

CITY OF WHITE HOUSE  
*Board of Mayor and Aldermen Agenda*  
August 20, 2009  
7:00 p.m.

1. Call to Order by the Mayor
2. Prayer/Pledge
3. Roll Call
4. Adoption of the Agenda
5. Approval of Minutes of the July 16, 2009 Meeting.
6. Welcome Visitors
7. Public Hearing
  - a. **Ordinance 09-12** - An ordinance to de-annex certain territories including sections of Horseshoe Rd., Calista Rd., and Ozie Fulps/Fulks Rd. and remove the same from the corporate boundaries of the City of White House, Tennessee. (The property consists of approximately 298 acres including sections of Horseshoe, Calista and Ozie Fulps/Fulks Rd). **Second Reading.**
  - b. **Ordinance 09-13** - An ordinance amending the Municipal Code, Title 11, Chapter 1 Alcohol, Section 11-101. **Second Reading.**
  - c. **Ordinance 09-14** - An ordinance amending article IV of the Zoning Ordinance as indicated below, regarding permitting off-premise advertisement, maximum square footage for various temporary signs, sign permit review requirements, classification of signs as primary property use, prohibition of obscene signs, and protection of first amendment rights. **Second Reading.**
8. Communications from Mayor, Aldermen and City Administrator
  - a. Mayor presents the Distinguished Service Award to Walton Plummer, Eulis Biggs and Morris Fisher.
  - b. Mayor recognizes Senior Citizen's Coordinator.

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            |                              |

10. New Business

A. Consideration of the following resolutions:

1. **Resolution 09-17** – A resolution authorizing participation in the TML Risk Management Pool’s “Safety Partners” Loss Control Matching Grant Program.
2. **Resolution 09-18** – A resolution authorizing the sale by the Mayor and providing the details of not to exceed \$1,300,000 general obligation capital outlay notes, series 2009 and providing for the levy of ad valorem taxes in connection therewith.
3. **Resolution 09-19** – A resolution approving certain amendments and revisions to the personnel manual.

B. Consideration of the following ordinances:

1. **Ordinance 09-12** – An ordinance to de-annex certain territories including sections of Horseshoe Rd., Calista Rd., and Ozie Fulps/Fulks Rd. and remove the same from the corporate boundaries of the City of White House, Tennessee. (The property consists of approximately 298 acres including sections of Horseshoe, Calista and Ozie Fulps/Fulks Rd). **Second Reading.**
2. **Ordinance 09-13** – An ordinance amending the Municipal Code, Title 11, Chapter 1 Alcohol, Section 11-101. **Second Reading.**
3. **Ordinance 09-14** – An ordinance amending article IV of the Zoning Ordinance as indicated below, regarding permitting off-premise advertisement, maximum square footage for various temporary signs, sign permit review requirements, classification of signs as primary property use, prohibition of obscene signs, and protection of first amendment rights. **Second Reading.**

C. Finance

1. Board approval of the request to surplus one 1996 Ford Crown Victoria, VIN 2FALP4W8TX136906 by the Police Department.
2. Board approval of the 2009-2010 Paving Contract with Rogers Group, Inc.
3. Board approval of the 2009-2010 Roadway Repair Contract with Sessions Paving company.

4. Board approval of a contract with Hodges Group for the Greenway Bank Stabilization Project for \$43,200.
5. Board approval of American Reinvestment and Recovery Act (ARRA) Contract for Calista Road Improvements.
6. Board approval of American Reinvestment and Recovery Act (ARRA) Contract for the Fiber Optics Project.
7. Board consideration of payment request from Dyer and Boger regarding Fire Station #2.

## 11. Adjournment

**CITY OF WHITE HOUSE**  
**Minutes**  
***Board of Mayor and Aldermen Meeting***  
**July 16, 2009**  
**7:00 p.m.**

1. Call to Order by the Mayor  
Mayor Decker called the meeting to order at 7:01 pm.
2. Prayer/Pledge  
Prayer and Pledge to the American Flag by Ald. Bracey.
3. Roll Call  
Ald. Arnold – Present; Ald. Bibb – Present; Ald. Bracey – Present; Ald. Hutson – Present, Mayor Decker – Present. **Quorum Present.**
4. Adoption of the Agenda  
Motion was made by Ald. Arnold second by Ald. Bibb to adopt the agenda. A voice vote was called for with all members voting aye. **Agenda adopted.**
5. Approval of Minutes of June 18, 200 Meeting and the June 30, 2009 Meeting  
Motion was made by Ald. Bracey, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **June 18, 2009 and June 30, 2009 minutes approved.**
6. Welcome Visitors  
The Mayor welcomed everyone in attendance.
7. Communications from Mayor, Aldermen and City Administrator
  - a. Ms. Carrier informed the board that on June 13, 2009 she spoke to the Legislative committee regarding builder fee deferment and her proposal was denied.
  - b. The mayor spoke on his opposition to the green movement and globalization. He also encouraged the audience to revisit the documents of our fore-fathers including the Constitution and the Declaration of Independence.
8. 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. Arnold, second by Ald. Bracey 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 09-14** – A resolution to prohibit handguns in public municipal parks, natural areas, historic parks, nature trails, campgrounds, forests, greenways, waterways or other similar public places.  
Kim Reed-Bracey requested to speak regarding this resolution. She spoke about the right to bear arms and stated that she feels the resolution awards criminals while stripping citizens of their rights.  
Motion was made by Ald. Arnold, second by Ald. Bracey to deny. A voice vote was called for with Ald. Arnold, Ald. Bracey and Mayor Decker voting aye. Ald. Bibb and Ald. Hutson voted nay. **Resolution 09-14 was denied.**
2. **Resolution 09-15** – A resolution authorizing the temporary deferment of the collection of certain fees typically collected with the issuance of residential, commercial and industrial building permits in accordance with the Fee Deferment Program.  
Motion was made by Ald Bracey, second by Ald. Arnold to approve. A voice vote was called for with all members voting aye. **Resolution 09-15 was approved.**

B. Consideration of the following ordinances:

1. **Ordinance 09-12** – An ordinance to de-annex certain territories including sections fo Horseshoe Rd., Calista Rd., and Ozie Fulps/Fulks Rd. and remove the same from the corporate boundaries of the City of White House, Tennessee. (The property consists of approximately 298 cares including sections of Horseshoe, Calista, and Ozie Fulps/Fulks Rd.) **First Reading.**  
Motion was made by Ald. Bibb, second by Ald. Hutson to approve. **Ordinance 09-12 approved on first reading.**
2. **Ordinance 09-13** – An ordinance amending the Municipal Code, Title 11, Chapter 1 Alcohol, Section 11-101. **First Reading.**  
Motion was made by Ald. Bibb, second by Ald. Bracey to approve. **Ordinance 09-13 approved on first reading.**
3. **Ordinance 09-14** – An ordinance amending article IV of the Zoning Ordinance as indicated below, regarding permitting off-remise advertisement, maximum square footage for various temporary signs, sign permit review requirements, classification of signs as primary property use, prohibition of obscene signs, and protection of first amendment rights. **First Reading.**  
Motion was made by Ald. Bracey, second by Ald. Bibb to approve. **Ordinance 09-14 approved on first reading.**

C. Finance

1. Board Approval of the request to surplus one 2000 Ford Crown Victoria VIN 2FAFP71W5YX193914 by the Police Department.  
Motion was made by Ald. Bibb, second by Ald. Arnold to approve. A voice vote was called for with all members voting aye. **Surplus of 2000 Crown Victoria by the Police Department approved.**
2. Board approval of Choice Construction as the General Contractor for the Municipal Park Renovation Project, Phase 1.  
Motion was made by Ald. Arnold, second by Ald. Bibb to approve the recommendations of the Leisure Services Board. A voice vote was called for with 4 members voting aye and Ald. Arnold abstaining. A motion was made by Ald. Bibb to increase the approved funding for the project. A motion was then made by Ald. Hutson to split the difference for a total amount of \$1,628,000 with the city performing all of the demolition work.  
**The board approved Choice Construction as the General Contractor for the Municipal Park Renovation for a total of \$1,628,000.**
3. Board approval of a contract with CEMC for the relocation of a transformer with regard to the Municipal Park Renovation Project, Phase 1.  
Motion was made by Ald. Bibb, second by Ald. Arnold to approve. A voice vote was called for with all members voting aye. **Contract with CEMC was approved at \$14,000.**
4. Board approval of audit contract with Crosslin & Associates.  
Motion was made by Ald. Bibb, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Contract for audit services with Crosslin & Associates was approved for 2009 at \$32,500; 2010 at \$34,125 and 2011 at \$36,100.**

11. Adjournment

Motion was made by Ald. Bracey to adjourn at 8:55 p.m.

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John Decker, Mayor

ATTEST:

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Christie M. Odenwald, City Recorder

August 4, 2009

# MEMORANDUM

To: Board of Mayor & Aldermen  
From: John Grubbs – HR Director  
Re: Employee Recognition – Senior Citizen’s Coordinator

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## **Features of work:**

*Assists in promoting and making seniors aware of leisure activities available; works with seniors to determine what activities available; works with seniors to determine what activities and information would be most desirable; contacts potential patrons to elicit support of program.*

*Using motor vehicle, picks-up seniors, takes them to service area; fixes and serves lunch and/or snacks for seniors; obtains speakers for seniors and routine health events e.g., screenings; participates in games and other activities to pleasantly fill time; drives seniors home at end of activities; may go on field trips with seniors.*

Many of our citizens may not be familiar with the programs that go on every month that are geared specifically for our seniors. The activities include movie days, lunches, water aerobics, line dancing classes, crafts, games such as Wii Bowling; field trips to a variety of places and meals out and about such as trips to Chaffin’s Barn Dinner Theater or local dances.

Our Parks and Recreation Department’s Senior Citizen’s Coordinator puts in many caring hours and has developed many relationships within our senior community. As the job features above make clear, this job would require a special person to successfully make the connection with the seniors they serve. It is evident that our Coordinator puts her heart into making our citizens’ golden years active, rewarding and enjoyable.

## **Parks Senior Citizen’s Personnel**

Senior Citizen’s Coordinator – Vicky Russell



*REPORTS . . .*



**City of White House  
General Government Department  
Monthly Report of July 2009**

**Administration**

The City Administrator along with the Finance Director and Purchasing Coordinator interviewed auditing firms to prepare this year's audit. Of course the new auditors, Crosslin and Associates were approved on the July agenda. The City Administrator also met with the Finance Director and HR Director to review personnel handbook updates that will be required.

The City Administrator was very busy this month with economic development requests and meetings. Bear Creek is showing some activity and hopefully will continue development in the near future. The City Administrator is helping research for available options for development to continue. There has been more activity with the State and others receiving project requests and the City Administrator prepared those RFP's for submittal. The Forward Sumner Board meeting was held this month at the Holiday Inn in Hendersonville. The audit was reviewed and prepared by Lisa Stickel. The results showed no major findings. The Robertson County Joint Economic Community Development Board (JECDB) was also held which allowed a PowerPoint presentation from Mayor Sam Childs of Coopertown on Neighborhood Watch. Tennessee/Kentucky ICSC (International Council of Shopping Centers) was held in Louisville, KY. The City Administrator followed up on leads from the Las Vegas Conference and also met with The Shopping Center Group to discuss a possible marketing materials package.

The City Administrator and Planning Director attended the Sumner County Education Committee to request the deferral of fees approved by the BMA. This request was then moved to the Legislative Committee the following week and was denied. The City Administrator also prepared a presentation and proposal for the Sumner County Finance Committee for approval to match funds up to \$500,000 raised by the Friends of the Library. This item was discussed in a positive manner and will be addressed at the time funds are raised.

Website Management			
	July 2009	FY 08-09	FY 09-10
Number of Internal requests for website updates	13	136	13
Visits	7,786	*	7,786

The City Recorder has attended several free webinars in an effort to receive training and not incur costs. These webinars have covered ways to improve the City's website including social networking and managing information in the age of social media. The City Recorder also attended a Municipal Administration Program (MAP) class regarding new laws in Franklin, Tennessee. This class was presented by the Municipal Technical Advisory Service (MTAS).

The City Recorder has been working with Civic Plus, the City's website provider to increase its interaction with citizens by posting information two social networking sites, Facebook and Twitter. Beginning in August, citizens will be able to become a "fan" or "follower" of the City of White House on these sites.

Our City website has had 7,786 visits to our website during the month of July, which increased 82 visits from number of last month's visits. Below are the top 10 places that have visited our website, along with the number of visits per city.

City	Visits
Brentwood, TN	1785
Nashville, TN	1298
Goodlettsville, TN	482
Redmond, VA	330
Atlanta, GA	284
Antioch, TN	242
Dallas, TX	104
Madison, TN	88
Hermitage, TN	88
Murfreesboro, TN	77

\*White House was 11<sup>th</sup> this month with 68 visits

We also know that 32% of this month's visitors accessed our website through the Google search engine and 37% accessed our site directly. In addition, the percentage of returning visitors was 50% and the percentage of new visitors was approximately 50%.

**City of White House  
Finance Department  
Monthly Report of July 2009**

**Finance Section**

Delinquent property tax payments continued to trickle in during July, for a mere \$4,944.53 in receipts. All of these payments were from Robertson County parcels, but were not enough to change the percentages of taxes paid by county or total delinquencies. We are holding at 94% of the Robertson County taxes paid, 96% of the Sumner County taxes paid, and a delinquency rate of 5%, which is 2% higher than usual. We still have not received any information about the equalized tax rate, and the final budget document cannot be produced until we receive the equalized tax rate and the tax rate ordinance is approved.

The Finance Director spent a significant amount of time in July reviewing changes in the IRS code relevant to city personnel policies, and met with the Human Resources Director and City Administrator to review the details of proposed changes. July also provided opportunity to interview and select the new audit firm which was chosen at the July meeting. The Finance Director arranged a demonstration by VitalCheck for all Department Heads and Administrative Assistants. As a result of the demo, the management staff is currently considering the possibility and implications of accepting debit and credit card payments at each facility, as opposed to just accepting them for on-line payments as we currently do.

The Finance Director is participating in the Tennessee Municipal League's Business Tax Changes work group. As you may be aware, the State of Tennessee will be taking over business tax collection in the next couple of months. The work group along with the Department of Revenue wants to ensure a smooth transition. So far the things that we know are that Commissioner Farr intends to transition the collection process to the State for all cities this fall with the next class of business taxes that are due. That class is the one that includes contractors, and is perhaps the most difficult of the classes to collect because of some of the exemptions that have traditionally been allowed, and because of the records now required for any sub-contractors that are claimed. The work group has serious concerns about the feasibility of the move in that time frame, but we are assisting in every way that we can to make the move a success. This change will have a very direct impact on our local businesses. Businesses have traditionally been able to walk into city hall with gross receipts written on a napkin, and receive assistance from the Tax Clerk in getting the business tax return completed. While the business licensing function will still reside with cities, the state will now take on the collection of the business taxes. That means that these returns will have to be filed by mail or on-line with the State of Tennessee, and the level of assistance will not likely be the same that it has been at the local level. Additionally, the Department of Revenue has more resources to pursue delinquencies, and they do intend to do that in order to meet the increased revenue projections that were promised by this move during budget talks. Revenue officers have the authority to pad lock doors, and seize assets for delinquencies. Considering our current delinquency rate we could have a number of businesses visited by Revenue

Officers and potentially flagged for audit. The State of Tennessee is responsible for communication of the change, but the Finance Director is attempting to set up a meeting with someone from the paper to begin to get the word out to our local businesses so that we can attempt to prepare them for this change and get them ahead of the game.

The Finance Director met with new members of the Library and Museum Boards to discuss budget and finance issues related to their respective areas. The Cemetery Board met in July and is continuing work on the Walk through White House History event, which is scheduled for September 26, on the Greenway.

### Performance Measures

#### Payroll

Number of Payrolls	Number of Checks and Direct Deposits	Number of adjustments	Number of Void Checks
2 regular	3 paper checks 204 direct deposit	3 retroactive rate adjustments	None

#### Accounts Payable

July FY

Total Invoices Processed 191 191

#### Call and Counter Logs

	Finance	Admin.	Planning /Codes	HR	Parks	Police	Public Works	Waste Water	Gen City Info	Gen Non-City Info	County Info	Total
Calls	258	44	40	14	68	7	5	6	17	12	10	489
Customers	157	21	27	15	16	4	3	7	17	11	5	280

Finance	Accounts Payable	Business License	Property Tax	Court	Purchasing	Finance Directors Office	Total
Calls	3	21	78	100	50	6	258
Customers	2	25	23	102	2	3	157

### Purchase Orders

Codes	12	\$9,916.00
Fire	20	\$76,229.78
Police	40	\$9,088.46
Human Resources	3	\$1,621.74
Engineering	3	\$1,379.75
Administration	7	\$12,371.01
Finance	4	\$1,008.73
Court	2	\$18.33
Library	11	\$1,809.70
Wastewater	31	\$354,408.00
Public Works	18	\$11,743.71
Sanitation	17	\$14,124.44
Parks	36	\$28,523.18
Bldg. Maintenance	8	\$1,299.91
Cemetery	1	\$5,200.00
Total	213	\$528,742.74
Void	11	

	NUMBER OF PO'S	Value of PO's
<b>PURCHASE ORDERS \$0-\$999</b>	175	\$34,507.20
<b>PURCHASE ORDERS \$1000-\$9999</b>	32	\$91,871.79
<b>PURCHASE ORDERS OVER \$10,000</b>	6	\$402,363.75
<b>Total</b>	<b>213</b>	<b>\$528,742.74</b>

### Emergency Purchase Orders – July

<u>Number</u>	<u>Vendor</u>	<u>Items</u>	<u>Amount</u>	<u>Nature of Emergency</u>	<u>Department</u>
13347	Interactive Security Systems	Parts and Labor	\$564.00	Failure to obtain appropriate approval before purchase.	Police
13204	O'Reilly	Parts	\$199.16	Failure to obtain appropriate approval before purchase.	Public Works
13423	Cirrus	Parts	\$47.98	Failure to obtain appropriate approval before purchase.	Public Works

### Business License Activity

<u>Opened</u>	<u>Closed</u>	
3	6	
<u>Cumulative Information</u>		
<u>Class</u>	<u>Total Licenses</u>	<u>Delinquencies</u>
1	35	14
2	125	58
3	242	98
4	180	71
Total	582	241
Delinquency Rate		41%

### Municipal Court – Citations disposed either through court or payment

<b>Description</b>	<b>Total Charges</b>
Child Restraint 4-15 (1 <sup>st</sup> Offense)	7
Child Restraint-under 4	0
Miscellaneous Violation	0
Improper Backing	2
Driving Unregistered Vehicle	0
Failure to Stop at Stop Sign	0
Failure to Yield Right of Way	1
Financial Responsibility Law	13
Following Too Closely	5
Improper Equipment/Headlight Out	4
Motor Vehicle Requirements	0
Improper Passing	0
Drivers Exercise Due Care	1
Leash Law (Running At Large)	0
Light Law – Motor Vehicle	0
Codes Violations	0
Drivers License Law	5
No Tags (Animal Control)	0
Stop Signs	8
Open Container Law	0
Parking Violation	1
Vehicle Registration Law	11
Seat Belt Violation – 18 and Older	55
Speeding	100
Careless Driving	5
Disobedience to Traffic Control Device	1
Total	219

### Municipal Court – Case Disposition

<b>Disposition</b>	<b>Total</b>
Ticket Paid in Full – Prior to Court	96
Guilty as Charged	15
Dismissal	12
Dismissed upon presentation of insurance	11
Failure to Appear	0
Not Guilty	2
Dismissed to Traffic School	18
Dismissed with Costs and Fines	52
Dismissed with Costs	11
Dismissed with Fines	2
Case Transferred to County	0
Dismissed with Public Service	0
Total	219

# July 09 Monthly Report

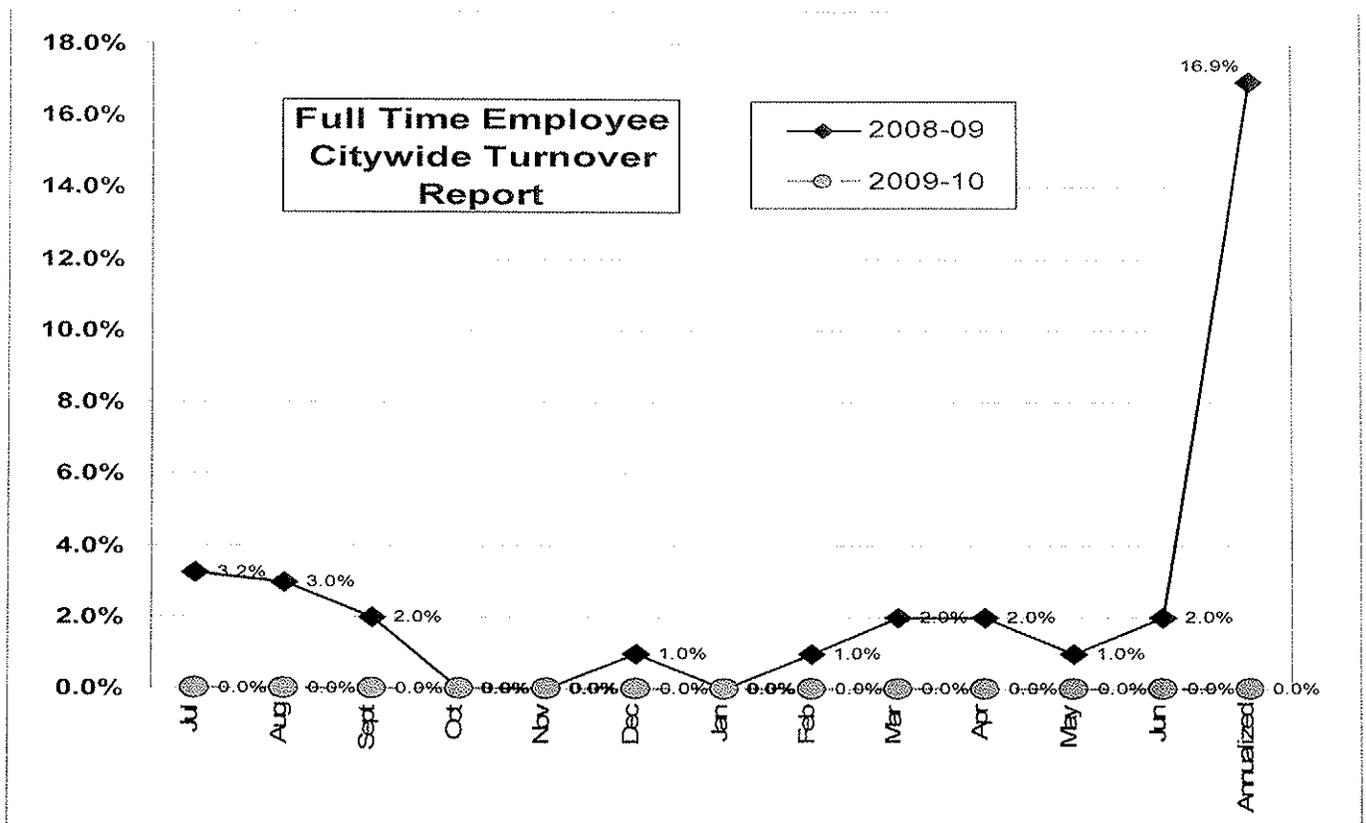
## Human Resources:

