tom@mcgillengineers.com

September 12, 2008

MEMORANDUM

To: Board of Mayor and Aldermen
From: Charlotte Soporowski, Finance Director **CKS**
CC: Angie Carrier, City Administrator
Re: Contract to Audit Accounts

The following document is the "Contract To Audit Accounts" of the City of White House, Tennessee, as provided by Work & Greer, PC. This is a standard document that is required by the Comptroller of the Treasury. The letter which precedes the Contract explains a proposed increase in fees of \$4,200 which is due to additional auditing requirements regarding internal controls. The pages following include a special provisions section which include more specific detail about the audit to be performed, as well as a list of information to be furnished to the auditors as of June 30, 2008.

Staff recommends approval of this contract, which will serve as a continuation of the request for proposal approval from two years ago. Upon approval and execution of the contract, three copies will be submitted the Comptroller's Office for their approval. Upon approval by the Comptroller, they will retain one copy, send one copy to Work & Greer, PC, and return one copy to the City of White House. Should you have any questions about this contract, or the audit process please let me know.

July 18, 2008

Ms. Angie Carrier
City Administrator
City of White House
105 College Street
White House, Tennessee 37188

Good morning Angie:

We have enclosed three copies of the "Contract to Audit Accounts" of the City of White House, Tennessee for the year ended June 30, 2008.

Angie, we have included under item 12 of the contract professional fees of \$32,600. In our three-year proposal we issued to you back in 2006, we proposed fees of \$28,400 for the year ending June 30, 2008. However, as discussed in our proposal on page 14, if the scope of the audit changed significantly due to changes required by auditing standards boards and regulatory agencies, then we would submit to you for your approval an adjustment in the fee. The reasons for this adjustment are discussed below.

As we discussed in our management letter we issued after last year's audit and as we discussed with you and your team members in our audit planning meeting back in April 2008, the American Institute of Certified Public Accountants (AICPA) has issued eight new Statements on Auditing Standards (SAS #104-#111). SAS #104 - #111 are collectively referred to as the "Risk Assessment Standards" and are effective for your audit for the fiscal year ended June 30, 2008. In addition, these new standards are required by the State of Tennessee, Division of Municipal Audit to be followed by us.

The new "Risk Assessment Standards" provide enhanced guidance concerning audit documentation and evidence, audit risk and materiality, understanding and assessing the risk of material misstatements whether from error or fraud, performing audit procedures in response to the assessed risk and evaluating the audit evidence obtained. These new AICPA audit standards go beyond the standards required by Sarbanes Oxley for public companies.

Much more focus will be on your internal controls for each significant account balance and transaction class and for each assertion for each account balance and transaction class. This means we have to know much more about your internal control activities and do more work on internal controls including your EDP controls. If good controls do not exist for each assertion we have to communicate those to the Board of Aldermen and the Division of Municipal Audit. In addition, we now have to document a direct linkage between our assessed risk by assertion for each account balance to the nature, timing, and extent of our audit procedures performed in response to those risks.

These new standards represent part of the AICPA's ongoing effort to develop stronger and more definitive auditing standards that are intended to enhance auditor performance and improve audit effectiveness.

Ms. Angie Carrier
July 18, 2008

Angie, we have seen our hours increase up to 30% for the audits we have already performed under these new standards. Our proposed increase in professional fees to you from \$28,400 to \$32,600 is intended to cover the additional costs we will incur in performing the additional work required by these standards.

If you have any questions or need further information from us just give us a call. If the contracts are okay, please have Mayor Decker execute all three copies and submit all of them to:

Division of Municipal Audit
Bank of America Plaza
414 Union Street, Suite 1100
Nashville, Tennessee 37219-1718

The Division of Municipal Audit will execute each copy and return one copy to you and one copy to us.

We sincerely appreciate the opportunity to provide this service to the City of White House.

Sincerely,

WORK & GREER, PC



Wayne L. Fossett, CPA

CONTRACT TO AUDIT ACCOUNTS

OF

City of White House, Tennessee

(GOVERNMENTAL UNITS AND/OR RECIPIENTS OF
GRANT FUNDS)

FOR THE PERIOD

FROM July 1, 2007 TO June 30, 2008

Please include current email information below. If your email information changes after this contract is approved, updated information should be submitted via the form located at:
<http://www.comptroller.state.tn.us/ma/forminst.htm>.

CPA's E-Mail Address:

wfossett@workgreer.com

Government's/Nonprofit's E-Mail Address:

csoporowski@cityofwhitehouse.com

(See Instruction # 11)

For Department of Audit use only

Copies of the audit report resulting from this contract are to be filed with the office noted below:

Municipal Audit

County Audit

(See Instruction # 10)

March 2008

CONTRACT TO AUDIT ACCOUNTS

OF City of White House, Tennessee
(Name of Organization)

This agreement made this 27th day of June, 2008, by and between Work & Greer, PC
(Auditor)

209 Sixth Avenue North, Nashville, Tennessee 37219, hereinafter referred to as the "auditor"
(Full Address of Auditor)

and City of White House, Tennessee, of
(Name of Organization)

105 College Street, White House, Tennessee 37188, hereinafter referred to as the "organization"
(Full Address of Organization)

(governmental unit or grant recipient), as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the financial statements of all funds, and grant contracts of the organization for the period beginning July 1, 2007, and ending June 30, 2008 with the exception of the funds and/or contracts as listed below (explanations should be attached for each situation noted):

No Exceptions

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) *Circular A-133*. The audit is also to be conducted in accordance with any other applicable federal management circulars.