- Facilitated kickoff of State of TN Summer Youth Work Program
- Oriented new Firefighters (Matthew Detlefson and Keith Jerde)
- Initiated recruitment of Library Director
- Compiled quarterly Employment Security Report
- Assisted departments with disciplinary hearings and actions
- Participated in monthly safety committee meeting
- Continued file auditing for compliance

## Key Performance Indicators (Performance Measurements)

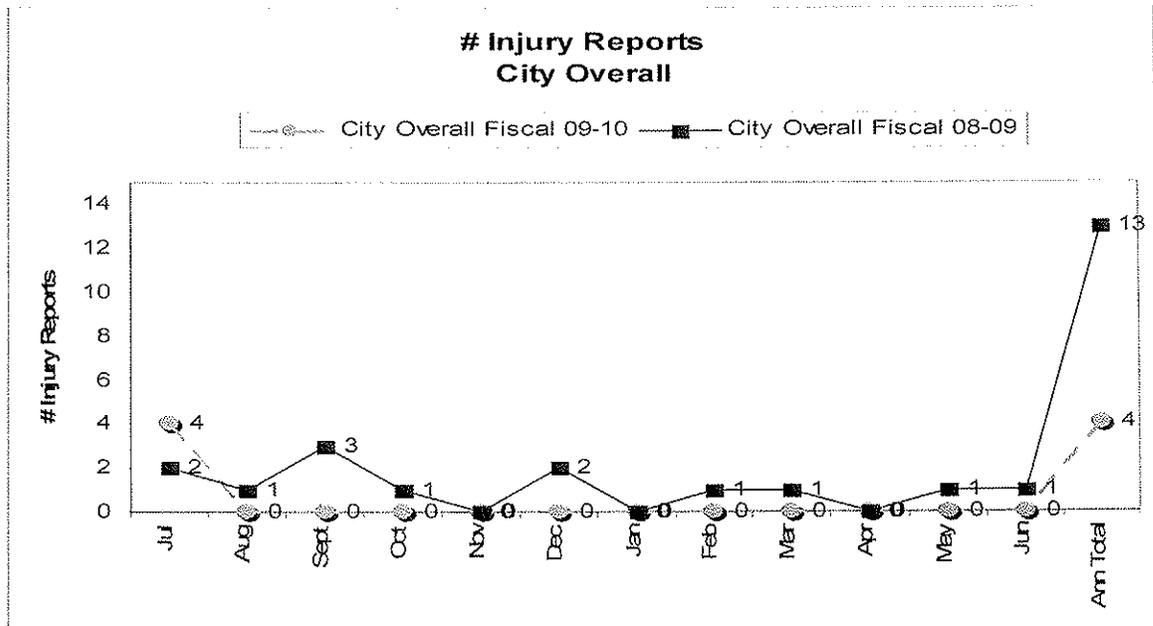
### Citywide Turnover

- Turnover overall for month of July 2009 for Full Time Employees was 0%
- Fiscal Year 2009/10 Turnover for Full Time Employees finished at 0%
- Highest Turnover departments last year (Fiscal 2008/09):
  - Police: 34.5 % Annualized (58.82 % of overall City turnover)
  - Wastewater: 27.3 % Annualized (17.65 % of overall City turnover)

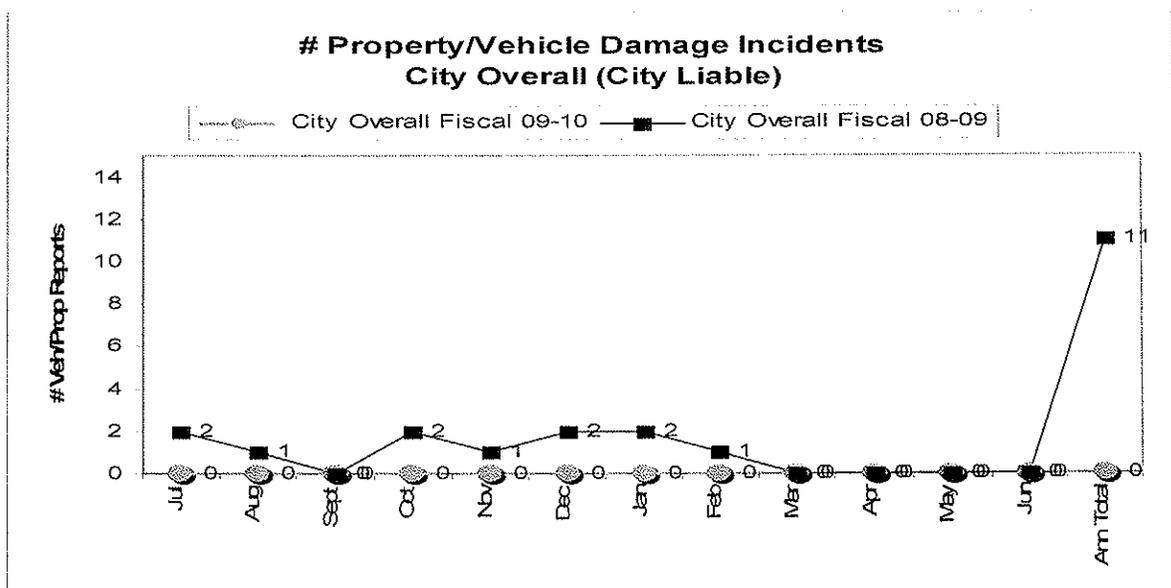


Safety

- Accidents resulting in injury in July 2009 were 4, up from 2, June 2009.
- Total accidents resulting in injury for Fiscal 2009/10 are 4, up from 2 same time last year.
- The departments with the highest total of injury accidents for Fiscal 2009-10 are:  
-Police (1), Fire (1), Public Works (1) and Wastewater (1) resulting in 25 % of overall injury accidents each



- Vehicle/Property damage claims (City liability) for the Month of July 2009 are 0, down from June 2009 (2).
- Vehicle/Property damage claims resulting in damage to City or Other Vehicle or Property total 0 for fiscal 2009/10, down from 2 same time last year.
- The departments with the highest total of damage claims relating to vehicle and/or property are:  
- None reported YTD



City of White House  
Police Department  
Monthly Report  
*July 2009*

**Departmental Highlights**

- The Governor's Highway Safety Office (GHSO) held a three day DUI (Driving Under the Influence) training in the Police Department Training Room on July 6th thru July 8th. The White House Police Department had three officers attend.
- Chief Herman attended the Vital Check Demo in the City Hall Board Room on July 8th.
- Chief Herman attended the Emergency Response Team board Meeting at Sumner County Sheriff's Office on July 9th.
- Chief Herman attended the Sumner County Dispatcher Consolidation meeting held at the Sumner County Administration Building on July 13th.
- Chief Herman attended the Robertson County 911 meeting held at the Robertson County Office Building on July 21<sup>st</sup>.
- Chief Herman attended the Sumner County Drug Task Force Meeting held at the Gallatin Police Department on July 22nd.
- Chief Herman attended the Robertson County Board of Education Student Resource Officer (SRO) meeting held at the Robertson County Board of Education on July 22nd.
- The White House Police Department Command Staff Meeting was held on July 23<sup>rd</sup> in the Chief Herman's Conference Room.
- Chief Herman and Cpl. Carney attended a Seizure hearing on an impounded vehicle at the Department of Safety on July 27<sup>th</sup>.
- Chief Herman and Sgt. Ring attended the Safety meeting held at Fire Station #2.

**Community Relations**

- Sgt. Enck instructed the Defensive Tactics class at the Tennessee Law Enforcement Training Academy on July 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup>. Sgt. Enck was called upon due to an injured instructor.
- Sgt. Enck instructed a Women's Self-defense class at the Church at Grace park on July 6<sup>th</sup>. He had approximately 25 participants.
- Captain Mingledorff taught an Identity Theft Prevention class to the Senior Citizens Center on July 8<sup>th</sup>.
- Captain Mingledorff visited and spoke to the Rotary Club on July 9<sup>th</sup> and to the Chamber of Commerce on July 14<sup>th</sup>. He promoted the significance of Safety Day and handed out flyers to all members.
- Sgt. Enck and Ofc. Frazier instructed Traffic School on July 9<sup>th</sup>.
- Sgt. Enck assisted the Tennessee Law Enforcement Training Academy with defensive tactics scenarios on July 29<sup>th</sup>.

### Citizens Police Academy

Nothing to report at this time.

### Wheels in Motion

Nothing to report at this time.

### Captain Street Smart

Nothing to report at this time.

### Crime in the City

	June 2008	July 2009	Percent Change	Total 2008	Total 2009	Percent Change
<b><i>Serious Crime Reported</i></b>	*					
Crimes Against Persons		12			65	
Crimes Against Property		40			184	
Crimes Against Society		45			143	
<b><i>Minor Crime Reported</i></b>		25			241	
<b><i>Traffic Crashes Reported</i></b>		14			131	

\* New data collected starting January 2009

### Protecting Persons and Property

	July 2008	July 2009	Percent Change	Total 2008	Total 2009	Percent Change
Arrest Criminals	50	86	+42%	413	380	-8%
Enforce Traffic Laws:						
Written Citations	207	245	+16%	1,477	1,851	+20%
Written Warnings	39	47	+17%	286	346	+17%
Residential Patrols	938	893	-5%	6,790	6,467	-5%
Business Checks	1,226	1,321	+7%	8,878	8,973	+1%
Extra Patrols	437	86	-80%	2,505	1,433	-43%
Property Watches	42	32	-24%	182	280	+35%
Assist Motorists	20	29	+31%	131	141	+7%

### Communications Section

	June 2008	July 2009	Percent Change	Total 2008	Total 2009	Percent Change
Calls for Service	1,100	1,212	+9%	7,416	8,002	+7%
911 Calls	40	41	+2%	306	280	-8%
Alarm Calls	35	40	+13%	232	251	+8%

\*Not accurately recorded until July 2007

## Animal Control

	June 2008	July 2009	Percent Change	Total 2008	Total 2009	Percent Change
Complaint Calls	*	33			274	
Animal Contacts		44			249	
Returned to Owner		4			77	
Sent to County Impound		28			132	
Adopted		0			10	
Animal Bite Incidents		2			3	
Traps Set		6			37	

\*New data collected starting January 2009

## K-9

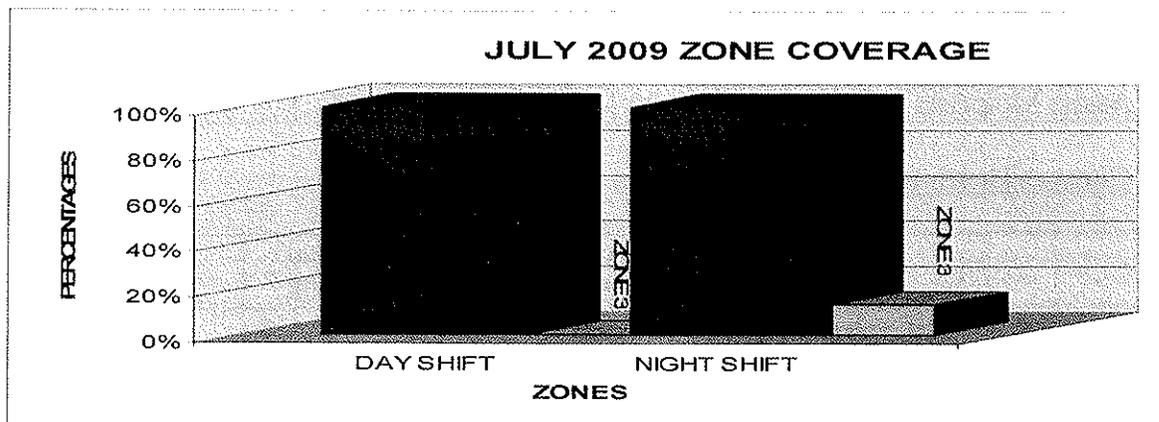
- Sgt. Ring with K9 Rascal and Officer Ghee with K9 Nike attended their monthly 8 hour training.

## Staffing

The police department is authorized 28 full-time and two part-time employees. Currently we are down one full-time Police Officer position, one Dispatcher Supervisor position, and a part-time records clerk position. Interviews for the Police Officer and Dispatch Supervisor positions were conducted in the month of February. Due to the hiring freeze, these positions will remain open at this time.

## Zone Patrol

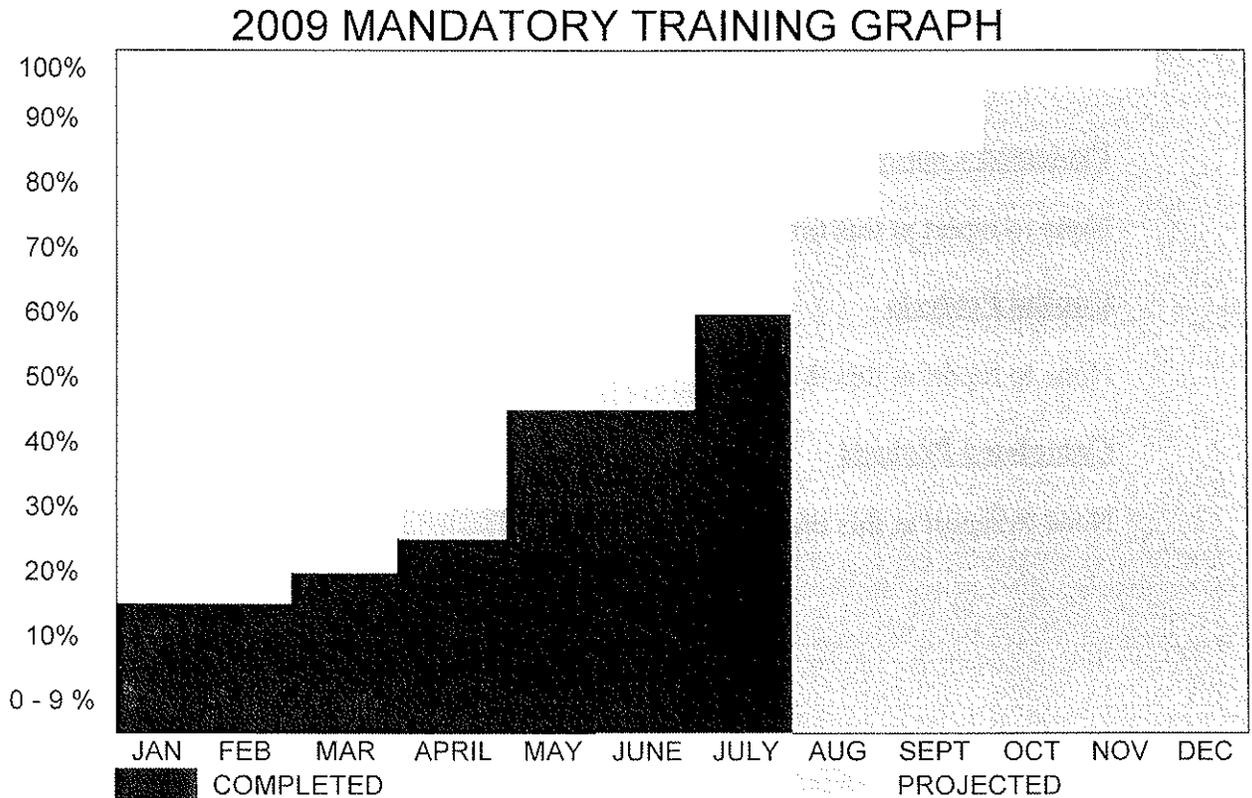
The City has been divided into three Zones. Zone 1 is our northern section of State Route 76, east and west to the northern border. Zone 2 is our southern section of State Route 76, east and west to our southern border. Zone 3 is our City property to include government buildings, City parks, the greenway, and cemetery. The goal is to have one officer from each of the four road patrol squads assigned to each of the three zones with a supervisor as backup for all three zones. We are going to use Reserve Officers to assist us with Zone 3 coverage. This will be difficult with staffing shortages, training, vacations, etc. but we will do our best.



## Training

The Tennessee Peace Officer Standards and Training Commission requires under rule 1110-4.01 and rule 1110-8.04 that all full-time and Reserve Officers participate in a P.O.S.T. approved forty (40) hour in-service training sessions each calendar year.

Looking at the graph, you can see how well we are doing at meeting this mandate.



- Cpl. Segerson and Officer Ghee completed a 40 class on criminal patrol.
- Cpl. Segerson completed a 3 day training session with the Sumner Co. Emergency Response Team.

## Additional Training

- Ginny Crusenberry and Kendra Pit, our two newest dispatchers, attended and completed NCIC (National Crime Information Center) Certification at Tennessee Bureau of Investigations (TBI).
- The Reserve Police Officers attended their monthly training on July 22<sup>nd</sup>. The instruction included 4 hours of defensive tactics.

**Cost Savings**

The following items were sold on Govdeals.com in the month of July. These items were Drug Seizure property awarded to the Police Department by the court.

Rigid Cordless Drill	\$39.00
Gary Fisher Mountain Bike	\$260.00
Aiwa Stereo System	\$33.00
Sanyo 26" TV	\$25.00
<b>Total</b>	<b>\$357.00</b>

**Projected Cost-Savings**

None to report at this time.

**Capital Projects**

None to report at this time.

**Completed Projects**

None to report at this time.

# City of White House Fire Department Monthly Report for July 2009

## Summary of Month's Activities

The Department responded to 71 requests for service during the month with 45 responses being medical emergencies. This July being an unusually wet July was an aid in reducing the grass and brush fires. On July 5<sup>th</sup> the department was dispatched to a reported clothes dryer fire when fire units arrived on scene the fire had been extinguished by the homeowner. Property damage was limited to the clothes dryer.

The department also responded to three vehicle accidents with injuries reported. There were four patients transported to area hospitals, two of which were a mother and an 11 month old infant, none of the injuries were considered serious.

## Update on the Department's Goals and Objectives

- Complete the annual apparatus fire pump testing by December 1<sup>st</sup>, 2009
- Complete our annual fire hose testing by October 1<sup>st</sup>, 2009
- Complete our annual ground ladder testing by September 1<sup>st</sup>, 2009
- Send three firefighters to the Driver/Pump Operator course at the State Fire Academy and complete it by June 1<sup>st</sup>, 2010
- Send two firefighters to the State Fire Academy to the Smoke Diver course by May 1<sup>st</sup>, 2010
- Complete our annual fire hydrant service by August 1<sup>st</sup>, 2009 (**This project is 90% complete**)
- 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 30<sup>th</sup>, 2009
- Organize a State Fire Academy Basic Firefighter course to be taught at Station 2 by August 30<sup>th</sup>, 2009 (**The class is scheduled to begin August 22, 2009**)
- Continue in the process of implementing the program of annual fire safety and pre-incident surveys of commercial and industrial properties in the city and have the program functioning by June 1<sup>st</sup>, 2010.

## Departmental Highlight

The July 4<sup>th</sup> celebration is always a full day of activity for the fire department. This year events started early in the day and ended about 10:30 PM. The little fire truck was used throughout the day to entertain the children and several times through out the day a fire engine provided some water to cool down the crowd. The fireworks display was challenging this year to say the least, with severe weather threatening the event. Fire personnel monitored the weather conditions continuously throughout the evening. Sadly, part of the program was cancelled and the fireworks display postponed until the threatening weather subsided.

### Department Cost Saving Report

There was not any significant cost savings associated with purchasing supplies or any project this month although all fire personnel are taking measures to reduce energy usage and fuel costs.

### Monthly Performance Indicators

#### Incident Responses

Structure Fires	0	Vehicle Accidents(general cleanup)	1
Cooking/Electrical Fires	0	Vehicle Accidents(With injuries)	3
Vehicle Fires	0	Rescue	1
Grass, Brush, Trash, Fires	0	False Alarms/Calls	9
Hazmat	1	Assist other Governmental Agency	1
Other Calls	10	Total Responses for the Month	71
Emergency Medical Responses	45	Total Responses Year to Date	517

#### Fire Fighter Training

Total Training Man-hours for the Month	294	Total Training Man-hours Year to Date	1947.5
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#### Fire Inspection

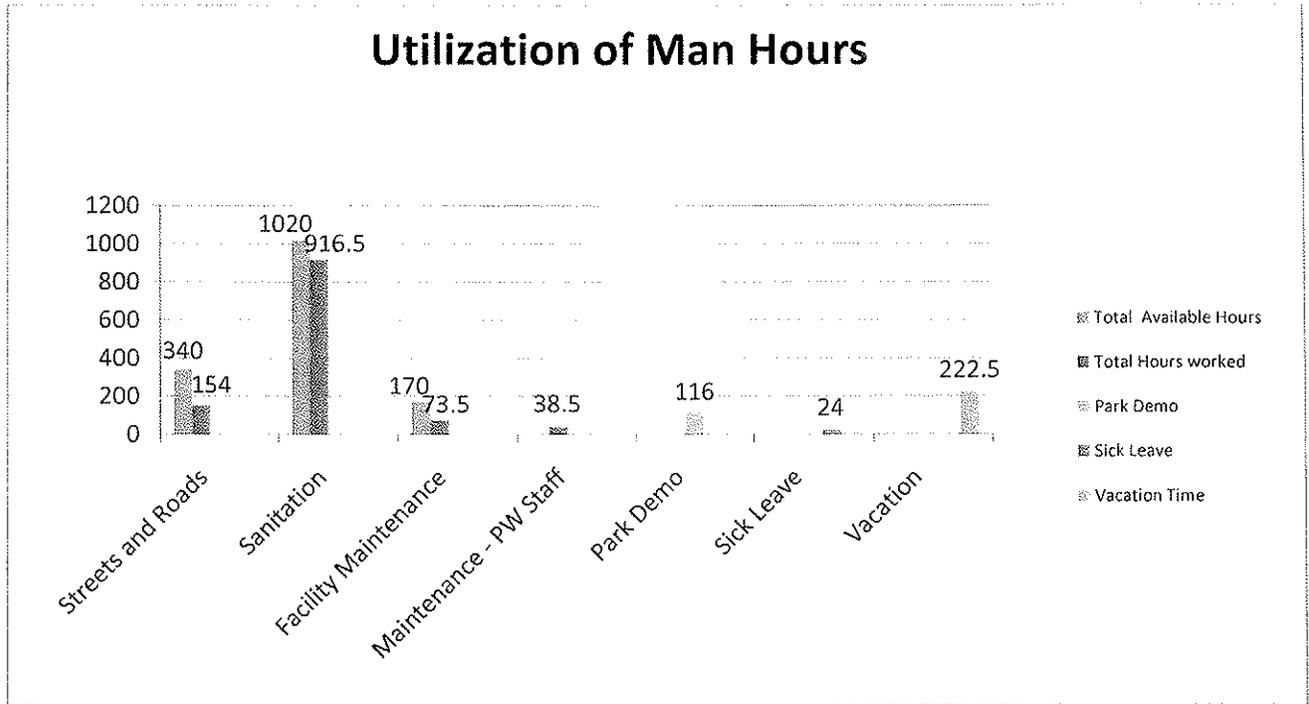
Fire Inspections	8	Plat / Plan Reviews	3
Fire Investigations	0	Fire Preplans	0

#### Public Fire Education

Participants	82	Education Hours	15
Participants Year to Date	1291	Education Hours Year to Date	83.75
Number of Occurrences	9	Number of Occurrences Year to Date	54

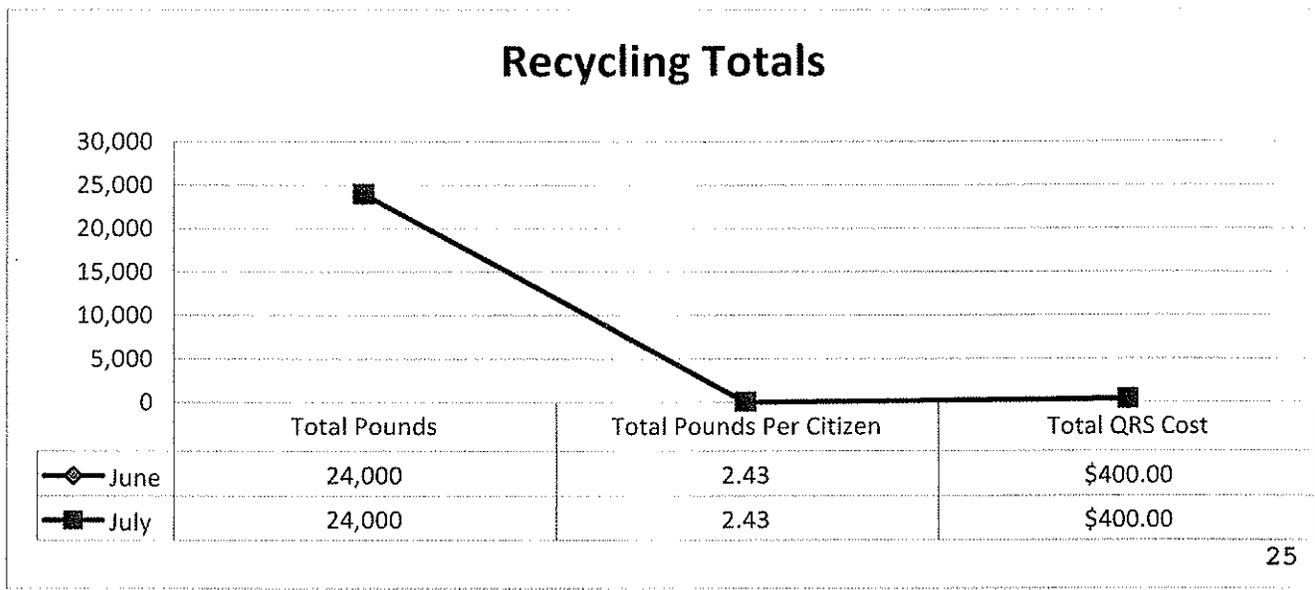
**City of White House  
Public Works  
July 2009**

**Monthly Performance Indicators**



The above chart represents the number of man hours vs. the total number of hours worked for the month of July by department. It also represents the number of sick and vacation days used by each department. There is no longer a vehicle maintenance mechanic. Routine maintenance has been performed by the Public Works staff on vehicles as needed. Members of our Streets and Roads, Facility Maintenance and Sanitation Departments assisted with the demolition project for the Parks Department. Those hours are also shown in the above chart.

**Recycling**



### Convenience Center

There were a total of 17 citizens that utilized our Convenience Center for the month of July. Total revenue received this month was \$1,110.40. This total includes revenue received from steel that was brought in to our facility to be recycled by the citizens of White House. Total operating cost for the month of July is yet to be determined at the invoice has not been received from Allied Waste.

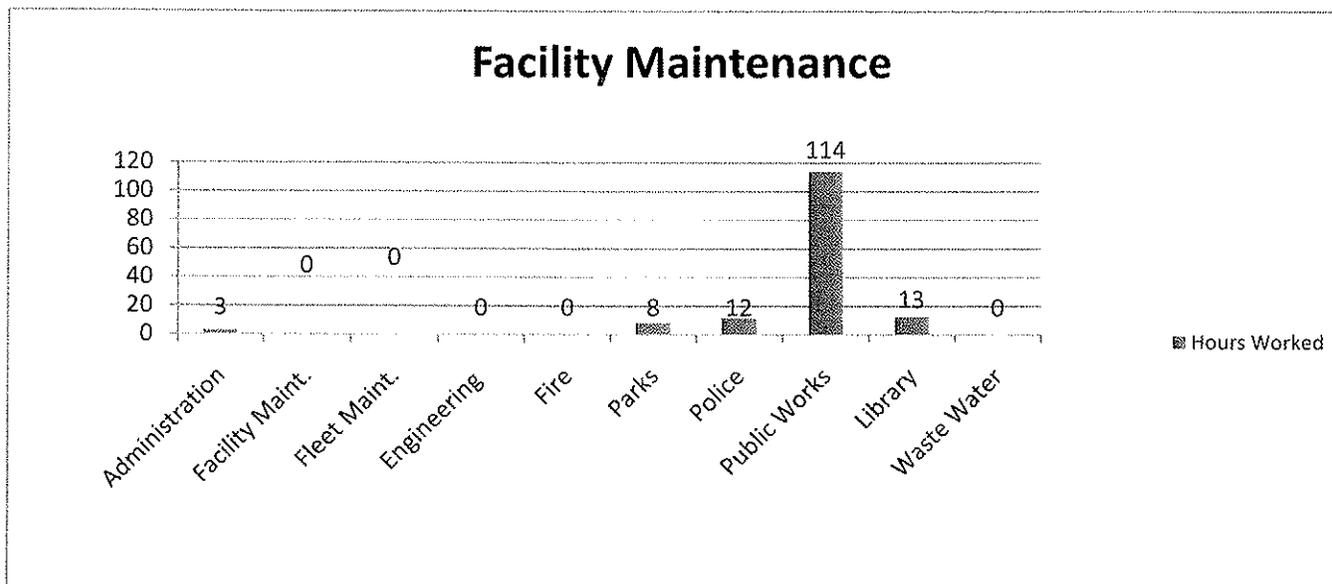
### Sanitation Enterprise Fund Totals

#### Monthly Performance Indicators

<u>Number of customers billed</u>	<u>Total Billed</u>	<u>Total Billed Year to Date</u>	<u>Revenue Received</u>	<u>Revenue Received Year to Date</u>
3574	Net Amount Billed \$55,320.00	\$55,320.00	\$54,105.69	\$54,105.69

### Facility Maintenance

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



### Staffing

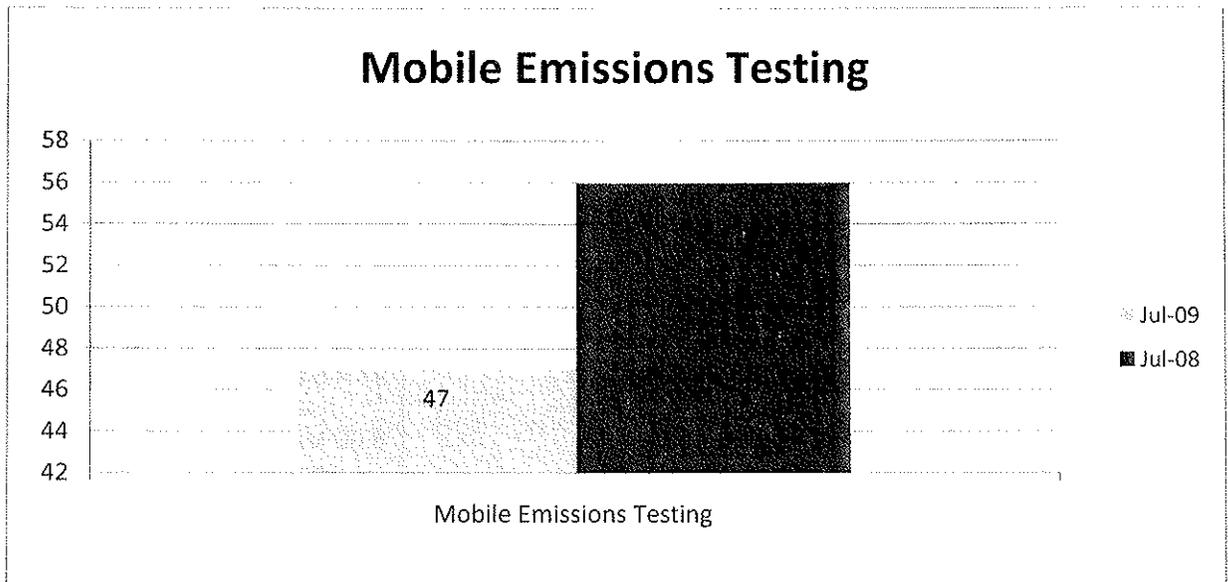
The public works department is authorized 14 full time employees. Currently we are down one full-time Street and Roads position and one Mechanic position. Due to the hiring freeze these positions will remain open at this time.

### Fleet Maintenance

The fleet maintenance service provided by the City for vehicles is no longer available at Public Works. Each department is utilizing the temporary services negotiated by our Purchasing Clerk until further notice.

**Mobile Emissions Testing for Sumner County**

The Public Works Facility will continue to be a site for Sumner County mobile emissions testing. Dates have been established through December of 2009. For the month of July, we had a total of 47 citizens utilize the mobile emissions testing station located at the Public Works Facility.



**Departmental On-Site Safety Training July 2009**

- Hazard of Oxycetelyne

**JULY 2009 TRUCK POUNDAGE AND FUEL COSTS**

- 19.20 average tons per day 654,620 pounds for the month of July.
- Total tonnage for the month of July was 327.31
- Total cost of fuel used for truck # 319 \$212.79
- Total cost of fuel used for truck # 320 \$1,025.02
- Total cost of fuel used for truck # 323 \$679.39
- Total cost of fuel used for #324 \$344.06
- Total cost of fuel for July = \$2,261.26

\*Fuel decreased \$44.79 from the month of June.

July 2009 – June 2010	Year to Date Totals
Tons per day	19.20
Pounds for 1 months	654,620
Tonnage for 1 months	327.31
Fuel used Truck #319	\$212.79
Fuel used Truck #320	\$1,025.02
Fuel used Truck # 323	\$679.39
Fuel used #324	\$344.06
Total Fuel cost for 1 months	\$2,261.26

# JULY B.M.A. REPORT 2009

## MONTHLY INDICATORS

### STREETS AND ROADS/SANITATION/BUILDING MAINTENANCE

<i>SERVICES PROVIDED</i>	<i>TOTAL</i>	<i>YTD</i>
BRUSH PICK UP	633	633
	Stops	Stops
BRUSH TRUCK LOAD	88	88
EMERGENCY CALL OUTS	0	0
DAMAGED CARTS REPLACED	29	29
NEW CARTS FOR NEW HOME CONSTRUCTION	14	14
ADDITIONAL CART REQUEST	2	2
CURBS REPAIRED	0	0
SHOULDERS REPAIRED	0 feet	0 feet
DRAINAGE REQUESTS	4	4
DRAINAGE WORK	0 feet	0 feet
LITTER PICK UP (50 GALLON BAGS)	97 = 6 bags per day	97 bags
LITTER PICK UP PER DAY (MILES)	8.00 Miles Avg. per day	122 Miles
POTHoles REPAIRED	30	30
SALT	0	0
SIGNS INSTALLED	1	1
HANDICAPPED PICK UP	78 Homes	78 Homes
MOVE IN SPECIAL PICK UP	3	3
MOVE OUT SPECIAL PICK UP	3	3
DEAD ANIMAL REMOVALS	3	0
CITIZENS REQUESTING A PICK UP DUE TO FORGETTING TO PLACE CART AT CURB AFTER ROUTE HAS BEEN COMPLETED.	14	14

*City of White House  
Wastewater Department  
Monthly Report for July 2009*

**Summary of Month's Activities:**

**Collection system:**

Over the past month staff has retro fitted twenty-five hydromatic simplex systems to E-one and installed eleven new vacuum valves and controllers within the vacuum systems. The department has also completed provided inspections to twenty-five new sewer service connections. (Includes finals and 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.

- EPA recall of Hach m-Coli Blue 24 (the method we used for E.coli): The State has determined that the systems are not responsible and therefore **No** Notices of Violations will be issued.

**Goals and Objectives Progress:**

- Heritage High School's on-site gravity infrastructure has been installed and passed inspections. At this time they have completed approximately 95% of the off-site installation however actual connection to the eight-inch main on Pleasant Grove Road and testing of the off-site main will **not be allowed** until all fees and charges have been paid.

**Departmental Highlight:**

- The department is sponsoring an intern for two months, August and September, who will primarily work with the Director to complete the *Standard Operating Procedure (SOP) and Standard Operating Guidelines (SOG) Manual*. The intern, Jennifer Ward, previously worked for the City Administrator in October and November 2008 and is now completing the second year of a two-year municipal management program coordinated by MTAS.

**Departmental Cost Saving Report:**

- Our portion of the crop sharing from the land lease was much improved over last year, earning the department \$12,826.52.

**Update on Summer Service:**

- The amount our residential customers saved from the automated adjustments for June service is \$23,962.71 for an average of \$6.60 per service connection.

**Monthly Performance Indicators and Year to Date Totals**

<b>Service Provided</b>	<b>Month</b>	<b>Totals for 2009-2010</b>	<b>Amount Billed</b>	<b>Revenue Received</b>	<b>Revenue Totals 09-10</b>
New service connections (Capacity fees)	6	6	\$10,400.00	\$10,400.00	\$10,400.00
Customers billed	0	N/A	Net amount billed \$0	*\$0	\$0
Applications or transfers for service	46	46	\$1,750.00	\$1,750.00	\$1,750.00
Late penalties applied	938	938	Amount Applied \$4,498.67		
Wastewater Adjustments	66	66	N/A	\$6,040.58	\$6,040.58
Administrative Fees	10	10	\$450.00	\$11,313.08	\$11,313.08
Service availability Requests	0	0	\$0	Included in Admin Fees	Included in Admin Fees
New service inspections (Connection fees)	6	6	\$900.00	\$900.00	\$900.00
Field inspection fee	1	1	\$300.00	Included in Admin Fees	Included in Admin Fees
Cut-offs for non-payment			\$450.00	Included in Admin Fees	Included in Admin Fees
Commitments for service	0	0	\$0	\$0	\$0
Bulk disposal	0	0	\$0	\$0	\$0
<b>Work Orders</b>	<b>40</b>	<b>40</b>			
Billing related service requests	79	79		<b>Months Total \$24,363.08</b>	<b>Total \$24,363.08</b>
Mainline repairs	0	0			
Service lines repaired	4	4			
L.P. service requests	114	114			
Gravity service requests	0	0			
Vacuum service requests	9	9			
<b>All service requests</b>	<b>202</b>	<b>202</b>			
Major Lift Station Repairs	2	2			
<b>Major Lift Station Responses to SCADA Alarms</b>					
North Palmers	63	63			
Calista	92	92			
Wilkinson	62	62			
Tyree	2	2			
	<b>Flow MGD</b>	<b>Plant Capacity</b>	<b>% of Capacity</b>		
Average Daily Flow (effluent)	.613	1.4 MGD	44%		

\* Revenue is from previous month's service

**The 2008-2009 Sewer User Fee year does not end until August 31, 2009**

<b>Service Provided</b>	<b>Month</b>	<b>Amount Billed</b>	<b>Revenue Received</b>	<b>Sewer Use Totals 08-09</b>
Customers billed	3,798	\$153,366.96	\$171,653.90	\$1,873,567.89

**2008-2009 Revenue Totals \$1,995,498.89**

The tracking of development has been removed from our monthly report until the economy changes and development increases.

**City of White House  
Planning and Codes Department  
July 2009 Monthly Report**

**Update on Department Objectives:**

Due to wet weather staff continued to work on multiple high grass cases. Staff worked on 92 property maintenance cases. Staff inspectors attended code classes regarding building plan review and residential sprinkler systems. Staff met with White House Utility District to discuss and request the Utility District's GIS information.

**Robertson County Growth Boundary:**

The Robertson County Commission is scheduled to review the request at its August Meeting. According to Robertson County staff, there was a mistake at the July Commission Meeting and the item was not reviewed or approved. Per State Law the Cities and County have 120 days from delivery date of files to either approve or deny the request, which was up at end of July. Failure to approve or deny the request is an automatic approval from the Cities and County. The next step will be for the Robertson County Coordination Committee to forward approvals to the State of Tennessee for formal approval.

**Department Highlight:** Approval of Planning Regions

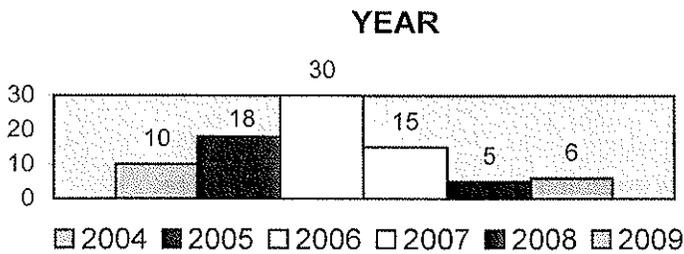
The City's Urban Growth Boundary is also the City's Planning Region Boundary. The City has different agreements with Robertson and Sumner County regarding review and approval processes for rezoning requests and development plans in the planning region. The City requested the Local Government Planning Advisory Council to review and approve that the planning regions be extended to the urban growth boundary. The City will have to follow the same process for extending the planning region to the expanded Robertson County urban growth boundary area.

**Cost Savings:**

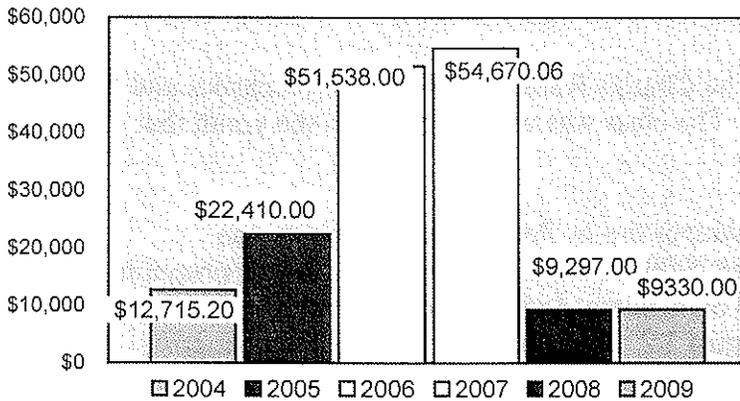
Staff has recently attended free code and planning training classes that were approved for continuing education credits. Staff also attends local classes to obtain certification hours and to reduce travel and registration costs.

## Monthly Report July 2009

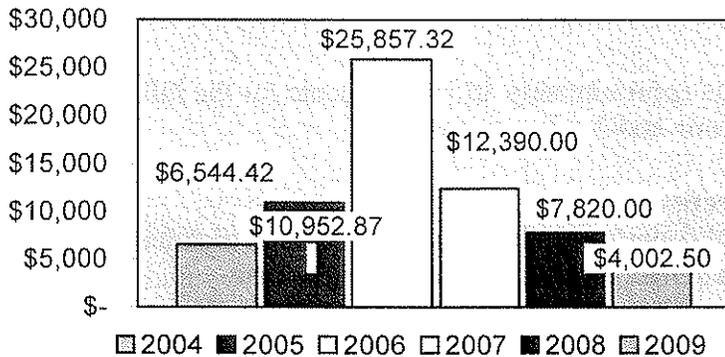
### Single Family Permits (July)



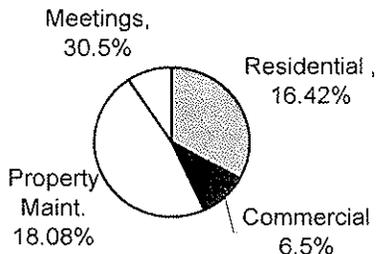
### Impact Fees (July)



### Permit Fees (July)



### Inspections / Meetings (July)



	Month	FY 09-10
<b>MEETING AGENDA ITEMS#</b>		
Planning Commission	6	6
Construction Appeals	0	0
Zoning Appeals	0	0
Training/Study Session	0	0
Property Maintenance	0	0
<b>PERMITS</b>		
Single Family Residential	6	6
Multi-Family Residential	0	0
Other Residential	22	22
New Commercial	1	1
New Industrial	0	0
Other Com/Ind	4	4
State Electrical	45	45
Sign	1	1
Occupancy Permits	23	23
Other	0	0
<b>BUILDING INSPECTIONS</b>		
Residential	64	64
Hours	16.42	16.42
Commercial /Industrial	19	19
Hours	6.5	6.5
<b>CODE ENFORCEMENT</b>		
Total Cases	92	92
Hours	18.08	18.08
Complaints Received	13	13
<b>MEETINGS</b>		
Administration	5	5
Hours	6.75	6.75
Planning	10	10
Hours	9	9
Codes	3	3
Hours	14.75	14.75
<b>FEEES</b>		
Permit Fees	\$ 4,002.50	\$ 4,002.50
Board Review Fees	\$ -	\$ -
City Impact Fee	\$ 9,330.00	\$ 9,330.00
Roads	\$ 3,400.80	\$ 3,400.80
Parks	\$ 2,376.00	\$ 2,376.00
Police	\$ 2,140.80	\$ 2,140.80
Fire	\$ 1,412.40	\$ 1,412.40
<b>PLANNING COMMISSION APPROVAL</b>		
Subdivision Lots	0	0
Commercial/Industrial Sq ft	0	0
Multi-Family Units	0	0
Other	0	0
<b>OTHER ITEMS</b>		
Subdivision Bonds	32 @ \$ 1,653,800	
Builders Bonds	\$	51,950.00
Workings Days in Month		17

**City of White House  
Parks, Recreation, & Cultural Arts Department  
Monthly Report July 2009**

**Summary of Month's Activities**

The White House Parks Fall Ball registration was completed in July. One hundred forty-nine (149) youth registered for the league. There will be fourteen teams competing in the program. Several teams began practice shortly after the team drafts. The season opener is scheduled for August 22<sup>nd</sup>. Picture day is also scheduled for that day.