3. The auditor shall, as part of the written report of audit, submit to the organization's governing body a report containing an expression of an unqualified or modified opinion on the financial statements. **(See Instruction 4)** This report shall state that *Government Auditing Standards* have been followed in the audit, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon this contracted auditor's report; (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.

4. It is agreed that *Government Auditing Standards* include consideration of internal controls to determine auditing procedures for the purpose of expressing opinions on the financial statements and, if applicable, on compliance with the requirements of federal financial assistance programs. It is also agreed that *Government Auditing Standards* require the auditor to report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall state the audit was performed in accordance with *Government Auditing Standards*. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB *Circular A-133* shall include the additional report required by that circular. This report shall state the audit was performed in accordance with *Government Auditing Standards* and in accordance with OMB *Circular A-133*. Any other applicable federal management circulars shall also be referenced in this report.

5. The auditor shall make a written report, which shall be a part of the written report of audit, to the organization's governing body setting forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on corrective action taken or planned, and comments on the disposition of prior year findings. These findings and recommendations shall either be part of the report on internal control and compliance with applicable laws and regulations and other matters, described in paragraph 4, or they shall be incorporated by reference in the report.

6. If a management letter or any other reports or correspondence relating to other matters involving internal controls and recommendations are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters not also disclosed in the findings found in the published report of audit).

7. Instances of noncompliance which are not related to federal funds (reporting noncompliance related to federal financial assistance is addressed in OMB *Circular A-133*) should be reported in accordance with *Government Auditing Standards*. If any other instances of noncompliance or other matters are communicated to management in writing, this communication shall be disclosed in the report on internal control and compliance and a copy submitted to the Comptroller of the Treasury.

8. The auditor shall furnish 15 copies of the report to the organization's governing body. It is anticipated that the auditor's report shall be filed prior to 12/31/2008, but in no case, shall be filed later than six (6) months following the fiscal period to be audited, without prior written explanation to the Comptroller of the Treasury, State of Tennessee and the organization. The auditor shall file one (1) printed copy (it is requested that an electronic copy be filed with the printed copy, but the electronic copy may not replace the printed copy) of said report with the Comptroller of the Treasury, State of Tennessee, and with the appropriate officials of the granting agencies listed below. The auditor shall, for all Municipalities and Emergency Communications Districts, file two (2) printed copies of said report. In certain instances, additional copies of the report may be required to be filed with the Comptroller. Requirements for additional copies should also be addressed as follows:

9. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Department of Audit. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

10. Any reasonable suspicion of fraud, such as defalcation, misappropriation, misfeasance, malfeasance, embezzlement or other illegal acts shall be reported by the auditor, in writing immediately upon discovery, to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's governing body in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's governing body and the auditor for such additional investigation. (See Instruction 12)

11. (Special Provisions) See Attached

12. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of **\$32,600 (Fees may be per diem or fixed amounts. If per diem, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of such per diem fees should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of the governing body.

(Estimated gross fee: _____)

SCHEDULE OF PER DIEM FEES:

** Plus \$2,500 per Federal Program required to be audited under the Single Audit Act and OMB Circular A-133. These fees do not include any professional time charges in connection with the conversion from the cash basis of accounting to the accrual basis of accounting.

13. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

14. As the auditor and authorized representative of the firm, I do hereby affirm that our office is currently registered with the State Board of Accountancy and our organization has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, that a copy of our most recent external quality control review report has been provided to the organization, and that all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*. (Refer to instruction 9). In addition, as the auditor I also affirm that all auditors participating in the engagement are independent under the requirements of the AICPA and *Government Auditing Standards*.

15. This writing, including any amendments, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee.

Work & Greer, PC
Audit Firm

Wayne L. Fossett
Print or Type Signature Name

By Wayne L. Fossett
Signature

Title/Position: Director

Date: 7-22-08

City of White House, Tennessee
Governmental Unit or Grant Recipient

John Decker
Print or Type Signature Name

By _____
Signature

Title/Position: Mayor

Date: _____

Approved by the Comptroller of the Treasury, State of Tennessee

By _____
For the Comptroller

Date: _____

INSTRUCTIONS
Contract to Audit Accounts

1. All contracts for auditing financial statements between an auditor and any governmental entity or private or nonprofit organization receiving funds from the State of Tennessee require the prior approval of the Comptroller of the Treasury, State of Tennessee. (Such approval is not required for system improvement and similar services of a non-audit nature.)
2. The contract should be executed in triplicate and submitted to the Comptroller of the Treasury, State of Tennessee -- for municipalities, school activity and non-centralized cafeteria funds, charter schools, utility districts, housing authorities, or for private or nonprofit organizations to the Division of Municipal Audit; and for counties and county related entities to the Division of County Audit., as noted below:

Division of Municipal Audit Bank of America Plaza 414 Union Street, Suite 1100 Nashville, Tennessee 37219-1718	Division of County Audit Suite 1500, James K. Polk Building Nashville, Tennessee 37243-0269
---	---
3. Upon approval by the Comptroller of the Treasury, State of Tennessee, one contract will be returned to the organization, one forwarded to the auditor, and one retained by the Comptroller of the Treasury. The audit should not be started before the contract is approved.
4. The auditor's opinion shall be expressed on each of the opinion units which collectively comprise the basic financial statements. The organization may require the auditor to express an opinion on the basic financial statements and on combining and individual fund financial statements presented as supplementary information. Reference: AICPA Audit and Accounting Guide -*Audits of State and Local Governments*. The auditor and the organization should contemplate an unqualified opinion on the basic financial statements, and any limitations or restrictions which would lead to a qualification should be fully explained. If an auditor anticipates issuing a disclaimer or an adverse opinion on a governmental entity's financial statements due to an incomplete presentation under GASB Statement 34 or for any other reason, the auditor should contact the appropriate division, ie, the Division of County Audit or the Division of Municipal Audit. for guidance concerning financial statement presentation.
5. The responsibility of the auditor for funds not covered under the contract should be set forth in Paragraph 1, and the assistance and information that is to be furnished by the organization should be set forth in Paragraph 11 of the contract. An addendum may be used where additional space is required.
6. If, after being approved, the contract is modified by either of the parties, the modification must be reduced to writing and submitted to the Comptroller of the Treasury, State of Tennessee, for approval. No change shall be effective unless approved by the Comptroller. Original signatures are required on all copies of the contract. Retyped copies of this contract will not be approved. However, photo copies are permissible.
7. The scope of the audit should be clearly stated and the fee stated so the amount can be easily determined. A separate contract is not necessary for each division within an organization. The fee should be so stated that the amount to be paid by each unit is easily determined.
8. The number of copies (specified in paragraph 8 of the contract) of the report of audit and any other written report by the auditor shall be filed with the Comptroller of the Treasury, State of Tennessee, when (or prior to) submitting a final invoice to the entity for services rendered. These reports, as filed with the Comptroller of the Treasury, State of Tennessee, become a matter of public record and are available for inspection.
9. Any firm submitting contracts to audit for approval should file a single copy of the firm's most recent external quality control review report and related letter of comment, as applicable, with the Comptroller of the Treasury. A copy of the most recent external quality control review report should be on file with the Comptroller of the Treasury before contracts to audit can be approved.
10. The shaded box on the front of this contract identifies the division of the Department of Audit with which the audit report must be filed. The *Audit Manual for Local Governmental Units and Recipients of Grant Funds* published by the Comptroller of the Treasury provides for specific reporting requirements for each division. The auditor should refer to the manual for guidance on these requirements prior to submission of the report.
11. Both the auditor and the entity are responsible for filing updated contact information with the Comptroller's Office, including email addresses, phone numbers, postal address, etc. To submit any changes, please access our web site at:
<http://www.comptroller.state.tn.us/ma/maforms.htm>.
If the organization does not have internet access, please contact the appropriate division to obtain a form and mail the completed form to the address in instruction 2.
12. Any amendment is subject to the same approval process as the original contract. No work should begin until the amendment is signed by all parties. For an example amendment, please access our web site at <http://www.comptroller.state.tn.us/ma/maforms.htm>.

Item No. 11 - Special Provisions

We are pleased to further confirm our understanding of the services we are to provide for City of White House, Tennessee for the year ended June 30, 2008. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, aggregate remaining fund information, and the budgetary comparison schedules for the major governmental funds (general fund and the park sales tax fund), which collectively comprise the basic financial statements of the City of White House, Tennessee as of and for the year ended June 30, 2008. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City of White House, Tennessee's basic financial statements. As part of our engagement, we will apply certain limited procedures to the City of White House, Tennessee's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it.

Supplementary information other than RSI, such as combining and individual fund financial statements, also accompanies City of White House, Tennessee's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1. Schedule of expenditures of federal awards and state financial assistance
2. Schedule of revenues – major governmental funds
3. Schedule of expenditures – major governmental funds
4. Combining balance sheet – non-major governmental funds
5. Combining statement of revenues, expenditures and changes in fund balance – non-major governmental funds
6. Schedule of changes in property taxes receivable
7. Schedule of long-term debt
8. Budgetary comparison schedule – capital projects fund
9. Budgetary comparison schedule – cemetery fund
10. Budgetary comparison schedule – debt service fund
11. Budgetary comparison schedule – drug fund
12. Budgetary comparison schedule – impact fee fund
13. Budgetary comparison schedule – industrial development fund
14. Budgetary comparison schedule – parks nutrition fund
15. Budgetary comparison schedule – solid waste fund
16. Budgetary comparison schedule – state street aid fund

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

1. Schedule of tax rates and assessments (unaudited)
2. Schedule of wastewater rates and number of customers (unaudited)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph above when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of White House, Tennessee and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements and grants, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of the Mayor and Board of Aldermen, management, the Comptroller of the Treasury, State of Tennessee, and other specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the City of White House, Tennessee is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of White House, Tennessee and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

You are responsible for management decisions and functions. As part of the audit, we will prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards*.

You may request that we perform additional services not addressed in this audit contract. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this audit contract.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of White House, Tennessee's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Administration and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate all documents selected by us for testing.

We will provide copies of our reports to the City of White House, Tennessee; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Work & Greer, PC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Comptroller of the Treasury, State of Tennessee or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Work & Greer, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Comptroller of the Treasury, State of Tennessee or its designee, a federal agency providing direct or indirect funding or any pass-through entities. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee quote is based on us performing only required audit procedures, anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. It is also contingent on timely receipt of complete and accurate schedules and analyses in the format prescribed by us and other information we request (see attached schedule of information to be furnished to auditors as of June 30, 2008). Additional time incurred outside the scope of this engagement (such as preparation of any schedules and analyses and preparation of entries to convert from the cash basis of accounting to the modified-accrual and accrual basis) will be billed at our standard hourly rates, which range from \$80 to \$200 per hour depending on the individual level of involvement and expertise required. Invoices for our fee will be rendered each month as work progresses and are payable upon presentation. A service charge of 1 1/2% per month (18% per annum) will be added to any invoice outstanding for more than 30 days. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comments received during the period of the contract. Our 2006 peer review report accompanies this letter. There was no letter of comment issued in connection with our 2006 peer review.

Work & Greer, PC makes a significant investment in hiring, training and retaining qualified people. Work & Greer, PC is due a placement fee from City of White House, Tennessee should you decide to hire or engage one of our assigned employees or former assigned employees within one year after the last day of any assignment or engagement (either as an assigned employee or independent contractor) or following the date of introduction of an assigned employee, when that worker has been initially introduced either directly or indirectly by Work & Greer, PC. Our placement fee will be equal to one-third of first year's annual compensation including any signing bonuses or guaranteed bonuses.

CITY OF WHITE HOUSE, TENNESSEE

Information to be furnished to Auditors as of June 30, 2008

Year-to-date general ledger trial balance emailed to mmartin@workgreer.com in Excel format

Completed schedules of the primary internal control activities by assertion for each significant balance or transaction class that was previously provided to you

Completed information technology questionnaire that was previously provided to you

Summary listing of any litigation, other contingencies, and commitments

Listing of all laws and regulations to which the City of White House, Tennessee is subject for which noncompliance would have a direct and material effect on the financial statements

Listing of all contracts and agreements to which the City of White House, Tennessee is a party

Copies of reconciliations of all bank accounts and investment accounts as of year-end

Aged trial balance of accounts receivable as of year-end (including property taxes and wastewater billings)

Analysis of allowance for doubtful accounts for the year, including detail of accounts written off

Schedule of other receivables (including intergovernmental revenues)

Copy of all current tax levies for Robertson County and Sumner County

Copy of approved current property tax rates

Analysis of unbilled revenues at June 30, 2008

Analysis of revenue accounts for the year ended June 30, 2008

Reconciliation of interfund accounts (due to and due from) at June 30, 2008

Schedule of insurance coverage and analysis of prepaid insurance at year-end

Detailed listing of inventory at June 30, 2008 reconciled to the general ledger balance

Schedule of any inventory purchase commitments at year-end

Summary analysis of property and equipment

Schedules of additions to property and equipment for the year including details of donated infrastructure assets (roads, streets, etc.)

Schedules of retirements of property and equipment for the year

Copy of depreciation schedules for the year ended June 30, 2008

Analysis of contributions in aid of construction for the year ended June 30, 2008

Schedule of any commitments for the purchase of property, plant and equipment at June 30, 2008

Detailed accounts payable trial balance (and retainage payable) at June 30, 2008

Analyses of any of the following accrued expenses or other liability accounts as of June 30, 2008:

- Vacation
- Sick leave
- Salaries
- Payroll taxes
- Other fringe benefits

Detailed analysis of transactions in treasury bills, treasury notes, certificates of deposit and other investments for the year. The analysis should present for each investment, balance beginning of the year, purchases (including purchase date and maturity date), redemptions and ending balance at June 30, 2008.

Analyses of notes payable and long-term debt accounts, related interest expense, accrued interest, bond issue costs and related amortization expense

Analysis of unadjudicated Drug Fund liability at June 30, 2008

Analysis of deferred revenues at June 30, 2008

Analysis of net assets reconciliation as of June 30, 2008

Analysis of customer deposits at June 30, 2008

Analyses of any capital and operating leases

Other schedules/analyses:

- Reconciliation of salary and wages reported on Federal Forms 941 for the year ended June 30, 2008 to salaries and wages charged to general ledger accounts for the year
- Total number of employees at June 30, 2008

Other information or documents to be copied and provided:

- Minutes of Board of Mayor and Alderman meetings from November 1, 2007 through the date of our report issuance
- Any new loan, lease, grant or other agreements entered into during the year ended June 30, 2008
- Listing of any related parties the City of White House, Tennessee has transactions with
- Existing employee benefit plans
- Any employment agreements
- Any new or revised employee handbooks
- Any other significant contracts

Detailed analyses of the following expense accounts including date, payee, amount and description of what the expenditure is for:

- Professional services (including attorney fees)
- Retirement plan expense

Capital expenditures

Debt service expenditures (broken down between principal and interest)

Detailed analysis of interest income for the year showing totals by bank account or trust account reconciled to the general ledger balances. Also an analysis of accrued interest receivable as of June 30, 2008.