Certified Golf Professional and Instructor Eddie Sherlin will conduct this year's Golf Clinic, which begins August 3<sup>rd</sup>. The clinic will be held at the White House Driving Range and it is open to all ages.

A summer Gymnastics class, hosted by The Charles Harding School of Gymnastics and Creative Arts, was completed this month. The class was well received by the youth that attended the classes.

The White House Men's Club, which organizes the Jr. Pro Football program, has registered approximately 217 youth for the 2009 season. The age groups for the program include ages 6-8, 9/10, and 11/12 yr. olds on 6 teams, 3 white and 3 blue. The annual Blue and White game will be held on August 15<sup>th</sup>. The Jamboree is the 22<sup>nd</sup> of August and the first official game of the season is August 29<sup>th</sup>.

The Jr. Pro Cheerleaders have registered 117 girls on 6 teams. The age groups are 7/8, 9/10, and 11/12.

The White House Youth Soccer league has approximately 425 participants for the fall season. This represents 46 recreational teams and 7 select teams.

**Update on Department Goals and Objectives**

In a spirit of immense cooperation, several departments from the City worked together to begin the demolition of 3 fields at the Municipal Park to make way for the new construction project to begin. The Parks and Recreation, Public Works, Waste Water, and Fire Departments all played a huge role in accomplishing this large task. The State of Tennessee had to approve the contractor for the project after the recommendation and approval by the City. The contract with Choice Construction will be signed in the month of August.

**Department Highlight**

Our 9<sup>th</sup> Annual Independence Day 5K was held on July 4<sup>th</sup> and 101 participants competed in the event. The overall winner was Bonita Paul, with a time of 18:53. Jacob Reeves was the overall male winner, running the race with a time of 19:36. Incidentally, Ms. Paul also won the 2008 Harvest Moon 10K.

**Department Cost Savings Report**

The department has not had to water the stadium football field any this month. In fact, it has not been irrigated any this year so far due to sufficient rainfall. It looks like August will be the first month in 2009 that irrigation will be needed for this field. This has not been the case in at least 7 years, possibly more. Typically we begin watering it by June.

Negotiations between the City and Choice Construction took place to arrive at a price that could be afforded for the Municipal Park Renovation project. Voluntary changes and accepted deductions from the bid form reduced the price of the new construction from \$1,770,049.90 to \$1,628,000 for a savings of over \$142,049.

PARKS AND RECREATION DEPARTMENT

July 2009

Division	Activity	Prior Years					Current Year	
		Year End FY 2005-2006	Year End FY 2006-2007	Year End FY 2007-2008	Year End FY 2008-2009	Actual Jul-09	YTD FY 2009-10	
Maintenance	Mowing Hours	1176	1020	1044	1853	332	332	
	Pounds of Grass Seed Sown	1990	4350	3670	5130	5	5	
	Pounds of Fertilizer Applied	11885	16795	6150	9200	1400	1400	
	Number of Trees/Shrubs Planted	22	69	57	259	0	0	
Recreation	Number of Youth Program Participants	358	326	377	353	0	0	
	Number of Adult Program Participants	409	291	857	2309	57	57	
	Number of Theatre Production Attendees	651	271	102	0	0	0	
	Number of Special Event Attendees	2881	3453	2865	2989	101	101	
	Total Number of Special Events Offered	5	6	8	11	1	1	
	Total Number of Programs Offered	16	13	23	46	5	5	
	Youth Program Revenue	\$32,137.06	\$31,045.38	\$22,095.25	\$25,414.98	\$10,056.00	\$10,056.00	
	Adult Program Revenue	\$19,080.40	\$14,713.00	\$15,246.25	\$19,337.35	\$168.00	\$168.00	
	Theatre Production Revenue	\$3,005.00	\$1,195.00	\$485.00	\$0.00	\$0.00	\$0.00	
	Special Event Revenue	\$1,492.15	\$7,557.50	\$6,476.00	\$4,993.25	\$1,515.00	\$1,515.00	
Administration	Number of Shelter Reservations	114	115	112	139	17	17	
	Hours of Shelter Reservations							
	Shelter Reservation Revenue	\$3,445.00	\$3,612.50	\$3,732.00	\$4,183.00	\$580.00	\$580.00	
	Number of Facilities Reservations	242	257	305	256	0	0	
	Hours of Facility Reservations							
	Facility Reservation Revenue	\$16,928.31	\$19,601.34	\$28,514.05	\$20,813.71	\$93.75	\$93.75	
	Misc. Revenue	\$25,914.38	\$36,238.58	\$39,729.53	\$115,858.99	\$253.34	\$253.34	
	Senior Center Participants	1812	2619	3993	2326	123	123	
	Number of Trip Participants	418	274	366	293	33	33	
	Number of Meals Participants	3757	3433	3430	3555	389	389	
Number of Program Participants				1407	50	50		
Number of Trips Offered	48	45	43	31	3	3		
Number of Meals Served	49	50	48	48	5	5		
Number of Programs Offered	7	4	5	45	4	4		

# **Library Monthly Report**

**July 2009**

-Judy Speight, Director

## **Summary of July's Activities**

The Summer Reading Program is over with a total of 11 programs and an attendance of 820. The final day was a picnic in the park with fun and games and prizes. 112 new library cards were issued and 6,994 library materials were checked out. Seven volunteers helped with the program.

The kick-off for the new Teen Book Club was a great success. Children ages 11 to 19 attended, and after the meeting it was decided that because of the wide age difference, a second book club would be formed. There will be a "High School" club and a younger "teens" club. The adult book club enjoyed hosting it. All book clubs will meet on the last Thursday of each month. Adults: 10:00 a.m.; Younger Teens: 5:00 p.m.; and High Schoolers: 6:00 p.m. Library Assistant, Amber Walker and volunteer, Loren Foley will facilitate the meetings.

The Brown Bag Lunch Program, Food Preservation, was attended by 7 people. The Extension Agent also tested attendee's pressure canner lids for adequate seal. Janet Parchman is continuing the computer classes, and she is doing an excellent job.

The Library Board met on the 9<sup>th</sup>, and here is a brief recap of the meeting. A printout of the 2010 budget was given to each trustee; Jim Bracey reported on the plans for MTAS study session with the board; the Executive Committee gave an update on the Friends of the Library; standing committee appointments were made; discussion of status of new Library Director search; new member orientation; how donations would be handled by the city and how they might affect the MOE agreement; the Museum & Welcome Center Ordinance; book sale plans. New officers for this year are: Chairman Richard Lane, V-Chair June Wilkinson, and Secretary Joyce Partain.

I attended the Vital Check demo with other city departments, and this is something that I hope can be implemented throughout the city. Library patrons would appreciate the option of paying fines and fees with their debit or credit cards.

## **Departmental Highlight**

The departmental highlight for July has to be the combined adult and teen book club meeting. Everyone had so much fun and all were prompted to participate. The one man who was there was a good sport and made everyone laugh!

## **Retirement Reception**

This will be my last monthly report before my retirement on August 28<sup>th</sup>, and I want you to know that I have truly enjoyed being your library director and working with you. The library staff is planning a retirement reception for me on the 20<sup>th</sup>, and I hope you can all drop in for a few minutes. We'll have cake!

## **Department Cost Saving Report**

For refreshments at the Summer Reading Program picnic, these local businesses donated items:

Al's Foodland – hot dogs, buns and cookies

Super Stop – catsup and mustard

Wendy's – napkins and cups

Kroger – Gift card used for drinks and popsicles

Sonic – coupon books for prizes

Also, Mr. Jeff Oehlkers, father of several of the children, provided the gas grill and cooked all the hotdogs.

WHITE HOUSE INN LIBRARY & MUSEUM  
PERFORMANCE MEASURES

Official Service Area Population: 12,667  
Total Memberships: 9,724  
Percent of the Population with Membership: 76.7

<u>Programs:</u>	<u>Sessions:</u>	<u>Attendance:</u>
Toddlers	1	45
Preschool	3	335
Teens	1	10
Adult	<u>3</u>	<u>19</u>
Totals:	9	405

Total Materials Available for Checkout: 25,064  
Estimated Value of Total Materials: \$626,600  
Last Month: \$620,000  
Total Materials Available Per Capita: 1.97  
Last Month: 1.95  
State Minimum Standard: 2.00

Wireless Internet Users: 53  
Computer Internet Users: 1048  
Volunteers: 10  
Total Hours: 143

Materials Added:  
Adult Fiction: 44  
Adult Non-Fiction: 43  
Child/Juvenile/Young Adult: 91  
Juvenile/Young Adult Non-Fiction: 12  
Audios: 6  
Movies: 33  
Music CD: 0  
Total: 229

Services Provided by Contracting With State:

Interlibrary Loan Service:  
Items Borrowed: 18  
Items Loaned: 6  
TN Electronic Library (TEL) Sessions:  
Inside Users: 0  
Remote Users: 17

Library Circulation:  
Total # of Checkouts: 6,994  
Last Month: 7,188  
Items Per Patron: 2.58  
State Minimum Standard: 2.5

R.E.A.D.S. (1<sup>st</sup> Qtr. Statistics):  
eBooks Downloaded:  
Audiobooks Downloaded:  
R.E.A.D.S. (2<sup>nd</sup> Qtr. Statistics):  
eBooks Downloaded:  
Audiobooks Downloaded:  
R.E.A.D.S. (3<sup>rd</sup> Qtr. Statistics):  
eBooks Downloaded:  
Audiobooks Downloaded:  
R.E.A.D.S. (4<sup>th</sup> Qtr. Statistics):  
eBooks Downloaded:  
Audiobooks Downloaded:  
(Statistics not yet available)

New Memberships:  
Adult: 66  
Senior Adult: 3  
Trustee: 2  
Child: 4  
Student: 25  
Young Adult: 12  
Total: 112

## Engineering Department Monthly Report July 2009

Engineering continued to work on the Federal requirements for ARRA (American Recovery and Reinvestment Act of 2009) funding for the City's Fiber Optic Project and improvements to Calista Road. Engineering designed the gabion wall, prepared bid documents, and advertised for the Greenway Bank Stabilization project. Engineering prepared the bid documents and advertised for the Paving and Roadway Repair project. Engineering finalized all requirements for the TDEC Categorical Exclusion request for environmental clearance on the Tyree Springs / S. Palmers Intersection project and will be moving into right-of-way acquisition next. Ron (City Engineer) and his wife Rebecca had their 4<sup>th</sup> child, Luke Andrew, on July 29<sup>th</sup>.

### Performance Indicators:

(Yearly numbers are based on the fiscal year July 1 to June 30)

#### ► Inspections:

	<u>This month</u> <u># inspections</u>	<u>This month</u> <u>last Year</u> <u># inspections</u>	<u>FY 09-10</u> <u>YTD</u> <u># inspections</u>	<u>FY 08-09</u> <u>Total</u> <u># inspections</u>
Erosion & Sediment Control	7	4	7	99
Detention / Retention Pond	4	11	4	77
Grading / Storm Drainage	8	15	8	60
Proof-roll (sub-grade & stone)	0	0	0	3
Binder	0	1	0	10
Sidewalks	6	5	6	67
Asphalt topping	2	0	2	7
Bond	4	8	4	88
Existing roads for repair	2	6	2	63
Surveying	0	1	0	16

	<u>This month</u>	<u>This month</u> <u>last Year</u>	<u>FY 09-10</u> <u>YTD</u>	<u>FY 08-09</u> <u>Total</u>
Total # hours on inspections:	29	47	29	519

#### ► Citizen Calls:

	<u>This month</u>			<u>This month</u> <u>last Year</u> <u># calls</u>	<u>Total Calls</u>	
	<u>Calls</u>	<u>Resolved</u>	<u>Outstanding</u>		<u>FY09-10</u> <u>YTD</u>	<u>FY08-09</u> <u>Last Year</u>
Drainage	6	4	2	8	6	124
Sidewalk	0	0	0	2	0	10
Roadway	3	2	1	2	3	51
Signs & Signals	0	0	0	4	0	90

## Engineering Department Monthly Report July 2009

▶ Projects:	<u>Funding</u>	<u>Status</u>
Tyree / Palmers Intersection	\$ 220,000 / City, State	State permitting (ROW & QA)
Paving & Roadway Repair	\$ 200,000 / City	Bidding
ARRA – Fiber Optics	\$ 960,000 / City, Fed	State Contract
ARRA – Calista Road	\$ 514,812 / Federal	State Contract
Hwy 76 Sidewalks	\$ 585,000 / State, Fed	State permitting (PE)
LPRF Grant - Parks Renovation	\$1,726,289 / City, Fed	Bidding
Greenway Bank Stabilization	\$ 76,500 / City	Bidding

- ▶ Training seminars / conferences:
- Sumner County Storm Water Group – White House City Hall Auditorium
  - EPA – Street Light LED programs – webinar
  - EPA – Green Streets O&M – webinar

## CITY COURT REPORT JULY 2009

**CITATIONS:**

TOTAL MONIES COLLECTED FOR THE MONTH	\$14,210.25
<b>TOTAL MONIES COLLECTED YTD</b>	<b>\$14,210.25</b>

**STATE FINES:**

TOTAL MONIES COLLECTED FOR MONTH	\$1,990.98
<b>TOTAL MONIES COLLECTED YTD</b>	<b>\$1,990.98</b>

<b>TOTAL REVENUE FOR MONTH</b>	<b>\$16,201.23</b>
--------------------------------	--------------------

<b>TOTAL REVENUE YTD</b>	<b>\$16,201.23</b>
--------------------------	--------------------

**DISBURSEMENTS**

LITIGATION TAX	\$473.53
DOS/DOH FINES & FEES	\$1,078.25
TBI FINES & FEES	\$0.00
RESTITUTION/REFUNDS	\$16.25
TRANSFER OUT FROM FINES & COURTS	\$0.00
WORTHLESS CHECKS	\$0.00
ADM. FEE FOR STATE	\$0.00

<b>TOTAL DISBURSEMENTS FOR MONTH</b>	<b>\$1,568.03</b>
--------------------------------------	-------------------

<b>TOTAL DISBURSEMENTS YTD</b>	<b>\$1,568.03</b>
--------------------------------	-------------------

<b>ADJUSTED REVENUE FOR MONTH</b>	<b>\$14,633.20</b>
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<b><u>TOTAL ADJUSTED REVENUE YTD</u></b>	<b><u>\$14,633.20</u></b>
------------------------------------------	---------------------------

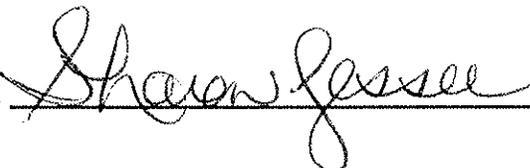
DONATION TO DRUG FUND FOR MONTH	\$1,607.87
TRANSFER TO DRUG FUND	\$0.00
	\$0.00

<b>DONATIONS YEAR TO DATE</b>	<b>\$1,607.87</b>
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DONATION TO CAMERA FUND FOR MONTH	\$0.00
	\$0.00

<b>DONATIONS YEAR TO DATE</b>	<b>\$0.00</b>
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CITY COURT CLERK

  
\_\_\_\_\_



*RESOLUTIONS . . .*

RESOLUTIONS

*August 13, 2009*

# **M E M O R A N D U M**

To: Board of Mayor and Aldermen

From: Ashley Smith, Director of Parks and Recreation

Re: Resolution 09-17 authorizing participation in the TML Safety Partners Grant

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Please consider the following resolution which authorizes participation in the TML Safety Partners Grant. This grant will reimburse 50% of the cost of approved safety items up to \$2,000 for the purchase of safety equipment related to worker's compensation. Grants are awarded on a first come, first awarded basis with applications due August 21<sup>st</sup>. Grants will be awarded the week of September 14<sup>th</sup>. If the City is selected to receive this grant, the Park Maintenance Division plans to use the funds to purchase a safety cabinet designed for the storage of flammable liquids.

**RESOLUTION 09-17**

**A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE,  
AUTHORIZING PARTICIPATION IN THE TML RISK MANAGEMENT  
POOL'S "SAFETY PARTNERS" LOSS CONTROL MATCHING GRANT  
PROGRAM**

**WHEREAS**, the safety and well being of the employees of the City of White House is of the greatest importance; and

**WHEREAS**, all efforts shall be made to provide a safe and hazard-free workplace for the City of White House employees; and

**WHEREAS**, the TML Risk Management Pool seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Loss Control Matching Grant Program; and

**WHEREAS**, the City of White House now seeks to participate in this important program.

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

Section 1. That the City of White House is hereby authorized to submit application for a "Safety Partners" Loss Control Matching Grant through the TML Risk Management Pool.

Section 2. That the City of White House is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Adopted this 20<sup>th</sup> day of August 2009.

\_\_\_\_\_  
John Decker, Mayor

ATTEST:

\_\_\_\_\_  
Christie M. Odenwald, City Recorder

August 5, 2009

# MEMORANDUM

To: Board of Mayor and Aldermen

From: Charlotte Soporowski, Finance Director **CKS**

Cc: Angie Carrier, City Administrator

Re: Resolution Authorizing Sale of Bonds to fund Parks Project

---

Passage of the following resolution will authorize sale of bonds to meet the matching requirement of the LPRF grant. The total amount budgeted for the project was \$1,668,289 with \$425,000 funded by the award of the LPRF grant. The remaining portion of \$1,243,289 and debt issuance costs will be covered by this debt issuance of \$1,300,000.

Contracts approved by the Board at the July meeting resulted in a budget overage on this project of approximately \$49,000. Staff recommends that we proceed with the bond resolution that was drawn up based on the original budget, and absorb any additional overrun from the \$49,000 overage as a reduction of fund balance.

Debt service related to this issuance is budgeted from the Park Sales Tax Fund. Should the Park Sales Tax Fund become depleted before the retirement of this debt, the debt service will roll into the General Debt Service Fund which is funded from property tax receipts. In addition to authorizing the issuance of the debt this resolution provides for the levy of additional ad valorem taxes sufficient to cover the related debt service should that ever become necessary.

If you have any questions about the bond issuance or the financing of the LPRF project in general, please let me know.

**RESOLUTION 09-18**

The Board of Mayor and Aldermen of the City of White House, Tennessee, met in regular session on August 20, 2009, at 7:00 o'clock p.m., at the Billy S. Hobbs Municipal Center in the City of White House, Tennessee, with John Decker, Mayor, presiding.

The following Aldermen were present:

The following Aldermen were absent:

Also, present were Christie Odenwald, City Recorder, and David M. Amonette, City Attorney.

\*\*\*\*\*

**OTHER BUSINESS**

\*\*\*\*\*

Upon motion duly made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the following resolution was introduced, and after due deliberation, was adopted by the following vote:

AYE:

NAY:

RESOLUTION AUTHORIZING THE SALE BY THE MAYOR AND PROVIDING THE DETAILS OF NOT TO EXCEED \$1,300,000 GENERAL OBLIGATION CAPITAL OUTLAY NOTES, SERIES 2009 AND PROVIDING FOR THE LEVY OF AD VALOREM TAXES IN CONNECTION THEREWITH.

WHEREAS, the Board of Mayor and Aldermen (the "Governing Body") of the City of White House, Tennessee (the "Issuer") has determined that it is necessary to make certain capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to, improvements and equipment for parks and other public facilities (the "Project"); and

WHEREAS, the Issuer is authorized by Sections 9-21-101 *et seq.* of the Tennessee Code Annotated to issue capital outlay notes for such purposes; and

WHEREAS, the Issuer proposes to issue not to exceed \$1,300,000 General Obligation Capital Outlay Notes, Series 2009 (the "Notes") pursuant to authority of Sections 9-21-101 *et seq.* of the Tennessee Code Annotated, as amended, to provide financing for the Project; and

WHEREAS, it is appropriate for this Board to provide the details of the Notes and the pledge of revenues thereto at this time.

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

SECTION 1. In order to provide financing for capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to, improvements and equipment for parks and other public facilities (the "Project") and to pay legal, fiscal and administrative costs incident to the foregoing and to the issuance of the Notes, the Issuer shall borrow a sum not exceeding \$1,300,000, and General Obligation Capital Outlay Notes, Series 2009 of the Issuer in the principal amount borrowed shall be issued pursuant to Sections 9-21-101 *et seq.*, inclusive, of the Tennessee Code

Annotated as amended. It is hereby found and determined by the Governing Body that (a) the Project is necessary and in the best interests of the Citizens of the Issuer, (b) the issuance of the Notes as soon as practicable is in the best interests of the Issuer, and (c) the Issuer will be able to amortize the Notes and all other indebtedness now outstanding and any indebtedness anticipated to be issued by the Issuer.

SECTION 2. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(b) “Financial Advisor” shall mean Morgan, Keegan & Company, Inc., Knoxville, Tennessee.

(c) “Governing Body” shall mean the Board of Mayor and Aldermen of the Issuer;

(d) “Issuer” shall mean the City of White House, Tennessee;

(e) “Mayor” shall mean the duly elected Mayor of the Issuer from time to time.

(f) “Note Registrar” shall mean the City Recorder.

(g) “Notes” shall mean the General Obligation Capital Outlay Notes, Series 2009, of the Issuer, in an aggregate amount not to exceed the principal amount specified in Section 1, to be dated as of their date of issuance or as otherwise permitted pursuant to Section 8, authorized to be issued by this resolution;

(h) “Project” shall mean certain capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to, improvements and equipment for parks and other public facilities

SECTION 3. The Mayor is hereby authorized and directed to determine the principal amount of the Notes not to exceed the principal amount specified in Section 1 to be actually issued (which may be in one or more emissions) and to effect adjustments in the date of maturity and optional redemption provisions set forth herein as authorized in Section 8. The determinations made by the Mayor, as described above, and the finalization of the details of the Notes and sale of the Notes to the purchaser by the Mayor shall be binding on the Issuer and no further action by the Governing Body with respect thereto shall be required.