To the Shareholders
Work & Greer, P.C.

We have reviewed the system of quality control for the accounting and auditing practice of Work & Greer, P.C. (the firm) in effect for the year ended June 30, 2006. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included among others, an audit of an Employee Benefit Plan and an engagement performed under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests; therefore, it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Work & Greer, P.C. in effect for the year ended June 30, 2006 has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Jones, Nale & Mattingly, P.C.

Louisville, Kentucky
November 16, 2006

Memo

TO: Board of Mayor and Aldermen
FROM: Ron Bailey, City Engineer
DATE: September 18, 2008
SUBJECT: 2008-09 Hwy 76 Sidewalk Project

The City of White House solicited bids for an Engineering Consultant on the 2008-09 Hwy 76 Sidewalk Project. This project is 80/20 Federal and State funding in the amount of \$585,000. The project will allow the City to install sidewalks along Hwy 76 from Raymond Hirsch Parkway to Hwy 31. The top evaluated Consultant was Neel-Schaffer Inc. out of Nashville, Tennessee. The costs listed below are for a "not to exceed" fee.

Engineering Services	\$ 96,655	
Preliminary Survey	\$ 34,870	
Right-of-Way Acquisition Survey	\$ 34,870	(if needed)
Right-of-Way Plans	\$ 36,683	(if needed)
Right-of-Way Acquisition Assistance	\$102,000	(if needed)
Construction Staking	\$ 19,700	
Construction Engineering Inspection	\$ 35,314	
3-D Rendering of Project	\$ 2,500	(optional)
Preliminary Public Hearing	\$ 3,000	(optional)
<hr/>		
Total (not to exceed)	\$365,592	

Note: The Consultant services without Right-of-Way issues or optional services shall not exceed fee is \$186,539.

Engineering recommends that the Board of Mayor and Alderman approve this bid and allow the City to enter into a formal contract with Neel-Schaffer Inc. for the services described in the bid.

September 11, 2008

Mr. Ron Bailey, P.E.
Director of Engineering
City of White House
105 College Street
White House, TN 37188

REFERENCE: **STATE ROUTE 76 SIDEWALK PROJECT**

Dear Mr. Bailey:

Please accept this letter agreement as our proposal to provide engineering services to the City of White House for the State Route 76 sidewalk project from east of Raymond Hirsch parkway to west of Highway 31. The services covered by this letter contract are planning, survey, design and construction observation for a sidewalk installation project. A detailed Scope of Work is shown in Exhibit A of this Letter Agreement.

The fee for these engineering and planning services will be for a not to exceed fee of \$365,591.70 as outlined in the cost proposal provided in Exhibit B. The City will be billed monthly for work completed. Neel-Schaffer will provide these engineering services in accordance with Exhibit C, General Terms and Conditions, which is also attached and made a part of this Letter Agreement. Additional services will be negotiated and provided only with written notice from the City of White House.

If the terms of this Letter Agreement are acceptable to you, please have the originals executed and return a copy to us. We certainly appreciate the opportunity to provide services to the City of White House. We look forward to working with you and your staff on this project. Please let me know if you should have any questions or comments concerning this contract.

Sincerely,
NEEL-SCHAFFER, INC.



Craig M. Hanchey, P.E., PTOE
Sr. Vice President

ACCEPTED: City of White House

DATE:



**EXHIBIT A
SCOPE OF SERVICES
STATE ROUTE 76 SIDEWALK PROJECT
FROM EAST OF RAYMOND HIRSCH PARKWAY
TO WEST OF HIGHWAY 31
CITY OF WHITE HOUSE, TENNESSEE**

1. Local Programs Procedures

Neel-Schaffer (NSI) will work with the City to ensure that the Tennessee Department of Transportation's Local Guidelines for The Management of Federal and State Funded Transportation Projects is followed and to identify task and phases that must have TDOT written approval prior to proceeding in the design and construction phase.

2. Preliminary Surveying

Surveying Services provided by Adams and Company Surveyors, LLC includes the following tasks:

- Set horizontal and vertical control monuments
- Perform a standard TDOT survey, excluding property lines and deed research.
- Develop a Digital Terrain Model
- Locate existing ROW
- Locate utilities and identify owners and contact information. Underground utilities to include sizes and depths.
- Locate signs and pavement markings
- All drawings, DTM and files to be submitted in Microstation V8 and Geopak

Under this preliminary phase of the project, property lines and deed research will not be performed. GIS data showing property lines will be provided to NSI to use in the concept/preliminary design.

3. Categorical Exclusion (CE) Environmental Document

NSI will work with our Environmental sub-consultant, MacTec, Inc., to prepare a Categorical Exclusion (CE) Environmental Document. A separate scope of work for this service is attached.

4. Conceptual Sidewalk Design

Conceptual sidewalk plans will be developed based on three (3) typical sections. They will be used to determine which section will least affect the need for right of way acquisition.

These typical sections will be based on the following:

Section 1 - Curb & Gutter

- Two 11-foot travel lanes and 13-foot center turn lane
- 6-30 curb & gutter
- 8-foot grass strip, the width of the grass may vary to reduce the need for right of way
- 5-foot sidewalk

Section 2 – Ditch/Bio-Swale

- Two 11-foot travel lanes and 13-foot center turn lane
- 8-foot grass strip to be utilized as a ditch/bio-swale, this width may vary to reduce the need for right of way
- 5-foot sidewalk

Section 3 – A mixture if Sections 1 & 2

For each typical section, NSI will investigate the possibilities for incorporating green drainage into the design. Green drainage methods may include bio-swale, rain garden or pervious concrete for sidewalk material.

5. Preliminary Sidewalk Plans

Preliminary plans will be developed based on the conceptual design and typical sections selected by the City. These plans will be prepared in Microstation V8 and in standard TDOT format. Plans will be developed according to TDOT design guide lines. Preliminary and Right-of-Way set of plans will include:

- Typical Section
- Present, Proposed and Profile Layout Sheets
- Right of Way acquisition areas (if required)
- Retaining Wall location (if required)
- Culvert Sections (if required)
- Driveway Profiles
- Mainline Cross-sections

6. Utility Coordination

Preliminary plans will be submitted to the utility companies identified under the surveying task of this scope. No utility design is included in this scope of work.

7. Preliminary Opinion of Probable Construction Cost

Based on the preliminary design, NSI will provide the City with a preliminary Opinion of Probable Construction Costs will be based on current TDOT Average Unit Prices. Right-of-way costs will be estimate using typical TDOT TPR procedures. Utility relocation costs will not be included in this Opinion of Probable Construction Cost.

8. 3-D Rendering (if necessary)

If needed, NSI will develop 3-D renderings for use in internal City meetings or public meetings.

9. Preliminary Public Hearing (if necessary)

If a public meeting is held, NSI will develop documents and handout and attend a preliminary public hearing. Costs for meeting location, court reporter or interpreter are not included.

10. Right-of-Way Survey

Surveying Services for right-of-way will again be provided by Adams and Company Surveyors, LLC. There are a total of 40 parcels along both sides of the existing right-of-way from east of Raymond Hirsch Parkway to west of Highway 31.

- Survey property lines of parcels requiring right-of-way acquisition.
- Perform legal research of parcels requiring right-of-way acquisition.

11. Right-of-Way Sidewalk Plans

Right-of-Way plans will be developed based on the selected alternative. The Right-of-Way plans will detail the areas required for acquisition in order to construct the project.

12. Right-of-Way Acquisition Assistance

Right-of-Way Acquisition Assistance will be provided by Florence & Hutcheson, Inc. There are a total of 40 parcels along both sides of the existing right-of-way from east of Raymond Hirsch Parkway to west of Highway 31. For this proposal we are estimating that 20 of the 40 parcels will need right-of-way acquisition services.

- Title Report of parcels requiring right-of-way acquisition.

- Appraisal of parcels requiring right-of-way acquisition.
- Negotiation of parcels requiring right-of-way acquisition.
- Closing of parcels requiring right-of-way acquisition.
- Title Update of parcels requiring right-of-way acquisition.

13. Construction Plans, Specification, SWPPP and Bidding Assistance

Construction plans will be developed based on the preliminary plans or final right-of-way plans. These plans will be prepared in Microstation V8 and in standard TDOT format. Construction plans will be developed according to TDOT design guide lines. NSI will prepare a bid package containing specifications and plans for the City to issue for bids. NSI will review the bids with the City prior to award.

14. Construction Staking

Surveying Services for construction staking will again be provided by Adams and Company Surveyors, LLC.

15. Construction Engineering Inspection (CEI)

The Construction Engineering Inspection effort and fee is based on construction observation over a 3 month construction period. Material testing will be conducted by the Contractor.

- Preconstruction conference.
- Maintain Files and Diary.
- Project inspection (Daily).
- Project meetings.
- Erosion Prevention/Sediment Control (ESPC) Inspections (Weekly).
- Review contractor's weekly payroll.
- Process monthly payments to contractor.
- Material certification.
- Monthly invoice to TDOT.
- Job closeout.

**EXHIBIT B
FEE PROPOSAL
STATE ROUTE 76 SIDEWALK PROJECT
FROM EAST OF RAYMOND HIRSCH PARKWAY
TO WEST OF HIGHWAY 31
CITY OF WHITE HOUSE, TENNESSEE**

**FEE PROPOSAL
SR 76 Sidewalk Project**

FEE PROPOSAL	
TASK	FEE
Local Program Management - Task 1	\$ 9,280.00
Preliminary Survey - Task 2	\$ 34,870.00
Environmental CE Document - Task 3	\$ 7,300.00
Conceptual and Preliminary Design - Tasks 4-9	\$ 48,892.00
Right-of-Way Survey - Task 10	\$ 34,870.00
Right-of-Way Plans - Task 11	\$ 36,683.00
Right-of-Way Acquisition Assistance (20 Parcels @\$5,100 per parcel) - Task 12	\$ 102,000.00
Construction Plans, Specs, SWPPP, and Bidding Assistance - Task 13	\$ 36,683.00
Construction Staking - Task 14	\$ 19,700.00
CE&I - Task 15	\$ 35,313.70
TOTAL NOT TO EXCEED FEE	\$ 365,591.70