Prior to the sale of the Notes, the Issuer shall submit a copy of this resolution authorizing the Notes to the State Director of Local Finance for approval together with any additional information required. In its request for approval, the Issuer shall state and demonstrate that the proposed sale is feasible and in the best interests of the Issuer, and that the Issuer should be able to amortize the Notes and all other indebtedness now outstanding and any indebtedness anticipated to be issued.

SECTION 4. The Mayor, working with the Financial Advisor, is hereby authorized and directed to conduct a sale of the Notes to one or more financial institutions as determined by the Mayor pursuant to the informal bid process described in Section 9-21-609 of the Tennessee Code Annotated, as amended.

SECTION 5. The Mayor and City Recorder, working with the Financial Advisor, are hereby authorized and directed to provide appropriate financial information to the proposed note purchasers, provided, however, that no official statement shall be required in connection with the sale of the Notes to one or more banks or financial institutions that execute appropriate investment letters in connection with such purchase.

SECTION 6. The Mayor is hereby authorized and directed to sell General Obligation Capital Outlay Notes, Series 2009, to determine the principal amounts of the Notes not to exceed the amounts specified in Section 1 to be actually issued (which may be in one or more emissions), to effect adjustments in the maturity schedules and optional redemption provisions set forth herein as authorized in Section 8, and to sell the Notes at not less than ninety-nine percent (99%) of the par value. The determinations of the Mayor, as described above, and the sale of the Notes by the Mayor shall be binding on the Issuer and no further action by the Governing Body with respect thereto shall be required.

After the issuance and sale of the Notes and for each year that any of the Notes are outstanding, the Issuer shall submit its annual budget to the State Director of Local Finance for approval immediately upon the Issuer's adoption of the budget.

SECTION 7. Subject to the adjustments permitted pursuant to Section 6, the Notes shall be designated "General Obligation Capital Outlay Notes, Series 2009," shall be dated as of their date of issuance, shall be numbered from 1 upward and shall be of any denomination, including but not limited to a single note with principal retirement provisions or notes which mature in accordance with a principal retirement schedule. In addition, the Notes may be issued as a single note representing a straight line of credit in the maximum authorized principal amount.

SECTION 8. The Notes shall bear interest, payable not less than annually, as determined by the Mayor, at the rates per annum approved by the Mayor, not to exceed five and one-half percent (5 ½%) per annum, shall mature or have principal retirement as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>
June 1, 2011	\$80,000.00
June 1, 2012	\$85,000.00

June 1, 2013	\$90,000.00
June 1, 2014	\$95,000.00
June 1, 2015	\$100,000.00
June 1, 2016	\$105,000.00
June 1, 2017	\$110,000.00
June 1, 2018	\$115,000.00
June 1, 2019	\$120,000.00
June 1, 2020	\$125,000.00
June 1, 2021	\$135,000.00
June 1, 2022	\$140,000.00
Total	\$1,300,000.00

The Notes shall be subject to option of prior redemption at par at any time, provided that the Mayor may make changes in the maturity date and optional redemption provisions as he deems advantageous to the Issuer.

The term of the Notes will not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least thirteen (13) years.

SECTION 9. The City Recorder shall be the initial note registrar (the "Note Registrar") with respect to the Notes and shall maintain Note registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, and to cancel and destroy Notes which have been paid at maturity or upon earlier redemption or submitted for exchange, transfer or cancellation and to furnish the Issuer with a certificate of destruction. The Note Registrar shall maintain registration books for the registration and registration of transfer of the Notes, which books shall be kept in a

manner that complies with the requirements of Section 149 of the Internal Revenue Code of 1986, as amended, and Regulations thereunder (or under corresponding provisions of prior law, if applicable) for recordkeeping relating to "registration-required bonds" and in accordance with the Tennessee Public Obligations Registration Act (T.C.A. §9-19-101 et seq., as amended).

SECTION 10. The Notes shall be payable, both principal and interest, in lawful money of the United States of America at a financial institution designated by the Noteholder in the State of Tennessee. Payment of principal of and premium, if any, and interest on the Notes shall be made upon presentation and surrender of such Notes to the Note Registrar at maturity or upon earlier redemption.

The Notes are transferrable only by presentation to the Note Registrar by the registered owner, or his legal representative duly authorized in writing, of the registered Note(s) to be transferred with the form of assignment on the reverse side thereof (or attached thereto) completed in full and signed with the name of the registered owner as it appears upon the face of the Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Note(s) in such form and with such documentation, if any, the Note Registrar shall issue a new Note or Notes to the assignee(s) in such authorized denominations, as requested by the registered owner requesting transfer. No charge shall be made to any registered owner for the privilege of transferring any Note, provided that any transfer tax relating to such transaction shall be paid by the owner requesting transfer. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Issuer nor the Note Registrar shall be affected by any notice to the contrary, including, but not limited to, any previous transfer request not accompanied by acceptable documentation.

The Notes shall be signed by the Mayor with his manual or facsimile signature, shall be attested by the City Recorder by his or her manual or facsimile signature, and shall have imprinted or impressed thereon the official seal of the Issuer (or a facsimile thereof).

The Note Registrar is hereby authorized to authenticate and deliver the Notes from time to time to the original purchasers thereof or as it or they may designate upon receipt by the Issuer of the proceeds of the sale thereof, together with any necessary documentation, and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Note(s) to be transferred in proper form with proper documentation as hereinabove described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of an officer thereof on the certificate set forth herein on the Note form.

In case any Note shall become mutilated, or be lost, stolen, or destroyed, the Issuer, in its discretion, shall issue, and the Note Registrar shall authenticate and deliver a new Note of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Note, or in lieu of and substitution for such lost, stolen or destroyed Note, or if any such Note shall have matured or shall be about to mature, instead of issuing a substituted Note the Issuer may pay or authorize payment of such Note without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Issuer and the Note Registrar of the destruction, theft or loss of such Note, and indemnity satisfactory to the Issuer and the Note Registrar, and the Issuer may charge the applicant for the issue of such new Note an amount sufficient to reimburse the Issuer for the expense incurred by it in the issue thereof.

No charge shall be made to any registered owner for the privilege of transferring any Note, provided that any transfer tax relating to such transaction shall be paid by the registered

owner requesting transfer. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Issuer nor the Note Registrar shall be affected by any notice to the contrary whether or not any payments due on the Notes shall be overdue. The Notes, upon surrender to the Note Registrar, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in any authorized denomination or denominations.

SECTION 11. The Notes shall be in substantially the following form with appropriate adjustments:

(Form of Note)

REGISTERED	REGISTERED
Number _____	\$1,300,000.00

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTIES OF ROBERTSON AND SUMNER

CITY OF WHITE HOUSE  
GENERAL OBLIGATION CAPITAL OUTLAY NOTE, SERIES 2009

Interest Rate:	Maturity Date:	Date of Note:
_____	_____	_____, 2009

Registered Owner:

Principal Amount: ONE MILLION THREE HUNDRED THOUSAND AND NO/100  
(\$1,300,000) DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That the City of White House in the State of Tennessee (the "Issuer"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth, or the portion thereof from time to time outstanding, on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to

pay interest (computed on the basis of a 360-day year of twelve 30-day months) on the principal amount from time to time outstanding, at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on \_\_\_\_\_ and (monthly, quarterly, semiannually, annually) thereafter until this Note matures or is redeemed. The Issuer shall make principal payments on the outstanding principal balance annually in accordance with the following schedule:

Date	Principal Amount
June 1, 2011	\$80,000
June 1, 2012	\$85,000
June 1, 2013	\$90,000
June 1, 2014	\$95,000
June 1, 2015	\$100,000
June 1, 2016	\$105,000
June 1, 2017	\$110,000
June 1, 2018	\$115,000
June 1, 2019	\$120,000
June 1, 2020	\$125,000
June 1, 2021	\$135,000
June 1, 2022	\$140,000
Total	\$1,300,000

[This Note represents a straight line of credit in an authorized principal amount not-to-exceed \$1,300,000. Once the total amount has been advanced, the Issuer is not entitled to further loan advances. Advances under this Note shall be requested in writing by the Mayor and all such

requests for advances shall be made on or before \_\_\_\_\_. The unpaid balance owing on this Note may be evidenced by endorsements on this Note or by the Registered Owner's internal records, including daily computer printouts.]

Both principal hereof and interest hereon are payable in lawful money of the United States of America. The Issuer shall make all principal and interest payments with respect to this Note directly to the registered owner hereof shown on the Note registration records maintained by the City Recorder, as Note Registrar (the "Note Registrar"), and at final payment or maturity upon presentation and surrender of this Note, and such payment shall discharge the obligations of the Issuer to the extent of the payments so made.

At the option of the Issuer, this Note may be prepaid and retired by the Issuer at any time with or without notice by paying the principal amount hereof and accrued interest to the date of such payment and without the payment of any premium, and upon such payment the Registered Owner shall surrender this Note for cancellation.

This Note is transferable by the registered owner hereof in person or by such owner's legal representative duly authorized in writing at the office of the Note Registrar, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Issuer nor the Note Registrar shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue. Notes, upon surrender to the Note Registrar, may, at the option of the registered owner thereof, be exchanged

for an equal aggregate principal amount of the Notes of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Note Registrar shall not be required to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the Issuer to call such Note for redemption.

This Note is one of a series of Notes, all of like date, tenor and effect, except as to number, rate of interest and date of maturity, in an aggregate principal amount of \$1,300,000 issued for the purpose of providing funds to finance (i) certain capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to, improvements and equipment for parks and other public facilities; and (ii) the payment of legal, fiscal, and administrative costs incident to the foregoing and to the issuance of Notes, and is issued under and pursuant to and in full compliance with the Constitution and statutes of the State of Tennessee, including Tennessee Code Annotated, Sections 9-21-101 *et seq.*, inclusive, and pursuant to a Resolution duly adopted by the Board of Mayor and Aldermen of the City of White House, Tennessee, on August 20, 2009. It is hereby certified, recited and declared that all acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Note, in order to make the same a legal, valid and binding obligation of the City of White House, Tennessee, have happened, do exist and have been performed in regular and due time, form and manner as required by law; that due provision has been made for the levy and collection of a direct annual tax, as may be found necessary each year, upon all taxable property within the City of White House, Tennessee, sufficient to pay the principal hereof and interest hereon as the same become due and payable; that for the prompt payment of principal and interest on this Note, the full faith

and credit of the Issuer are hereby irrevocably pledged and that this Note and the issue of which it forms a part, together with all other indebtedness of the City of White House, Tennessee, do not exceed any applicable Constitutional or statutory debt limit.

This Note and the income herefrom are exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, transfer and estate taxes and except Tennessee franchise, excise and corporate privilege taxes applicable to certain holders.

[This Note is a "qualified tax-exempt obligation" designated by the Issuer for purposes of Section 265(b) (3) (B) of the Internal Revenue Code of 1986, as amended.]

IN WITNESS WHEREOF, the City of White House, Tennessee, through its Board of Mayor and Aldermen, has caused this Note to be signed by its Mayor by his manual or facsimile signature and countersigned by the manual or facsimile signature of its City Recorder under the impressed or imprinted seal (or a facsimile thereof) of the Issuer all as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

COUNTERSIGNED:

CITY OF WHITE HOUSE, TENNESSEE

(SEAL)

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Mayor

Transferable at the office of  
the City Recorder of the City of White House,  
Tennessee

Date of Registration: \_\_\_\_\_, 2009

This Note is one of the issue of Notes issued pursuant to the Resolution hereinabove described.

\_\_\_\_\_  
Christie Odenwald,

City Recorder, City of White House, Tennessee

(Form of Assignment)

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ whose address is \_\_\_\_\_ [\_\_\_\_\_ (please insert social security number or tax identification number)], the within mentioned Note and hereby irrevocably constitutes and appoints the Fayette County Clerk, as Note Registrar, to transfer the same on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

Signature Guaranteed:

\_\_\_\_\_

Notice: The signature must correspond with the name of the registered owner as it appears on the face of the within note in every particular, without alteration or enlargement or any change whatsoever.

Notice: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Note Registrar.

(No writing in this blank except by the Registrar)

Date of Registration	In Whose Name Registered	Signature of Registrar


SECTION 12. When the Notes hereby authorized are issued, the same shall be the absolute and general obligations of the City of White House, Tennessee, to the payment of which the full faith, credit and resources of the City of White House, Tennessee, are hereby irrevocably pledged, and in order to provide for the payment of the Notes and the interest thereon, there shall be and there is hereby directed to be levied and collected, at the same time and in the same manner as other taxes of the City of White House, Tennessee, are levied and collected, a direct, continuing annual tax upon all taxable property within the boundaries of the City of White House, Tennessee, in such amount as may be found necessary each year to provide for the payment of the principal of the Notes and the interest thereon, as the same mature and become due.

It shall be the duty of the tax-levying and collecting authorities of the City of White House, Tennessee, in each year while any of the Notes issued hereunder shall remain outstanding and unpaid, without any further direction or authority to levy and collect the taxes herein provided for, and the rate of taxation to be levied in each year shall be sufficient, after making allowance for delinquencies in the payment of taxes and the cost of collection, to provide the sums required in each year for the payment of the principal and the interest on the Notes. Should there be a failure in any year to comply with the requirements of this Section, such failure shall

not impair the right of the holders of any of the Notes in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Notes herein authorized to be issued, both as to principal and interest. Principal and interest falling due at any time when there are insufficient funds on hand shall be paid from the current funds of the Issuer and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from the general funds of the Issuer to the payment of debt service on the Notes.

SECTION 13. Remedies of Noteholders. Except as herein expressly limited, the registered owners of the Notes shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Tennessee and of the United States of America for the enforcement of payment of such Notes and the interest thereon and of the pledge of the revenues made hereunder and of the covenants of the Issuer hereunder, including all the benefits and rights granted by Sections 9-21-101 et seq. of the Tennessee Code Annotated.

SECTION 14. From the proceeds of the sale of the Notes, accrued interest (if any) shall be deposited to the Note Fund of the Issuer and used to pay interest on the Notes at maturity.

From the remaining proceeds, all costs of issuance and sale of the Notes, including necessary legal, accounting, fiscal, printing, and similar expenses shall be paid or provided for.

The balance of the proceeds from the sale of the Notes shall be deposited with the City Treasurer and shall be kept separate and apart from all other funds of the Issuer in a special fund hereby designated as the "City of White House, Tennessee, 2009 Capital Projects Fund," (the "Capital Projects Fund") which shall be applied exclusively to pay costs (i) certain capital expenditures in connection with public works projects as described in Section 9-21-105 of the

Tennessee Code Annotated, as amended, including but not limited to, improvements and equipment for parks and other public facilities; and (ii) the payment of legal, fiscal, and administrative costs incident to the foregoing; and it shall be used for no other purposes. Any Note funds not put to immediate use shall be deposited at interest by the City Treasurer until needed. The interest arising therefrom shall be used only towards retiring the Notes or may be added to Note proceeds and used for the same purposes. Money in the Capital Projects Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in the Capital Projects Fund.

SECTION 15. The Issuer recognizes that the purchasers and holders of the Notes will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is exempt from federal income taxation under laws in force on the date of delivery of the Notes. In this connection, the Issuer agrees that it shall take no action which may render the interest on any of said Notes subject to federal income taxation and agrees to take all action as may be necessary to comply with the provisions of the Code and regulations thereunder in order to maintain or assure the tax exempt status of the Notes. It is the reasonable expectation of the Governing Body of the Issuer that the proceeds of the Notes will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code, including any lawful regulations promulgated or proposed thereunder (or under corresponding provisions of prior law, if applicable), and to this end the said proceeds of the Notes and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Mayor, City Recorder and City Treasurer or any of them, are

authorized and directed to make such certifications in this regard in connection with the sale of the Notes as they shall deem appropriate, and such certifications shall constitute representations and certifications of the Issuer.

SECTION 16. To the extent it may do so, the Issuer hereby designates the Notes as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) (B) of the Code and covenants that the Notes do not constitute private activity bonds as defined in Section 141 of the Code, and that not more than \$30,000,000 aggregate principal of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income taxes (excluding, however, private activity bonds as defined in Section 141 of the Code, other than qualified 501(c) (3) bonds as defined in Section 145 of the Code and further excluding bonds issued to refund, other than to advance refund, other bonds to the extent the amount of the refunding bonds do not exceed the outstanding amount of the refunded bonds), including the Notes, have been or are reasonably expected to be issued by the Issuer, including all subordinate entities of the Issuer, during the calendar year 2009.

SECTION 17. If the Issuer shall pay and discharge the indebtedness evidenced by any of the Notes in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the City Treasurer, to pay the principal of and interest on such Notes as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers (as "Agent"), in trust, on or before the date of maturity or redemption, sufficient money or Obligations of the United States of America, the principal of and interest on which, when due

and payable, will provide sufficient moneys to pay or redeem such Notes and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Notes are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice) and if the Issuer shall, also pay or cause to be paid all other sums payable hereunder by the Issuer with respect to such Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Noteholders for the payment of principal of and interest and redemption premiums, if any, on such Notes when due; or

(c) By delivering such Notes to the Note Registrar, for cancellation by it; then and in that case the indebtedness evidenced by such Notes shall be discharged and satisfied and all covenants, agreements and obligations of the Issuer to the owners of such cease, terminate and become void.

If the Issuer shall pay and discharge the indebtedness evidenced by any of the Notes in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Obligations of the United States of America deposited as aforesaid.

Except as otherwise provided in this Section 17, neither the Obligations of the United States of America nor moneys deposited with the City Treasurer or Agent pursuant to this Section nor principal or interest payments on any such Obligations of the United States of America shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Notes; provided, that any cash received from such principal or interest payments on such Obligations of the United States of America deposited with the City Treasurer or Agent, (A) to the extent such cash will be required

for such purpose at a later date, shall, to the extent practicable, be reinvested in Obligations of the United States of America maturing at times and in amounts sufficient to pay when due the principal and premiums, if any, and interest to become due on said Notes on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Issuer, as received by the City Treasurer or Agent.

SECTION 18. The provisions of this Resolution shall constitute a contract between the Issuer and the registered owners of the Notes, and after the issuance of the Notes, no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner until such time as the Notes and interest due thereon shall have been paid in full except such changes as shall be required to assure the validity and/or tax exempt status of the Notes.

SECTION 19. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall remain in full force and effect, it being expressly hereby found and declared that the remainder of the Resolution would have been adopted by this Governing Body despite the invalidity of such section, paragraph, clause or provision.

SECTION 20. All orders or resolutions in conflict herewith be and the same are hereby repealed insofar as such conflict exists.

SECTION 21. This resolution shall take effect from and after its approval, the general welfare of the City of White House requiring it.

Passed and approved August 20, 2009.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

\*\*\*\*\*

(Other Business)

\*\*\*\*\*

Upon motion duly made and seconded, the Board adjourned.

(SEAL)

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder

STATE OF TENNESSEE

COUNTIES OF ROBERTSON AND SUMNER

I, Christie Odenwald, hereby certify that I am the duly elected and qualified City Recorder of the City of White House, Tennessee, and as such official I further certify that attached hereto is a true and correct copy of excerpts to be included in the minutes of the meeting of the Board of Mayor and Aldermen of the City of White House held on August 20, 2009, insofar as same pertains to the proceedings in connection with the issuance of not to exceed \$1,300,000 General Obligation Capital Outlay Notes, Series 2009 of said City of White House, Tennessee.

WITNESS my signature and official seal this the \_\_\_\_\_ day of August, 2009.

\_\_\_\_\_  
Christie Odenwald, City Recorder  
City of White House, Tennessee

(SEAL)

4829-9830-4260, v. 1

August 11, 2009

# MEMORANDUM

To: Board of Mayor and Aldermen

From: John Grubbs - HR Director

Re: Personnel Manual Revisions

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I would like to recommend approval of the following revisions to the Personnel Manual to be effective August 21, 2009.

Below is a summary of included changes:

## Revisions

- **Definitions: Immediate Family** – language added including current parents in law, brothers in law, and sisters in law as eligible for employee bereavement leave
- **6.2 Holiday Pay** – reconstruction of language clarifying application of Holiday Pay to part time, regular employees
- 
- **6.3 Annual Vacation with Pay** – addition of language clarifying milestones for accrual eligibility
- **6.6 Bereavement Leave** – reconstruction of language clarifying use of bereavement leave
- **6.7 Military Leave** – Language reconstruction clarifying intent of leave policy when defining a ‘day’ for purposes of utilizing and tracking employee leave
- **7.9.7 Meals and Incidentals** – language added clarifying meal reimbursement eligibility
- **7.10 Use of City Vehicles and Equipment** – reconstruction of language for compliance with IRS Code

Examples of policy changes attached

**RESOLUTION 09-19**

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF WHITE HOUSE, TENNESSEE, APPROVING CERTAIN AMENDMENTS AND REVISIONS TO THE PERSONNEL MANUAL.**

WHEREAS, the City maintains a consistent set of adopted rules and procedures for the administration of personnel matters; and

WHEREAS, the City Administrator is charged with the duty to review the adopted policies and procedures that govern the City's personnel system and make recommendations of updates and improvements to the procedures; and

WHEREAS, the City has engaged the services of a professionally trained Human Resources Director to advise on personnel matters, including improvements to language contained in the Personnel Manual; and

WHEREAS, this professional has made a number of recommendations to revise the personnel rules and procedures; and

WHEREAS, the Board of Mayor and Aldermen wish to amend the current personnel policies to make them more in line with current state and federal laws as well as common industry standards;

**NOW, THEREFORE**, the Board of Mayor and Aldermen of the City of White House do hereby resolve that the Personnel Manual is hereby amended by changing and updating various sections and subsections as detailed in the attachment.

This resolution shall be effective upon passage.

Adopted this 20<sup>th</sup> day of August 2009.

\_\_\_\_\_  
John Decker, Mayor

ATTEST:

\_\_\_\_\_  
Christie M. Odenwald, City Recorder

**Examination** - The process of testing, evaluating, or investigating the fitness and qualifications of applicants and employees.

**Exempt Employee** – A salaried employee who, according to the FLSA regulations, is not eligible for overtime pay.

**FLSA** - Fair Labor Standards Act.

**Guests of the City** – Persons with which the City is conducting business, citizens involved in public safety ride-alongs per departmental policies, persons who the City Department is responsible for transport in a public safety setting, etc.

**Immediate Family** - Includes spouse, children, parents, siblings, grandparents, grandchildren; and current parents-in law, children-in law and siblings-in law. Proof of these relationships may be required.

**Job Description** - A written explanation of one position or several very similar positions which includes a title, definition of responsibilities, examples of duties, and the minimum required qualifications.