EXHIBIT C
NEEL-SCHAFFER, INC.
GENERAL TERMS AND CONDITIONS

1. Relationship between Engineer and Client. Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. Responsibility of the Engineer. Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. Responsibility of the Client. Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. Designation of Authorized Representatives. Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. Ownership of Documents. Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. Reuse of Documents. All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. Opinions of Cost. Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. Changes. Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. Delays. If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. Subcontracts. Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. Suspension of Services. Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. Termination. This Agreement may be terminated 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 hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best

interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

13. Notices. Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. Indemnification. Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. Legal Proceedings. In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to

such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. Insurance. Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

18. Information Provided by the Client. The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. Subsurface Conditions and Utilities. Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer

or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. Hazardous Materials. When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. Risk Allocation. The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser

allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.



engineering and constructing a better tomorrow

September 5, 2008

Mr. Joe Deering, PE, RLS, CPESC
Senior Project Manager
Neel-Schaffer, Inc.
210 25th Avenue North
Suite 800
Nashville, TN 37203

**Subject: Proposal for Preparing Categorical Exclusion Documentation
Proposed Sidewalk Project
White House, Robertson County, Tennessee
MACTEC Proposal No. PROP08NSHV.24**

Dear Mr. Deering:

As per your discussions with Mr. Dennis Cook, MACTEC Engineering and Consulting, Inc. (MACTEC) is pleased to submit this proposal for preparing the required documentation for a Categorical Exclusion (CE) for the proposed sidewalk project in White House, Tennessee, located within the Robertson County portion of the city. This proposal includes our understanding of the project background, and presents our proposed scope of services, personnel, an estimated cost, project schedule, and authorization and contractual conditions.

BACKGROUND

We understand that Neel-Schaffer, Inc is assisting the City of White House with the proposed project. As currently planned, the project will result in approximately 5,200 linear feet of new sidewalk along SR-76 from near Raymond Hirsch Parkway east to near US Hwy 31. A cursory review of available information indicates a city park and local cemetery occur near the alignment, but appear to be outside the project limits.

It is our understanding that the proposed activity will be constructed within the boundaries of the existing ROW.

Neel-Schaffer is currently assisting White House with coordinating this effort and has requested MACTEC prepare this proposal to assist with complying with applicable TDOT and FWHA requirements. The proposed project has been considered a minor activity, which is expected to cause only minimal social,

economic, or environmental impact. Therefore, MACTEC will prepare the documents and correspondence required for a CE.

SCOPE OF SERVICES

A Categorical Exclusion is a category of actions that do not individually or cumulatively have a significant effect on the environment. Under 23 CFR 771.117 and CEQ 1508.4, and based on past similar actions, FHWA has developed lists of actions that are to be documented as a CE.

Our proposed scope of services includes initiating and coordinating the CE process. During this process, MACTEC will conduct the evaluations and research needed to prepare the CE documentation. Furthermore, we will request written concurrence that the project meets CE conditions from participating agencies such as US Fish and Wildlife Service, the State Historic Preservation Office (SHPO), etc. In order to meet the NEPA requirements for this project, MACTEC will follow FHWA and TDOT guidance for preparing CEs.

Following completion of this scope, MACTEC will prepare a draft report for review and comment by Neel-Schaffer and the City of White House. No more than a week after receipt of your comments, and receipt of concurrence letters from participating agencies, MACTEC will finalize our report and four copies will be provided to Neel-Schaffer for use and submittal for approval.

PERSONNEL

Mr. J. Cole Reagan, Project Manager, will direct the project on behalf of MACTEC. He will be assisted in the management and field activities of the project by Mr. Stan B. Rudzinski, Senior Principal Scientist and F. Scott Glover, Project Scientist. In addition, project oversight will be available from Mr. Dennis Cook, Senior Principal Engineer. Resumes of these key project personnel can be provided upon request.

ESTIMATED COST

MACTEC will perform the services described in this proposal for a **lump sum fee of \$7,300**. Additional requested services, beyond those outlined in this proposal, will be performed on a unit-rate basis in addition to this cost. In the event that the adjacent City Park and/or cemetery are located within the

project boundaries, and subsequently a Section 4(f) evaluation is required, MACTEC will request additional authorization and budget prior to proceeding.

PROJECT SCHEDULE

MACTEC will initiate the scope of services as described herein immediately upon our receipt and acceptance of your written authorization to proceed. We anticipate that four weeks will be required to complete this task. Confirmatory letters from regulatory agencies will be sent out during the first week of work. We estimate that formal responses from these agencies to our requests could take up to 45 days. A draft copy of our report will be available within six weeks. This draft will be subject to change based on responses from the regulatory agencies.

AUTHORIZATION AND CONTRACTUAL CONDITIONS

As our written authorization, please sign the attached Proposal/Work Acceptance Sheet (PWAS) and return the "Acceptance Copy" of this proposal to us. Additional report recipients, any exceptions to this proposal, or special requirements not covered in the proposal should be listed on the PWAS. To expedite the project, you may fax the signed PWAS to us at (615) 832-0983, followed by mailing us the Acceptance Copy of the proposal. Please note the attached Terms and Conditions are an integral part of this proposal.

We appreciate this opportunity to assist you, Neel-Schaffer, and the City of White House. If you have any questions concerning this proposal, please contact Cole Reagan at (615) 369-4415 or Stan Rudzinski at (615) 369-4413.

Sincerely,

MACTEC ENGINEERING AND CONSULTING, INC.


J. Cole Reagan
Senior Scientist


Stan B. Rudzinski
Senior Principal Scientist

Attachments: Proposal/Work Authorization Sheet

MEMO

TO: Board of Mayor and Alderman
FROM: Ron Bailey, City Engineer
DATE: September 18, 2008
SUBJECT: Street Acceptance

The Engineering Department has conducted a formal inspection of the roadway and drainage improvements associated with:

Indian Ridge Subdivision – Phase 10

All roadway and drainage improvements in this phase are installed and in an acceptable condition. Any off-site roadway and drainage improvements associated with this phase are also installed and in an acceptable condition. The total value of these assets is estimated to be \$ 162,200 . The Engineering Department recommends acceptance of the subdivision phase listed above with the following conditions:

1. Provide a **Maintenance Bond** for one year in the amount of \$ 16,220 .
2. Correct all issues before the Maintenance Bond expires.

D & B Excavation Co., Inc.



P. O. BOX 1082
HENDESONVILLE, TN 37077-1082
OFFICE (615) 452-4815

August 19, 2008

Mr. Addam McCormick
City of White House Planning and
Codes Department
Billy S. Hobbs Municipal Center
105 College Street
White House, TN 37188

RE: Indian Ridge Subdivision Phase 10

Dear Sir:

I would like to request acceptance of Indian Ridge
Phase 10.

Your assistance is greatly appreciated. Please contact
my office with any questions or comments.

Sincerely,

D & B EXCAVATION CO., INC.

A handwritten signature in cursive script, appearing to read "Leonard W. Ballou".

LEONARD W. BALLOU, PRESIDENT

D & B Excavation Co., Inc.



P. O. BOX 1082
HENDERSONVILLE, TN 37077-1082

August 21, 2008

Mr. Addam McCormick
City of White House Planning and Codes Department
Billy Hobbs Municipal Center
105 College Street
White House, TN 37188

RE: Indian Ridge Phase 10

Dear Mr. McCormick:

I would like to request the acceptance of the rights-of-way and roadways listed below:

Street Name: Stadium Drive

Beginning at: Lone Oak Drive
Ending at: tennis court entrance at city park

<u>Length</u>	<u>Width (ft)</u>	<u>ROW width (ft)</u>	<u>Curb (lf)</u>	<u>Sidewalk (lf)</u>
564	26	50	1115	564

Street Name: Indian Ridge Boulevard

Beginning at: Stadium Drive
Ending at: 2993 Indian Ridge Boulevard
North end

<u>Length</u>	<u>Width (ft)</u>	<u>ROW width (ft)</u>	<u>Curb (lf)</u>	<u>Sidewalk (lf)</u>
591	26	60	1195	591

August 21, 2008
Road Acceptance
Indian Ridge Phase 10

Costs:

Land:	5.777 acres @ \$7,500.00	\$ 43,275.00
Roadbed:		
	Stone base – 1450 tons @ \$20.00	29,000.00
	Binder – 406 Tons @ \$57.15	23,206.00
Surface:		
	Tack coat – 1.4 tons @ \$210.00	294.00
	Final overlay – 273 tons @ \$60.00	16,396.00
Storm Drainage:		23,000.00
Sidewalks:	1155 feet @ \$17.00	19,635.00
Curb:	2310 feet @\$3.55	8,201.00
Signage/pavement markings:		<u>600.00</u>
	TOTAL	\$163,607.00

Please contact my office if you have any questions or comments.

Sincerely,

D & B Excavation Co., Inc.



Leonard W. Ballou, President

OTHER INFORMATION . . .

Other Information

September 5, 2008

MEMORANDUM

To: Board of Mayor & Aldermen
From: John Grubbs – HR Director
Re: Employee Recognition – Wastewater Collections

Distinguishing features of work:

***Wastewater Technician:** Handles calls on improper operation of services; trouble shoots problems and resolves problems; inspects pumping stations and services pumps; troubleshoots electrical and other problems at pumping stations within skill level; performs maintenance of equipment at stations; repairs and assists in rebuilding of pumps and vacuum valves and controllers.*

Our wastewater collections personnel are some rarely seen, yet crucial, positions within the functions of the City's daily services that are provided to its citizens. Along with the continuing maintenance of our sewer system, this team performs the response to critical sewer issues that could result in loss of service to our citizens and businesses or potential damage to our environment. This team provides protection and service on a 24 hour, 7 day basis.

These positions, subject to all sorts of weather conditions and general safety hazards, are also ones that the City cannot function without. In the month of August, the Sewer Collections Team responded to 218 calls for service in addition to the ongoing preventative maintenance of our wastewater system, providing quick action solutions.

We would like to recognize and thank those persons who perform these duties diligently and without fanfare each day to make our City a sanitary and pleasant place to work and reside.

Sewer Collections Personnel

Chris Keith	Supervisor
Vincent Fardello	Wastewater Technician
Joe Lemmons	Wastewater Technician
Daniel McIntosh	Wastewater Technician