**Lay-Off** - The involuntary non-disciplinary separation of an employee from a position for reasons of shortage of funds or work, the elimination of a position, or for related reasons which are outside the employee's control and which do not reflect upon service of the employee.

**Leave** - An authorized absence during regularly scheduled work hours that has been approved by proper authority. Leave may be authorized with or without pay as provided for by these rules.

**Nepotism** - Favoritism shown to relatives by reason of relationship rather than merit.

**Non-exempt Employee** – An hourly employee who, according to the FLSA regulations, is eligible for overtime pay for hours worked over 40 in a work week.

**Occupational Accident or Injury Leave** - An excused absence from duty because of an injury of or illness sustained in the course of employment and determined to be compensable under the provisions of the Workers' Compensation Law.

**Overtime** - Authorized time worked by an employee in excess of 40 hours per week to be compensated at one and one half times the employee's straight time rate of pay. Public safety employees are allowed to work additional hours before overtime pay is required.

**Pay Range**- The written chart which places every position in a pay grade. Each pay grade consists of minimum and maximum levels of pay.

**Pay Rate** - A specific dollar amount, expressed as either an annual rate, monthly rate or hourly rate.

**Payroll Date** - Actual date a check is issued to an employee.

**Position** - A group of duties and responsibilities assigned to one employee. A position can be vacant or occupied.

## 6.2. HOLIDAY PAY

Employees must work their last regularly scheduled shift before a holiday and their first regularly scheduled shift after a holiday in order to receive compensation for the holiday. If an employee does not work their regularly scheduled shift before and after the holiday, pay for the holiday(s) will be forfeited. Pre-approved vacation or pre-approved sick leave does not constitute forfeiture of holiday pay. Employees scheduled but who do not work the holiday shall forfeit holiday pay.

Regular, full time employees working 10 hour shifts who are required to work on a holiday shall receive straight time pay for the actual hours worked. Ten (10) hours of holiday pay will also be recorded at the employee's straight time rate of pay. ~~Employees scheduled but who do not work the holiday shall forfeit holiday pay.~~

Fire Department personnel required to work a 24-hour shift on a holiday shall receive holiday pay at a rate of a straight ten (10) hour time period. Police officers who work a 12-hour shift on a holiday shall receive holiday pay at a rate of a straight ten (10) hour time period.

Regular, full time employees working 8 hour shifts who are required to work on a holiday shall receive straight time pay for the actual hours worked. Eight (8) hours of holiday pay will also be recorded at the employee's straight time rate of pay.

Regular, part time employees working at least 30 hours per week who are required to work on a holiday shall receive straight time pay for actual hours worked. The average of their daily hours worked will be paid as holiday pay.

All holiday pay will be paid on day of City Hall observance.

## 6.3. ANNUAL VACATION WITH PAY

Vacation time will accrue based on the employee's years of service. The maximum number of vacation hours an employee may accrue is 200, with the exception of members of the Fire Department working a 24 hour shift whose vacation will carry a maximum accrual of 264 hours and members of the Police Department working a 12 hour shift whose vacation will carry a maximum accrual of 210 hours.

During the first twelve (12) months of employment, an employee accrues 3.07 hours of vacation per pay period for a total of eighty (80) hours; however, vacation leave may only be taken after the satisfactory completion of 90-days employment.

Vacation time will be calculated according to the following schedule for all personnel working 8 and 12 hour shifts:

<u>Years of Service</u>	<u>Pay Period</u>
Less than 1 year	3.07 hours
<u>Completion of 1 year through completion of 5 years</u>	3.69 hours
<u>Beginning of 6th years through completion of 10 years</u>	4.62 hours
<u>Beginning of 11th years through completion of 15 years</u>	5.54 hours
<u>Beginning of 16 + th years</u>	6.46 hours

Vacation time will be calculated according to the following schedule for fire personnel working a 24 hour shift:

<u>Years of Service</u>	<u>Pay Period</u>
<u>Completion of 1 year through completion of 5 years</u>	5.54 hours
<u>Beginning of 6th years through completion of 10 years</u>	6.92 hours
<u>Beginning of 11th years through completion of 15 years</u>	8.31 hours
<u>Beginning of 16 + th years</u>	9.69 hours

For leave purposes, the service an individual has to his/her credit includes all time spent as a regular employee of the city.

Vacations should be scheduled in advance for the mutual convenience of the employee and the city so proper adjustments can be made in work schedules. Department Heads preparing vacation schedules may give a choice of dates based on seniority of the personnel in his/her department, and no employee may begin his/her vacation leave until his/her request has been approved by the Department Head.

Leave request forms (see appendix) should not be forwarded to the payroll office until approved by the Supervisor.

An employee who voluntarily separates from the employment of the city shall only be paid for his/her unused vacation leave if the employee gives at least two weeks' written notification and works the entire notification period. For notification of less than two weeks, the vacation payout shall be forfeited. Vacation leave payout will be at the employee's straight time rate of pay. Payment of the unused accrued vacation will only be made after the return of any issued city property. The termination date shall be the last date worked.

Legal holidays falling within a vacation period are not to be counted as vacation days. Payment in lieu of vacation is prohibited. When an employee is on "leave without pay" for 15 days or more during any calendar month, no vacation leave accumulates. Employees may not borrow against future annual vacation nor transfer earned leave to or from another employee.

Service in the Tennessee National Guard, State Militia Military Reserves or any U.S. Military branch may be charged as annual vacation at the option of the employee when called to active duty. Employees electing to coincide vacation time with military leave shall receive full pay for the amount of specified vacation leave.

#### **6.7. MILITARY LEAVE AND RESERVE DUTY LEAVE**

Any regular employee who is a member of the United States Army Reserve, Navy Reserve, Air Force Reserve, Marine Reserve or any of the Armed Forces of the United States, will be granted military leave for any field training or active duty required (excluding extended active duty). Such leave will be granted upon presentation of the employee's official order to his/her Department Head. Compensation for such leave will be paid pursuant to T.C.A., Section 8-33-109. ~~It will be the responsibility of the employee to arrange with the department supervisor to attend monthly meetings on regular off time with pay being applicable only to the annual two week training period.~~ All regular, full time employees will be allowed up to 20 eight hour days per calendar year. Employees working shifts greater than eight hours per day will be allowed up to a total of 160 hours military leave. Regular, part time employees working at least 30 hours per week will be allowed military leave of up to 20 days at the average of their daily hours worked, not to exceed 8 hours per day.

The employee may choose to supplement military leave with vacation or comp time, if available, up to the amount of regularly scheduled pay.

Employees with less than two years of service with the city entering an extended active duty will be given two weeks pay when placed on active military leave.

Employees with at least two years of service with the city who are called to active military duty will be compensated by the city at a rate that supplements the difference in pay between their city salary and the military pay, until such a time that the military pay exceeds their city salary, but not for a period to exceed one year from the date the leave begins. These same employees who are covered under the city's health insurance policy will be allowed to continue the city's health insurance for the duration of active duty. It is the responsibility of the employee to pay their portion of the health insurance premium while on active military duty.

Employees eligible for re-employment will be covered under the Uniformed Services Employment and Re-Employment Rights Act (USERRA).

#### **7.9.7. MEALS AND INCIDENTALS**

Receipts are not required for meals and incidentals. The authorized traveler may be reimbursed the daily amount based on the rate schedule and the authorized length of stay. The per diem meal amounts are expected to cover meals, tips, porters, and incidental expenses. The authorized traveler will not be reimbursed more than this. Whether meals may be claimed depends on when the traveler leaves and returns to the official station. The traveler's official station is home or

work, whichever produces the least cost to the city. When partial day travel is involved, the current per diem allowance is determined as follows:

MEAL	IF DEPARTURE BEFORE	IF RETURN AFTER
Breakfast	7:00 a.m.	8:00 a.m.
Lunch*	11:00 a.m.	1:30 p.m.
Dinner**	5:00 p.m.	6:30 p.m.

*Departure time is determined by using the start time for the class or event less the estimated travel time from [www.mapquest.com](http://www.mapquest.com)*

*\*Generally, lunch will not be reimbursed unless overnight travel is involved. Lunch may be reimbursed if departure is before 11 a.m. and the employee is eligible to be reimbursed for dinner.*

*\*\* When overnight travel is involved, dinner reimbursement is made regardless of departure time*

Regardless of which reimbursement rate the city uses, the amounts include tip, gratuity, etc. The hour and date of departure and return must be shown on the expense form.

The excess cost of an official banquet may be allowed provided proper documentation or explanation is submitted with the expense form. If a meal is included as part of a conference or seminar registration, or is included with the air fare, then the allowance for that meal should be subtracted from the total allowance for the day. For example, if a dinner is included as part of the conference fee, the maximum meal allowance for the day should be reduced by the allowed dinner amount.

## 7.10. USE OF CITY VEHICLES AND EQUIPMENT

Employees who are required to be assigned a city owned vehicle ~~may~~ shall use that vehicle in the execution of their official duties for the city. ~~In addition, the vehicle may shall be used daily in commuting to and from their place of employment, if the individual resides within the city limits. Any exceptions must be approved by the Board of Mayor and Aldermen.~~

City vehicles and equipment are considered city property, therefore, only approved city employees are allowed use of the vehicles and equipment. As city property, smoking is not allowed in any city owned vehicle. Riders who are not employees of the City, or guests of the City (as defined in Section 2 - Definitions) while conducting City business are expressly not allowed. Violations of the City Vehicle Use policy may result in disciplinary action up to, and including, termination of the employment.

In some cases, take home use of a city owned vehicle is a fringe benefit and is considered taxable income. The required daily charge for use of a take home vehicle as issued by the Internal Revenue Service shall be reported annually by the city on employees' W-2 forms.

The City of White House employees that drive a city-owned vehicle will at all times operate them in a safe manner, adhering to all local, state, and federal traffic laws. Employees are expected to extend common driving courtesies to fellow motorists at all times. Employees must possess a valid driver's license with the proper endorsements in order to be eligible to operate a city-owned vehicle.

The Take Home Vehicle Policy includes, but is not limited to, the provisions below:

- ~~7.10.1. Employees shall be granted take home privileges of city vehicles when determined for the convenience and benefit of the city by the City Administrator. City owned-vehicles are not assigned, nor shall they be used for the convenience of the employee with regard to personal transportation needs or other non-business activities. Vehicles shall be driven only for city business and not for personal business.~~
- ~~7.10.2. Only those employees who are "on-call", i.e., those who are designated to respond to calls of city business after routine business hours, or who are designated by their Department Head and the City Administrator as vital to the continuation of city government and services shall be considered for take home vehicle use.~~  
Reserved for Future Use
- ~~7.10.3. Take home vehicle privileges will only be extended to employees living within the city limits of White House. Variances may only be granted by the Board of Mayor and Aldermen through petition of the City Administrator.~~ Reserved for Future Use
- ~~7.10.4. Employees assigned a take home vehicle must first be designated by the Department Head and then approved by the City Administrator. The City Administrator shall, at least annually, review the assignment of city vehicles to specific employees as well as the necessity for specific employees to take vehicles home overnight.~~
- 7.10.5.1 The following employees are required to commute to and from the workplace in a qualified, non-personal use vehicle as defined by IRS Reg. § 1.274-5T(k), Reg. § 1.132-5(h):
  - Animal Control Officer
  - Police K9 Officer
  - Police Patrol Division Supervisor
  - Police Chief
  - Fire Chief
  - Fire Marshall
  - Scheduled on-call utility worker

- Wastewater Collections Supervisor

7.10.5.2 As a general rule, the following are the only employees authorized assignment of a take home vehicle (assuming they meet the above requirements):

- City Administrator
- ~~Police Chief~~
- ~~Fire Chief~~
- Public Works Director
- Parks Director
- Waste Water Director
- City Engineer
- ~~Sworn Police Officers~~
- ~~A designated "on call" employee in Wastewater and Public Works.~~

7.10.6. All accidents, whether at fault or not at fault of the employee, shall be reported to the employee's Department Head as soon as possible. Employees shall be accountable for the safety and care of the vehicles assigned to them. Employees are solely responsible for the following:

- All traffic laws while operating any city vehicle or equipment.
- Any violation of such laws which result in speeding, parking or other moving violations.
- Tickets and/or citations shall be paid by the employee.

7.10.7. No employee will operate a city vehicle while under the influence of alcohol, illegal substances, or medications (prescription or over the counter) which could affect the employee's ability to operate the vehicle safely.

7.10.8. Any employee who is assigned a take home vehicle is subject to all IRS, local, state and federal laws. All employees assigned take home city vehicles, who are not exempt from IRS filing regulations, must be informed of the IRS options available to them, choose an option, and give notification to the Finance Department to ensure IRS compliance. The employee is solely responsible and will be held accountable as to the use, safety and operation of the vehicle.

7.10.9. Employees on vacation leave (or other circumstances) for more than 2 consecutive working days will park their city vehicle at their designated facility.

7.10.10. Care and Maintenance: All city vehicles shall be kept clean and in orderly condition. Maintenance of city vehicles requires the cooperation of the employee using such vehicle. Employees shall notify their Department Head of all mechanical or other unsafe problems. The employee operating the vehicle is responsible for regularly checking the oil level, anti-freeze/coolant level, battery

water level, fuel and tires. Employees assigned a take home vehicle shall additionally be responsible for keeping the vehicle clean and neat in appearance. ~~If any of the items need attention, the employee should notify the Public Works Director.~~ Vehicle maintenance personnel may periodically request all city-owned vehicles and equipment to be brought to the maintenance shop for preventive maintenance scheduling. Preventive maintenance will be scheduled with the Department Head. The cost for maintaining city vehicles will be charged back to the department requesting maintenance.

Violation of this policy is considered a misuse of city property. Anyone misusing or abusing city vehicles shall be subject to appropriate disciplinary action, up to and including termination.



***ORDINANCES . . .***



## MEMORANDUM

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

FROM: Addam McCormick, Planning/Codes Department

DATE: August 11, 2009

RE: Villines/Horse Shoe Run Property De-Annexation Ordinance

A representative with the Robertson County Planning Department has requested the de-annexation ordinance effective date be changed for the Villines Property on Horse Shoe Road. The effective date of the annexation ordinance is proposed to be changed to be effective 120 days after second reading by the Board of Mayor and Aldermen. The de-annexation ordinance approved on first reading has an effective date of 30 days after second reading by the Board of Mayor and Aldermen. The extended effective date is to give Robertson County the ability to rezone the property from White House zoning designation of R-20, Low Density Residential to Robertson County Agricultural zoning designation. Prior to the annexation of the property, the property was zoned Robertson County Agricultural. The property owners have requested the de-annexation for an auction. The 120 day effective date would allow auctioneer to advertise that property was approved for de-annexation by the City of White House and still give Robertson County ability to rezone property.

## MEMORANDUM

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

FROM: Addam McCormick, Planning/Codes

DATE: July 8, 2009

RE: Hwy 31 W/Horseshoe Road De-Annexation

The White House Municipal/Regional Planning Commission on July 13, 2009 will review a recommendation to de-annex the 298 acres Villines Property on Hwy 31 W and Horseshoe Road and sections of Calista Road, Horseshoe Road, and Ozie Fulks/Felps Road. The City annexed the property and roadway sections in July 2007. The annexation of the property was requested by the property owner's representative for the development of the property.

The City annexed a 1,900 ft section of Horse Shoe Road, 2,380 ft section of Calista Road, and 2,490 ft section of Ozie Fulks/Fulps Road to access the property. The City in 2008 received \$ 531 in property taxes. The cost of providing city services is currently limited to police and fire protection for vacant property and any necessary roadway improvements on roadway sections referenced above since property does not contain a residence.

The de-annexation is requested by staff due the property owner's intent to subdivide and sale property into eighteen (18) large acreage tracts. Per State Law, the size of the property and design of subdivision would not require City approval. Due to subdivision design with large acre lots, future development would be limited from its original intention. The property was developed as a large scale subdivision with police and fire substations to include mixed uses such as commercial and multiple density residential uses.

Annexation Ordinance 07-25 and Plan of Service Resolution 07-13 would be invalid with approval of proposed de-annexation ordinance.

ORDINANCE 09-12

**AN ORDINANCE TO DE-ANNEX CERTAIN TERRITORIES INCLUDING SECTIONS OF HORSESHOE ROAD, CALISTA ROAD, AND OZIE FULPS/FULKS ROAD AND REMOVE SAME FROM THE CORPORATE BOUNDARIES OF THE CITY OF WHITE HOUSE, TENNESSEE.**

WHEREAS, a public hearing before this body will be held on the 20<sup>th</sup> day of August 2009, and notice thereof published in the Bargain Browser on August 4, 2009; and

WHEREAS, the de-annexation of such territories is deemed necessary for the welfare of the City as a whole. The de-annexation is due to the property owner's intent to subdivide and sale property into large acreage tracts which prevents the City from providing economical and efficient city services. The de-annexation includes property referenced as Robertson County Tax Map 85, Parcels 85 and 85.01 Villines Property. The de-annexation includes sections of Horseshoe Road, Calista Road, and Ozie Fulks/Fulps Road.

WHEREAS, the 298 acre property being de-annexed is property referenced as Villines Property on Robertson County Tax Map 85, Parcels 85 and 85.01 and Sections of Horseshoe Road, Calista Road, and Ozie Fulks/Fulps Road. The Plan of Services Resolution 07-13 will be invalid with approval of de-annexation. The revised city limits territory will be duly adopted by the White House Board of Mayor and Aldermen, and

WHEREAS, the de-annexation of such territories is deemed necessary for the welfare of the City as a whole;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of White House, Tennessee that the territories described below be de-annexed and removed from the corporate boundaries of the City of White House:

**AREA#1      Robertson County Tax Map 85, Parcel 85 and 85.01.**

**Beginning** at an iron pin (old), in the westerly margin of U. S. Highway 31-W, the northeast corner of a tract of land which belongs to Michael W. Hallum, having a deed reference in Deed Book 350, Page 708, RORCT, the most easterly southeast corner of this tract, and continuing with the boundary of said tract of land which belongs to Michael W. Hallum, as follows:  
N 85°05'50" W, 192.74 feet to an iron pin (old);  
thence, S 06°54'02" E, 395.75 feet to an iron pin (new), in the westerly boundary of said tract of land which belongs to Michael W. Hallum, the most northerly northeast corner of a tract of land which belongs to Charles Williams, having a deed reference in Deed Book 215, Page 84, RORCT;

thence with the boundary of said tract of land which belongs to Charles Williams, as follows:

N 85°11'41" W, 1022.64 feet to a nail (old);

thence, S 04°53'57" W, 714.15 feet to a fence post (old), the southwest corner of said tract of land which belongs to Charles Williams, in the northerly boundary of Lot 51, Quail Ridge, Section 3, being a plat of record which is recorded in Plat Book 5, Page 83, RORCT;

thence, N 79°47'41" W, passing a common corner of said Lot 51 and Lot 52, and continuing on passing a common corner of said Lot 52 and Lot 53, and continuing on passing a common corner of said Lot 53 and Lot 54, and continuing on passing a common corner of said Lot 54 and Lot 55, and continuing on passing a common corner of said Lot 55 and Lot 56, and continuing in all 919.55 feet to an iron fence post (old), a common corner of said Lot 56 and Lot 57;

thence, S 07°04'24" W, 220.33 feet to a pipe (old), in the westerly boundary of said Lot 57, the northeast corner of a tract of land which belongs to Ray G. Cole, having a deed reference in Deed Book 280, Page 372, RORCT;

thence, N 82°56'59" W, crossing Honey Run Creek, and continuing in all 1089.49 feet to a pipe (old), a common corner of said tract of land which belongs to Ray G. Cole, a tract of land which belongs to Edward W. Hoeske, having a deed reference in Deed Book 316, Page 942, RORCT, and a tract of land which belongs to Danny W. Keene, having a deed reference in Deed Book 274, Page 80, RORCT;

thence with the boundary of said tract of land which belongs to Danny W. Keene, as follows:

N 34°11'12" E, 200.00 feet to a point in the center of Honey Run Creek;

thence generally with the center of Honey Run Creek, and continuing with the boundary of said tract of land which belongs to Danny W. Keene, as follows:

N 31°03'50" E, 95.26 feet;

thence, N 46°12'13" E, 53.69 feet;

thence, N 05°57'38" E, 90.78 feet;

thence, N 40°01'52" W, 71.88 feet to a point in the center of Honey Run Creek, a common corner of said tract of land which belongs to Danny W. Keene, and a tract of land which belongs to Rodney York, having a deed reference in Record Book 563, Page 816, RORCT;

thence generally with the center of Honey Run Creek, and with the boundary of said tract of land which belongs to Rodney York, as follows:

N 50°25'03" W, 75.37 feet;

thence, N 49°10'03" W, 67.57 feet;

thence, N 29°58'57" W, 48.39 feet;

thence, N 36°42'44" W, 65.84 feet;

thence, N 03°58'26" W, 61.02 feet;

thence, N 22°37'33" W, 188.39 feet to a point in the center of Honey Run Creek, the northeast corner of said tract of land which belongs to Rodney York, marked by a witness pin (new), on the westerly bank of said creek;

thence continuing with the boundary of said tract of land which belongs to Rodney York, as follows:

N 86°17'34" W, 859.31 feet to an iron pin (new);

thence, N 87°23'34" W, 464.72 feet to an iron pin (new);

thence, N 85°41'59" W, 1162.67 feet to an iron pin (old);

thence, N 06°02'19" E, 313.04 feet to a fence post (old), the southeast end of Ozzie Fulks/Fulps Road, a corner of said tract of land which belongs to Rodney York;

thence with the margin of Ozie Fulps Road, as follows:

N 08°52'38" E, 160.89 feet to a highway monument (old);

thence with a curve to the left, having a radius of 382.11 feet, an arc distance of 157.07 feet, and a chord bearing of N 89°41'11" W, 155.96 feet to a highway monument (old), at the intersection of the northerly margin of Ozie Fulks/Fulps Road, and the easterly margin of Interstate Highway #65;

thence with the easterly margin of Interstate Highway #65, as follows:

N 39°37'53" E, 307.90 feet to an iron pin (new);

thence, N 39°37'25" E, 2347.71 feet to an iron pin (old), in the easterly margin of Interstate Highway #65, a corner of a tract of land which belongs to Catherine Meister, having a deed reference in Deed Book 281, Page 516, RORCT;

thence with the boundary of said tract of land which belongs to Catherine Meister, as follows:

S 29°05'16" E, 675.36 feet to an iron pin (old);

thence, N 87°47'59" E, passing a common corner of said tract of land which belongs to Catherine Meister, and a tract of land which belongs to Homer Dale Fry, having a deed reference in Deed Book 217, Page 211, RORCT, and continuing in all 828.49 feet to an iron pin (old), a common corner of said tract of land which belongs to Homer Dale Fry, and a tract of land which belongs to Dorthy B. Collier, having a deed reference in Deed Book 240, Page 54, RORCT;

thence, N 87°24'42" E, passing a common corner of said tract of land which belongs to Dorthy B. Collier, and a second tract of land which belongs to Homer Dale Fry, having a deed reference in Deed Book 159, Page 194, and continuing in all 375.45 feet to an axle (old), a common corner of said second mentioned tract of land which belongs to Homer Dale Fry, and a tract of land which belongs to Bobby D. Fry, having a deed reference in Record Book 1049, Page 854, RORCT;

thence, S 86°19'07" E, 275.67 feet to an axle (old), a common corner of said tract of land which belongs to Bobby D. Fry, and a tract of land which belongs to Cecil E. Fry, having a deed reference in Deed Book 183, Page 262, RORCT;

thence, S 86°50'51" E, 151.97 feet to an angle iron (old), a common corner of said tract of land which belongs to Cecil E. Fry, and a second tract of land which belongs to Bobby D. Fry, having a deed reference in Deed Book 338, Page 644, RORCT;

thence with the boundary of said second mentioned tract of land which belongs to Bobby D. Fry, as follows:

S 85°50'51" E, 300.00 feet to an iron pin (new);

thence, N 09°54'09" E, 62.26 feet to an iron pin (new), in the southerly margin of Horseshoe Road, a corner of said second mentioned tract of land which belongs to Bobby D. Fry;

thence with the southerly margin of Horseshoe Road, as follows:

with a curve to the left, having a radius of 115.00 feet, an arc distance of 124.90 feet, and a chord bearing of S 59°33'00" E, 118.85 feet to an iron pin (new);

thence, N 89°20'07" E, 509.90 feet to an iron pin (new);

thence with a curve to the right, having a radius of 2572.02 feet, an arc distance of 244.30 feet, and a chord bearing of S 87°56'37" E, 244.21 feet to an iron pin (new);

thence, S 85°13'21" E, 60.20 feet to an iron pin (new);

thence with a curve to the right, having a radius of 174.73 feet, an arc distance of 175.68 feet, and a chord bearing of S 56°25'10" E, 168.37 feet to an iron pin (new);

thence, S 27°36'59" E, 50.78 feet to an iron pin (new);

thence with a curve to the left, having a radius of 210.58 feet, an arc distance of 47.67 feet, and a chord bearing of S 34°06'06" E, 47.57 feet to an iron pin (new), in the southerly margin of Horseshoe Road, in the westerly boundary of a tract of land which belongs to Billy M. Jackson, having a deed reference in Record Book 980, Page 948, RORCT;

thence with the boundary of said tract of land which belongs to Billy M. Jackson, as follows:

S 07°12'41" W, 87.29 feet to an iron pin (old);

thence, S 82°32'12" E, 319.63 feet to an iron pin (new), in the southerly boundary of said tract of land which belongs to Billy M. Jackson, the northwest corner of a second tract of land which belongs to Billy M. Jackson, having a deed reference in Record book 980, Page 948, RORCT;

thence with the boundary of said second mentioned tract of land which belongs to Billy M. Jackson, as follows:

S 05°17'36" E, 210.00 feet to an iron pin (new);

thence, S 84°56'07" E, 104.00 feet to a stone (old), a common corner of said second mentioned tract of land which belongs to Billy M. Jackson, and a tract of land which belongs to Margaret Marie Briggs, having a deed reference in Deed Book 298, Page 611, RORCT;

thence S 88°28'13" E, passing a common corner of said tract of land which belongs to Margaret Marie Briggs, and a tract of land which belongs to H. Glenn Fry, having a deed reference in Record Book 996, Page 186, RORCT, and continuing in all 255.06 feet to an iron pin (new), in the westerly margin of U. S. Highway 31-W, the southeast corner of said tract of land which belongs to H. Glenn Fry;

thence with the westerly margin of U. S. Highway 31-W, as follows:

with a curve to the left, having a radius of 7649.25 feet, an arc distance of 636.62 feet, and a chord bearing of S 04°27'04" E, 636.44 feet to an iron pin (new);

thence, S 06°50'08" E, 852.20 feet, to the point of beginning, containing **298.09 acres**, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a, Steven

E. Artz & Associates, Inc., 514 South Brown Street, Suite 600, Springfield, Tennessee 37172, dated March 9, 2007.

This description contains the property located on Parcel 85 and 85.01 and, Robertson County Tax Map 85; the property contains 298 acres, more or less. The property is referenced on 2009 Robertson County Tax Assessor's Web-Site.

**AREA#2 Road Right-Of-Ways**

Horse Shoe Road 1,900 ft section from South East Corner of Robertson County Tax Map 85, Parcel 75 to Hwy 31W/SR 41.

Calista Road 2,380 ft section from Ozie Fulks/Fulps Intersection to north east property corner of Robertson County Tax Map 96, Parcel 20.

Ozie Fulks and/or Ozie Fulps Road 2,490 ft section from Calista Road intersection to end of roadway.

**BE IT FURTHER ORDAINED** that the attached map is made exhibit to this ordinance.

This ordinance shall become effective upon publication of final reading and one hundred twenty (120) days upon final reading, the public welfare requiring it.

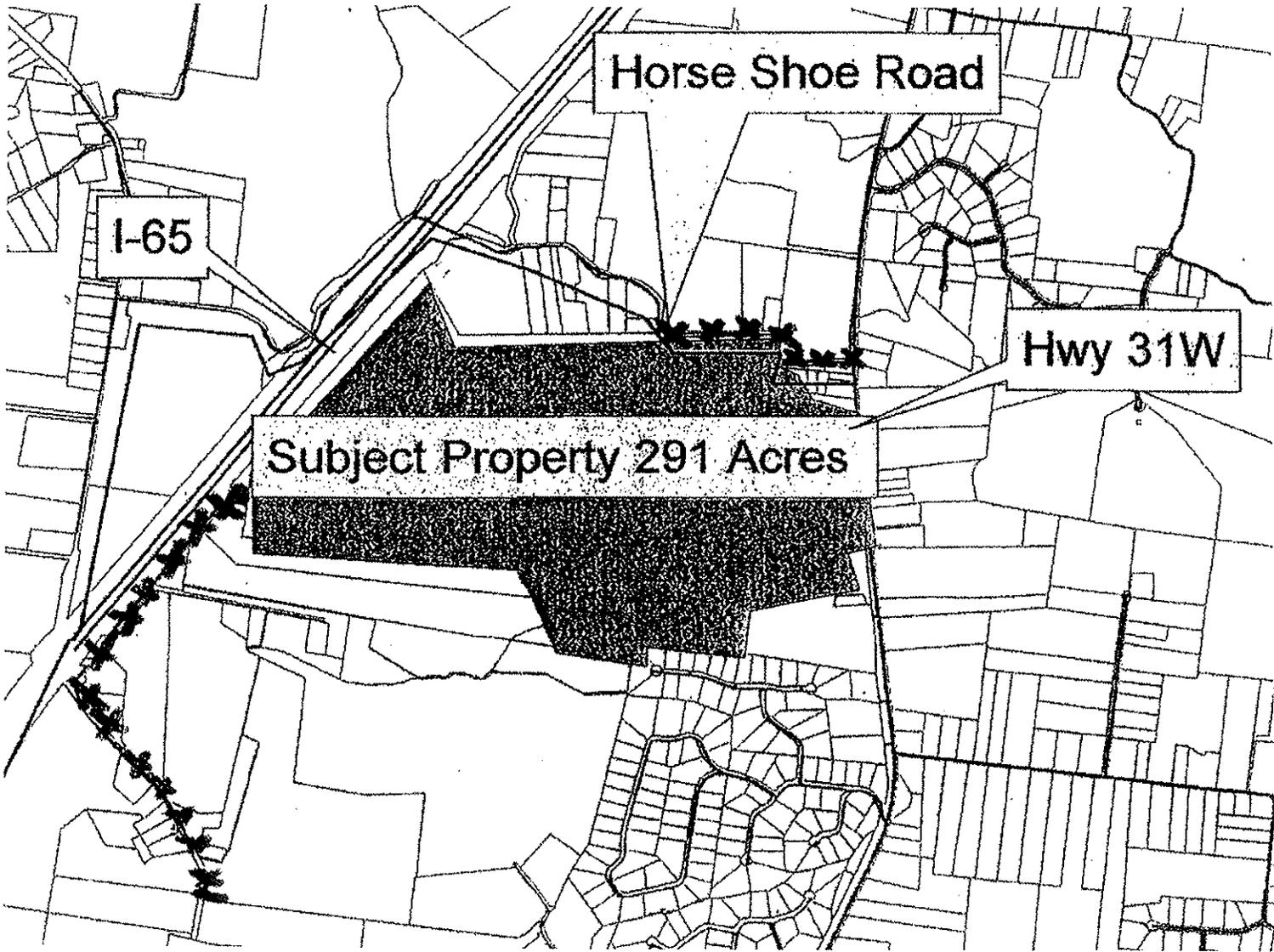
First Reading: July 16, 2009 PASSED

Second Reading: August 20, 2009

\_\_\_\_\_  
John Decker, Mayor

ATTEST:

\_\_\_\_\_  
Christie Odenwald, City Recorder







# White House Police Department

## John W. Decker Police Facility

303 North Palmers Chapel Rd.  
White House, Tennessee 37188  
E-mail: [whpd@cityofwhitehouse.com](mailto:whpd@cityofwhitehouse.com)  
615-672-4903  
Fax 615-672-4915

To: City Administrator Angie Carrier  
Chief Herman  
Christie Odenwald  
Sharon Jessee

Re: Amendment or rewording of White House City Ordinance 11-101  
"Drinking Beer, etc., on streets, etc."

Our current city ordinance in regards to the consumption of alcoholic beverages on public streets does not specifically address the subject matter of whether or not it is permissible to consume such beverages in a vehicle. There is state law prohibiting this consumption by a driver of a vehicle but does not prohibit a passenger(s) from consuming. The state law does state it is permissible for municipalities or other local governments to adopt ordinances to prohibit such consumptions. In this packet I have listed our city's current ordinance along with the City of Crossville, Tennessee's ordinance for comparison and or a guide to wording we should use. I am proposing we adopt or amend a more stringent ordinance in an effort to make our streets safer and to address this ever prevalent issue of alcoholic beverages being consumed in vehicles on our streets where this type of behavior will lead to injuries and possibly death.

Thank you for your time and attention on this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jim Ring II".

Sergeant Jim Ring II  
White House Police Department  
303 North Palmers Chapel Rd.  
White House, Tn. 37188  
[jring@cityofwhitehouse.com](mailto:jring@cityofwhitehouse.com)  
phone (615)672-4903  
fax (615)672-4915



# White House Police Department

## John W. Decker Police Facility

303 North Palmers Chapel Rd.

White House, Tennessee 37188

E-mail: [whpd@cityofwhitehouse.com](mailto:whpd@cityofwhitehouse.com)

615-672-4903

Fax 615-672-4915

Re: Amendment or rewording of White House City Ordinance 11-101  
"Drinking Beer, etc., on streets, etc."

11-101 – City of White House, Tn. Ordinance: It shall be unlawful for any person to drink or consume, or have an open container of beer or intoxicating liquor in or on any public street, alley, avenue, highway, sidewalk, public park, public school ground or other public place unless the place has an appropriate permit and/or license for on premises consumption.

11-601 – City of Crossville, Tn. Ordinance : It shall be unlawful for any person to drink, consume, or possess in an open container of any kind, beer or any alcoholic beverage, **within a vehicle**, or in or on any public street, alley, avenue, highway, sidewalk, public park, public school ground, or other public place within the city unless the premises has a beer permit and/or liquor license.

**55-10-416. Open container law. —**

(a) (1) No driver shall consume any alcoholic beverage or beer or possess an open container of alcoholic beverage or beer while operating a motor vehicle in this state.

(2) For purposes of this section:

(A) "Open container" means any container containing alcoholic beverages or beer, the contents of which are immediately capable of being consumed or the seal of which has been broken;

(B) An open container is in the possession of the driver when it is not in the possession of any passenger and is not located in a closed glove compartment, trunk or other nonpassenger area of the vehicle; and

(C) A motor vehicle is in operation if its engine is operating, whether or not the motor vehicle is moving.

(b) (1) A violation of this section is a Class C misdemeanor, punishable by fine only.

(2) For a violation of this section, a law enforcement officer shall issue a citation in lieu of continued custody, unless the offender refuses to sign and accept the citation, as provided in § 40-7-118.

(c) This section shall not be construed to prohibit any municipality, by ordinance, or any county, by resolution, from prohibiting the passengers in a motor vehicle from consuming or possessing an alcoholic beverage or beer in an open container during the operation of the vehicle by its driver, or be construed to limit the penalties authorized by law for violation of the ordinance or resolution.

[Acts 1994, ch. 638, § 1.]

**ORDINANCE 09-13**

**AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE  
AMENDING THE MUNICIPAL CODE TITLE 11, CHAPTER 1 ALCOHOL,  
SECTION 11-101.**

WHEREAS, the Board of Mayor and Aldermen desire to update the Municipal Code regarding the alcohol portion of the municipal offenses; and

WHEREAS, the current code regarding the alcohol does not address whether or not it is permissible to consume such beverages in a vehicle; and

WHEREAS, Tennessee Code Annotated § 55-10-416 states that the state statute, “shall not be construed to prohibit any municipality, by ordinance...from prohibiting the passengers in a motor vehicle from consuming or possessing an alcoholic beverage or beer in an open container during the operation of a vehicle by its driver...”

WHEREAS, it is the recommendation of the White House Police Department that the Municipal Code be amended to keep our city’s streets safer and avoid any ambiguity of the ordinance in its current form.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen that the White House Municipal Code Title 11, Chapter 1 Alcohol, Section 11-101 amended as follows:

TITLE 11 –Municipal Offenses  
CHAPTER 1 Alcohol

SECTION

- 11-101. Drinking beer, etc., on streets, etc.
- 11-102. [Deleted.]
- 11-103. Alcoholic beverages or illegal drugs prohibited.

11-101. Drinking beer, etc., on streets, etc. It shall be unlawful for any person to drink or consume, or have an open container of beer or intoxicating liquor within a vehicle, in or on any public street, alley, avenue, highway, sidewalk, public park, public school ground or other public place unless the place has an appropriate permit and/or license for on premises consumption.

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: July 16, 2009

Second Reading: August 20, 2009

\_\_\_\_\_  
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:** July 8, 2009

**RE:** Zoning Ordinance Amendment

The White House Regional Planning Commission on Monday June 8, 2009 recommended to amend the sign ordinance regarding changing sign ordinance to a content neutral ordinance. The amendments also included changing the size of temporary sign square footages to provide consistent regulations. The Planning Commission discussed the changes at a study session in May. Staff is working on changing digital sign section to include regulations on the frequency of the sign message changing and brightness of electronic reader board. The Planning Commission will see an on-site demonstration at July 13, 2009 Meeting. The Planning Commission will develop changes to the digital sign and submit to Board of Mayor and Aldermen for approval at August Board Meeting.

### **Discussion on Amendments:**

**1. Off-Premise Sign, Including Billboards:**

Proposed change would be to remove this section of ordinance since under new ordinance off-premise signs would be permitted. Billboards will be permitted at monument size requirements of zoning district including vacant commercial properties @ 20 sq ft max-6 ft in height, developed sites 40-80 sq ft-6-12 feet in height , and high rise interstate sign district 320 sq ft-120 feet in height. The existing billboards in the city would still be non-conforming due to size, pole sign types, and location of property with other signage.

**2. Monument Sign Square Footage on Vacant Properties.**

As discussed with Planning Commission, the limited size of monument sign on vacant property was preferred to only permitting monument sign to only be constructed with primary use of property. This ordinance would not affect signs constructed on walls of buildings.

**3. Interstate Sign District**

Due to unique issues with topography of interstate sign district, intention of signs for directory assistance, and site development limitations the high signs place on property, the ordinance is set up to permit interstate signs only with primary use of property (building) being constructed on-site. The requirement will ensure that the sign is not the primary use of the property. Whatever the owner of the property decides to do with the interstate sign square footage would be determined by the owner. They could decide to permit a percentage of sign for off-premise advertisement. The interstate sign section is being treated separate to regular commercial and industrial districts due to size and intended use of interstate high-rise signs.

**4-6 Auction, Temporary, and Political Sign Square Footage**

The ordinance is to provide consistent square footages for temporary signs. Change title of temporary event and advertisement sign to Temporary Site signs to remove content regulation.

7. **Temporary Subdivision Signs**

The requirement changes sizes to be consistent with signage for residential subdivision and increases subdivision completion requirement from 50-90 percent and deletes 8 month time line. The increased square footage is because the signs are typically built of a sheet of plywood which is 32 sq ft. The signs are typically large because they contain builder name, developer name, real-estate agent name, development information, and development amenities.

8. **Construction Signs**

Change sign square to be consistent with temporary subdivision signs.

9. **Real Estate Signs**

Change sign square footage to permit increased square footage especially on commercial properties due to speed of vehicle traffic typically associated with streets with commercial developments.

10. **Sign Permit Review and Issuance**

During research for content neutral sign ordinance, staff discovered that many cities are sued over vague timelines associated with permit issuance. The ordinances that do not contain detailed timelines are a problem because a sign permit could be submitted and not approved or denied within a set amount of time which has been seen as regulating content. Quick approval of a sign permit for a commercial business and delayed approval for a new church facility could be seen as regulating content. Staff typically can review and approve permits within a few days and it is not typically an issue but the ordinance is set to permit additional staff time.

11. **Shared Development Signage**

The deleted section is regarding content regulation and is being removed since amendments will conflict with amendments # 1 and # 2 above. The remaining section is still needed since it permits shared signage for controlled entrance developments and reduce sq ft of other signs in development.

12. **First Amendment Protection**

The section is no longer necessary since ordinance is being changed to be a content neutral sign ordinance. Obscene signage is being included in prohibited sign section. (Amendment#13)

13. **Prohibited Obscene Signs**

Included section to prevent obscene signage

14. **Change Signs from an Accessory to Primary Use**

The deleted section will no longer apply. Except for high rise interstate signs, signs are permitted to be installed on vacant property without primary building or use of property.

ORDINANCE 09-14

AN ORDINANCE AMENDING ARTICLE IV OF THE ZONING ORDINANCE AS INDICATED BELOW, REGARDING PERMITTING OFF PREMISE ADVERTISEMENT, MAXIMUM SQUARE FOOTAGE FOR VARIOUS TEMPORARY SIGNS, SIGN PERMIT REVIEW REQUIREMENTS, CLASSIFICATION OF SIGNS AS PRIMARY PROPERTY USE, PROHIBIT OBSCENE SIGNS, AND PROTECTION OF FIRST AMENDMENT RIGHTS.

WHEREAS, the Board of Mayor and Aldermen wishes to amend multiple sections of the Zoning Ordinance Regarding Signs. The amendments are to change sign ordinance to a content neutral sign ordinance, change maximum square footage of various temporary signs, permit signs to be primary use of property with exemption for interstate signs, prohibit obscene signs, and other sections as referenced below.

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

Amendment #1

Article IV Supplementary Provisions Applying to Specific Districts

Section 4.070, Standard for Signs

Sub-Section L. Prohibited Signs

Amendment Description: Remove Off-Premise Signs for Prohibited Signs

~~Off-Premise Signs, Including Billboards. Any sign which is not located on the premises that it identifies or advertises, (except as permitted elsewhere herein, i.e., garage, political and auction signs)~~

Amendment #2

Article IV Supplementary Provisions Applying to Specific Districts

Section 4.070, Standard for Signs

Sub-Section J. Standards and Criteria

Item 9. Commercial and Industrial Districts

Table 4.070 J Table 1 Signage Area and Height/Monument Signs

Amendment Description: Added Section

1 square foot of sign area for each 2 feet of street frontage with a minimum of 40 sq ft and a maximum of 65 sq ft. 1 foot of sign height for each 25 feet of street frontage

**Monument Sign** with a minimum of 6 feet and maximum of 10 ft. **A monument sign located on vacant property shall not exceed 20 twenty square feet.**

Amendment#3

Article IV Supplementary Provisions Applying to Specific Districts

Section 4.070, Standard for Signs

Sub-Section J. Standards and Criteria

Item 10. Interstate Sign District

Amendment Description: Added Section

- b. Interstate signs shall be allowed in addition to the allowable monument, wall, marquee, projecting, awning or canopy, and reader board. **Interstate signs are an accessory use to primary use of property and shall only be permitted and installed with construction or after construction of primary use of property. Interstate signs shall be shown on site development plan for primary use of property.**

#### Amendment#4

Article IV Supplementary Provisions Applying to Specific Districts

Section 4.070, Standard for Signs

Sub-Section I. Temporary Signs Requiring a Sign Permit at No Charge

Item: Auction Signs

Part 1 On-site

Amendment Description: Change maximum square footage

On Site.

One (1) sign per street frontage, not to exceed two per site. Maximum size of sign to be **twenty (20) square** feet, not exceeding five (5) feet in height, prohibited in public right-of-way, setback ten (10) feet from roadway. Allowed fourteen (14) days prior to the sale, must be removed within one (1) day after the sale.

#### Amendment#5

Article IV Supplementary Provisions Applying to Specific Districts

Section 4.070, Standard for Signs

Sub-Section I. Temporary Signs Requiring a Sign Permit at No Charge

Item: Political Signs

Amendment Description: Change maximum square footage

Political Signs Shall be limited in size and structure to a height of four (4) feet and a total square footage not to exceed **twenty (20) square foot**, and shall not be permitted upon any public property, easement, or right-of-way, and shall be permitted only upon privately owned lots with the consent of the owner no closer than ten (10) feet from the curb or right-of-way of any street.

#### Amendment#6

Article IV Supplementary Provisions Applying to Specific Districts

Section 4.070, Standard for Signs

Sub-Section I. Temporary Signs Requiring a Sign Permit at No Charge

Item: Political Signs

Amendment Description: Change maximum square footage and content title

from event and advertising sign.

**Temporary Site Signs** - Any business, individual, or organization may display one (1) banner sign per lot. In the case of multiple tenants per lot, no more than two (2) signs will be permitted at any one time. The signs must be separated by at least twenty-five (25) feet. The sign or signs can be placed a maximum of four (4) times a year not exceeding twenty-eight (28) days in any calendar year, with a maximum of twenty-one

(21) days between permits. A sign permit shall be obtained each time a banner is placed on site. A temporary banner sign shall not exceed **twenty (20) square feet in area**. The location and height of banner signs shall be in accordance with the White House Zoning Ordinance.

### Amendment#7

Article IV Supplementary Provisions Applying to Specific Districts

Section 4.070, Standard for Signs

Sub-Section I. Temporary Signs Requiring a Sign Permit at No Charge

Item: Temporary Subdivision Signs

Amendment Description: Change maximum square footage

Temporary Subdivision Signs. Temporary signs identifying the name of the subdivision being developed may be erected at the entrances, not to exceed two (2) per subdivision. Signs shall be limited to **thirty-two (32) square feet in area**, and **six (6) feet in height**. No sign shall be placed within sight visibility triangles and **five (5) feet** from road right of way or property line. Signs must be removed at **ninety (90) percent** of subdivision completion.

### Amendment# 8

Article IV Supplementary Provisions Applying to Specific Districts

Section 4.070, Standard for Signs

Sub-Section I. Temporary Signs Requiring a Sign Permit at No Charge

Item: Construction Signs

Amendment Description: Change maximum square footage

Construction Signs.

Temporary signs announcing new buildings or projects, erected after the commencement of building construction or site development. Each construction site shall be limited to one (1) construction sign not exceeding **thirty-two (32) square feet in area and six (6) feet in height**, which shall be removed by the time a permanent sign is erected or a certificate of occupancy for the building is issued, whichever occurs first.

### Amendment# 9

Article IV Supplementary Provisions Applying to Specific Districts

Section 4.070, Standard for Signs

Sub-Section H. Exempt Signs

Item: Temporary Real Estate Signs

Amendment Description: Change maximum square footage

Temporary Real Estate Signs. Temporary signs indicating the availability of real property for lease or sale, located on the premises being leased or sold. Display of such signs shall be limited to one (1) per property not exceeding six (6) feet in height and not exceeding **six (6) square feet in area** in residential zones, except on major local roadway and in all other zones shall not exceed **twenty (20) square feet in area**. Such signs shall be removed within seven (7) days of the settlement or lease of the property.

### Amendment#10

Article IV Supplementary Provisions Applying to Specific Districts

Section 4.070, Standard for Signs

Sub-Section D. Permit Procedures

Item: 3. Permit Review, Issuance, and Recording

Amendment Description: Add time line for approval

3. Permit Review, Issuance, and Recording

The building inspector shall examine all sign permit applications. Permit applicants shall be issued a copy of the original permit application, with approval and approval date noted, for all signs which conform to the requirements of this ordinance. Such approved applications shall serve as sign permits. The building inspector shall maintain a record of all sign permit applications with notations of approval or disapproval. All sign permits shall be dated and numbered in the order of their issuance.

**Sign permit to be approved or denied with (15) business days of submittal. If it is determined that Planning Commission and Board of Zoning appeals approval is required or requested, then approval or denial to be completed within (15) business days of Planning Commission and/or Board of Zoning Appeals approval. If sign permit is denied based on incomplete submittal and not required to obtain Planning Commission or Board of Zoning Appeals approval then applicant can resubmit without requiring Board of Zoning of Appeals approval and the re-submitted permit application shall be approved or denied within fifteen (15) business days.**

**AMENDMENT#11**

Article IV Supplementary Provisions Applying to Specific Districts

Section 4.070, Standard for Signs

Sub-Section J. Standards and Criteria

Item 9. Commercial and Industrial Districts

Part e. Shared Development Signage:

Amendment Description: Deleted section that required on-premise advertisement requirement

e. **Shared Development Signage:** Developments planned with multiple lots and shared access points as part of the Planning Commission development approval process can be proposed to include a shared center sign. The maximum height and area of the shared center monument sign per the zoning ordinance may be increased by 25%. The street frontage requirements for the sign would be based on the entire street frontage of the development. Developments shall only contain one shared monument sign per street frontage, with a maximum of two shared monument signs. The individual on-site monument signs for the individual lots within the development would be limited in height based on number of lots and property dimensions but the individual property signs shall not exceed 40 sq ft in area and 6 ft in height. ~~The shared development center monument sign would not be regulated as an off-premise sign, but only businesses and tenants part of the development could be listed on the shared monument sign. The common sign shall be located on a commonly owned and maintained property within the development.~~

## AMENDMENT#12

Article IV Supplementary Provisions Applying to Specific Districts  
Section 4.070, Standard for Signs

Sub-Section O. Protection of First Amendment Rights

Amendment Description: Remove section since ordinance is changed to prevent content regulation

### ~~O. Protection of First Amendment Rights~~

~~Any sign, display, or device allowed under this ordinance may contain, in lieu of any other copy, any otherwise lawful non-commercial message that does not direct attention to a business operated for profit or to a commodity or service for sale, and that complies with all other requirements of this ordinance.~~

## AMENDMENT#13

Article IV Supplementary Provisions Applying to Specific Districts  
Section 4.070, Standard for Signs

Sub-Section: L. Prohibited Signs

Amendment Description: Add section to prohibit obscene signs

**Obscene** Any sign that exhibits statements, words, or pictures of an obscene nature, as defined by the United States Supreme Court

## AMENDMENT#14

Article IV Supplementary Provisions Applying to Specific Districts  
Section 4.070, Standard for Signs

Sub-Section D. Permit Procedures

Item: 1. Permit Required

Amendment Description: Change Sign from accessory to primary use

### 1. Permit Required

No sign or sign structure, except as provided in Sections H (Exempt Signs) and M (Nonconforming Signs), shall be erected, displayed, altered, relocated, or replaced until a sign permit has been issued. ~~For the purpose of this ordinance, all signs are considered accessory uses of real property and shall be located on the premises of the principal use to which they pertain.~~

**BE IT FURTHER ORDAINED** that these amendment have been approved by the Planning Commission at the Monday June 8<sup>th</sup> Meeting

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: July 16, 2009

Second Reading: August 20, 2009

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John Decker, Mayor

ATTEST:

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Christie M. Odenwald, City Recorder

*FINANCE AND  
OTHER BUSINESS . . .*





# WHITE HOUSE POLICE DEPARTMENT

## John W. Decker Police Facility

303 North Palmers Chapel Rd.  
White House, Tennessee 37188  
615-672-4903  
Fax 615-672-4915

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Chief Gerald Herman  
**Cc:** Angie Carrier, Charlotte Soporowski  
**Date:** August 4, 2009  
**Re:** Surplus Item

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The White House Police Department is requesting that the following item be sold as surplus property and removed from the asset inventory:

<b>VEHICLES</b>	<b>VIN</b>	<b>MILEAGE</b>
1996 Ford Crown Victoria	2FALP4W8TX136906	140,000

\*\* This is not a "police package" vehicle. Vehicle was awarded to the PD by the court after it was seized for conveyance of an illegal substance.

A handwritten signature in cursive script, reading "Gerald P. Herman".

**Memo**

TO: Board of Mayor and Alderman  
FROM: Ron Bailey, City Engineer  
DATE: August 20, 2009  
SUBJECT: 2009-10 Paving & Roadway Repair

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The City has solicited the 2009-10 Paving and Roadway Repair project for bids. The bid document was created by the Engineering Department and the project was advertised in July. Two bids were received on the August 6<sup>th</sup> bid date with the lowest total bid being \$1,051,142.50 from Sessions Paving Company, Inc. The bid results are attached.

The bid was actually broken into two categories, Paving and Roadway Repair, in the Bid Document and the bidders were notified that the bids may be separated for contract. The City Engineer examined the bids and after comparing the bids to the actual projects for this year determined that there would be significant savings by separating the bids. The savings continued to increase when compared to the next five years paving and roadway projects. The Paving bid includes the resurfacing of City streets as well as pavement markings, milling, and additional binder course if needed. The Roadway Repair bid includes drainage installation and repairs, asphalt repairs, excavation, erosion control, and other assorted items.

Engineering recommends that the Board of Mayor and Alderman enter into two separate contracts for the 2009-10 Paving and Roadway Repair. Engineering recommends a **Paving contract with Rogers Group, Inc.** and a **Roadway Repair contract with Sessions Paving Company, Inc.** with a combined Not To Exceed amount of \$200,000 for the 2009-2010 fiscal year. The City has set aside \$200,000 in State Street Aid for Paving and Roadway Repairs for this fiscal year. The bid document has an extension clause for up to five total years of possible contract time.

CITY OF WHITE HOUSE

2009-2010 PAVING AND ROADWAY REPAIR

2009-2010 Roadway Repair and Paving Project		Rogers Group		Sessions Group	
		2124 Nashville Pike	6535 Robertson Ave		
		Gallatin, TN 37066	Nashville, TN 37209		
		Unit Cost	Unit Cost	Unit Cost	Unit Cost
OPENING: August 6th, 2009					
SPECIFICATIONS:					
Paving	\$	148,385.25	\$	157,392.50	
Roadway Repair	\$	950,015.00	\$	893,750.00	
Delivery					
Totals	\$	1,098,400.25	\$	1,051,142.50	

**Memo**

TO: Board of Mayor and Alderman  
FROM: Ron Bailey, City Engineer  
DATE: August 20, 2009  
SUBJECT: Greenway Bank Stabilization

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The City has solicited the Greenway Bank Stabilization project for bid. The design and bid document were created by the Engineering Department with the project being advertised in July. This project consists of installing a gabion wall along a section of Honey Run Creek that has encroached to within one foot of the paved Greenway trail.

There were five bids received and opened on Tuesday, August 11, 2009 at 11am. The bid results are attached. The low bidder came in at \$40,700 for the Base Bid gabion wall construction, \$31,600 for Alt. #1 MSE Block Wall, and \$2,500 for Add Alt. #2 access ramp. The City currently has \$76,500 set aside this fiscal year for Greenway repairs.

Engineering recommends that the City enter into a formal contract with Hodges Group (low bidder) to install the needed repairs to this section of the Greenway. The Not To Exceed amount should be approved at \$43,200 for the Base Bid and Add Alternate #2.

CITY OF WHITE HOUSE  
GREENWAY STABILIZATION PROJECT

	Hodges Group, Inc 100 Main St., Suite 204 Portland, TN 37148	Sessions Paving P.O. Box 90266 Nashville, TN 37209	Resource Management Co 729 Claude Jones Rd Murfreesboro, TN 37129	Craig Johnson Construction P.O. Box 1247 White House, TN 37188	Middle 10 Contractors 463 Bonnie Valley Dr Lebanon, TN 37087
	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
GREENWAY STABILIZATION PROJECT					
OPENING: AUGUST 11TH, 2009					
SPECIFICATIONS:					
Base Proposal	\$ 40,700.00	\$ 40,712.00	\$ 50,635.00	\$ 62,000.00	\$ 153,000.00
Alternate #1	\$ 31,600.00	\$ 38,962.00	\$ 61,395.00	\$ 47,000.00	\$ 169,000.00
Alternate #2	\$ 2,500.00	\$ 6,880.00	\$ 22,905.00	\$ 12,000.00	\$ 19,000.00
Delivery					
Totals	\$ 74,800.00	\$ 86,554.00	\$ 134,935.00	\$ 121,000.00	\$ 341,000.00

**Memo**

TO: Board of Mayor and Alderman  
FROM: Ron Bailey, City Engineer  
DATE: August 20, 2009  
SUBJECT: ARRA Contract for Calista Road Improvements

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The City of White House has been selected to receive funds from the American Recovery and Reinvestment Act of 2009 (ARRA). The Calista Road Improvements project was awarded \$514,812 from the Federal government through the MPO and TDOT funding process. The project includes paving Calista Road from Hwy 31 to Bill Moss Road, pavement repair, drainage culvert replacement, installing a section of sidewalk, widening a section of Calista Road, and repairing two line-of-sight issues. This project must follow TDOT-Local Programs Office guidelines to maintain funding eligibility and must be obligated by March 2010.

Engineering recommends that the Board of Mayor and Aldermen enter into a formal contract with TDOT to receive ARRA funds for the Calista Road project.

**Agreement Number: 090251**

**Project Identification Number: 113055.00**

**State of Tennessee Department of Transportation**

**LOCAL AGENCY PROJECT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of White House (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Resurfacing: Calista Road from Hwy 31 to Bill Moss Road.

**A. PURPOSE OF AGREEMENT**

**A.1 Purpose:**

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed..

**A.2 Modifications and Additions:**

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

**B. ACCOMPLISHMENT OF PROJECT**

**B.1 General Requirements:**

- a)

	<b>Responsible Party</b>	<b>Funding Provided by Agency or Project.</b>
Environmental Clearance by:	Agency	Project
Preliminary Engineering by:	Agency	Project
Right-of-Way by:	Agency	Agency

Utility Coordination by:	Agency	Agency
Construction by:	Agency	Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

### **B.2 Completion Date:**

- a) The Agency agrees to complete the herein assigned phases of the Project on or before September 30, 2015. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

### **B.3 Environmental Regulations:**

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

#### **B.4 Plans and Specifications**

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
  - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

#### **B.5 Right-of-Way**

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure

to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.

- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

#### **B.6 Approval of the Construction Phase**

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.

- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

### **B.7 Detours**

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

### **B.8 Utilities**

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
- 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
  - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

### **B.9 Railroad**

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

## **C. PAYMENT TERMS AND CONDITIONS**

### **C.1 Total Cost:**

**In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

### **C.2 Eligible Costs:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

### **C.3 Limits on Federal and State Participation:**

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

**C.4 Payment Methodology:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

**C.5 The Department's Obligations:**

**In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.**

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
  - 1) **Misrepresentation:**  
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
  - 2) **Litigation:**  
There is then pending litigation with respect to the performance by the

Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**C.6 Final Invoices:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

**C.7 Offset:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

**C.8 Travel Compensation**

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

## **D. STANDARD TERMS AND CONDITIONS**

### **D.1 Governing Law:**

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

### **D.2 General Compliance with Federal, State, and Local Law:**

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

### **D.3 State Law:**

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

### **D.4 Submission of the Proceedings, Agreements, and Other Documents:**

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

### **D.5 Appropriations of Funds:**

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### **D.6 Rights and Remedies Not Waived:**

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

#### **D.7 Department Not Obligated to Third Parties:**

- a) The Department shall not be obligated or liable hereunder to any party other than the Agency.

#### **D.8 Independent Contractor:**

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

**D.9 Maintenance:**

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency agrees that the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

**D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**In the event that the herein-described project is funded with federal funds, the following shall apply:**

- a) **DBE Policy:**  
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**  
The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

**D.11 Tennessee Department of Transportation Debarment and Suspension:**

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

**D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

- a) **Instructions for Certification - Primary Covered Transactions:**

**By signing and submitting this Agreement, the Agency is providing the certification set out below.**

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

**b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:**

**The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:**

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **D.13 Equal Employment Opportunity:**

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

#### **D.14 Title VI – Civil Rights Act of 1964:**

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990 (ADA):**

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**D.16 Conflicts of Interest:**

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of it's subcontracts, the following provision:
  - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

**D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):**

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**D.18 Restrictions on Lobbying (applies to federal aid projects):**

**The Agency certifies, to the best of its knowledge and belief, that:**

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

#### **D.19 Records:**

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

#### **D.20 Inspection:**

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized

agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.

- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.
- c) Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:
  - "(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
  - (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions."

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

- d) Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.
- e) The aforesaid D.20 c) and D.20 d) language shall be included in all contracts and subcontracts using ARRA funds.

#### **D.21 Annual Report and Audit:**

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

#### **D.22 Termination for Convenience:**

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### **D.23 Termination for Cause:**

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.

- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

#### **D.24 How Agreement is Affected by Provisions Being Held Invalid:**

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

#### **D.25 Agreement Format:**

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

#### **D.26 Certification Regarding Third Party Contracts:**

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of

funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

**D.27 Amendment:**

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

**D.28 State Liability:**

- a) The Department shall have no liability except as specifically provided in this Agreement.

**D.29 Force Majeure:**

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

**D.30 Required Approvals:**

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

**D.31 Estimated Cost:**

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

**D.32 Third Party Liability:**

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits

of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**D.33 Deposits:**

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

**D.35 Congestion Mitigation and Air Quality Requirement:**

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
  - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

**D.36 Investment of Public Funds:**

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

<b>Amount</b>	<b>=</b>	<b>Open to Public and Vehicular Traffic</b>
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

**D.37 Voluntary Buyout Program:**

- a) Voluntary Buyout Program. The Agency acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former

state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- b) The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- c) The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Agency understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State agency would not be appropriate, and in such cases the State may refuse Agency personnel. Inasmuch, it shall be the responsibility of the State to review Agency personnel to identify any such issues.
- d) With reference to either subsection a. or b. above, a agency may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the VBP Contracting Restriction Waiver Request format available from the State and the Internet at: [www.state.tn.us/finance/rds/ocr/waiver.html](http://www.state.tn.us/finance/rds/ocr/waiver.html). The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

#### **D.38 Federal Economic Stimulus Funding:**

This Agreement is funded in whole or part by the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Agency is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Agency provides information to the Department as required.

#### **The Agency (and any subcontractor) shall comply with the following:**

- a) Federal Grant Award Documents, as applicable.
- b) Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at [www.whitehouse.gov/omb/recovery\\_default/](http://www.whitehouse.gov/omb/recovery_default/), as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at [www.whitehouse.gov/omb/financial\\_offm\\_circulars/](http://www.whitehouse.gov/omb/financial_offm_circulars/).
- c) Office of Tennessee Recovery Act Management Directives (posted on the Internet at [www.tnrecovery.gov](http://www.tnrecovery.gov)).

- d) The Recovery Act, including but not limited to the following sections of that Act:
- (1) Section 1604 – Disallowable Use. No funds pursuant to this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
  - (2) Section 1512 – Reporting and Registration Requirements. The Agency must report on use of Recovery Act funds provided through this Agreement. Information from these reports will be made available to the public.
  - (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
    - i. gross mismanagement,
    - ii. gross waste,
    - iii. substantial and specific danger to public health or safety,
    - iv. abuse of authority, or
    - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of an Agreement).

**Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:** Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

**Requirement to Post Notice of Rights and Remedies:** The Agency and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at [www.recovery.gov](http://www.recovery.gov), for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access Of Government Accountability Office. The Agency shall provide that the Comptroller General and his representatives are authorized:
- i. to examine any records of the Agency or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Agreement or a subcontract; and
  - ii. to interview any officer or employee of the Agency or any of its subcontractors regarding such transactions.
- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general’s website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Agreement, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
- i. to examine any records, of the Agency or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Agreement; and
  - ii. to interview any officer or employee of the Agency or any subcontractors regarding such transactions.
- (7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Agreement shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Agreement, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade),

as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

- (8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Agreement may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- e) The Agency agrees that all reports and reporting information required by the Recovery Act shall be submitted to the Department in a format and time frame as specified by the Department.
  - f) The Agency agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
  - g) If the Agency enters into one or more subcontracts for any of the services performed under this Agreement, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Agreement Section D.38, “Federal Economic Stimulus Funding.”

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF WHITE HOUSE**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor Commissioner  
Gerald F. Nicely

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
Attorney General Counsel  
City John Reinbold

**EXHIBIT "A"****CONTRACT NO.:** 090251**PROJECT IDENTIFICATION NO.:** 113055.00**PROJECT DESCRIPTION:** RESURFACING: CALISTA ROAD FROM HWY 31 TO BILL MOSS ROAD.

**CHANGE IN COST:** Cost hereunder is controlled by the availability of American Recovery & Reinvestment Act of 2009 (ARRA) funding. Increases in cost must be approved in advance by the Department and must also be included in the TIP.

**TYPE OF WORK:** RESURFACING

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE	ARRA	100	0	0	\$80,000.00
CONST	ARRA	100	0	0	\$431,812.00
OVERSIGHT	ARRA	100	0	0	\$3,000.00

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the available American Recovery and Reinvestment Act of 2009 (ARRA) Funding or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration. If additional American Recovery and Reinvestment Act of 2009 Funding is adjudged available by the department, no amendment is required to this contract for the expenditure of these additional funds.

**PERIOD OF AVAILABILITY AND EXPENDITURE:** The Agency agrees that the funds provided hereunder must be obligated with the Federal Highway Administration within the period of availability, currently established as March 2, 2010. Any project costs incurred in excess of those funds obligated with the FHWA after the date of availability must be funded with other federal funds or with local funds. The Agency agrees that if other federal funds are used, it will pay the non-federal share. The Agency further understands that the obligated ARRA funds made available hereunder will not provide reimbursement for project expenditures incurred after September 30, 2015. Any project costs not fundable with either ARRA or other federal funds will be the responsibility of the Agency.

**CERTIFICATIONS:** The Agency agrees to provide any certifications required by the FHWA, the department, or by any law or regulation.

**WORKZONE REQUIREMENTS:** The Agency agrees to implement the requirements of Workzone Safety found at <http://ops.fhwa.dot.gov/wz/resources/policy.htm> in the implementation of the herein-described project. The Agency understands that failure to implement these policies can result in a loss of funding.

**LEGISLATIVE AUTHORITY:** American Recovery and Reinvestment Act of 2009  
Compliance with all of the requirements imposed by ARRA and the regulations and guidance of the State and Federal government issued thereunder shall be required.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

**Memo**

TO: Board of Mayor and Alderman  
FROM: Ron Bailey, City Engineer  
DATE: August 20, 2009  
SUBJECT: ARRA Contract for Fiber Optics

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The City of White House has been selected to receive funds from the American Recovery and Reinvestment Act of 2009 (ARRA). The Fiber Optics project was awarded \$660,000 from the Federal government through the MPO and TDOT funding process. In addition, the City has set aside \$150,000 from the General Fund, \$50,000 from the Wastewater Fund, \$70,000 from the Sanitation Fund and \$30,000 from the Road Impact Fees. The project includes the installation of a City-dedicated fiber optics communications line along Hwy 76 and Hwy 31 for signal upgrade and communications to emergency municipal buildings. This project must follow TDOT-Local Programs Office guidelines to maintain funding eligibility and must be obligated by March 2010.

Engineering recommends that the Board of Mayor and Aldermen enter into a formal contract with TDOT to receive ARRA funds for the Fiber Optic project.

**Agreement Number: 090202**

**Project Identification Number: 112664.00**

**State of Tennessee Department of Transportation**

**LOCAL AGENCY PROJECT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of White House (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Signal upgrade to fiber optics along Hwy 76 and Hwy 31 and communications to emergency municipal buildings.

**A. PURPOSE OF AGREEMENT**

**A.1 Purpose:**

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed..

**A.2 Modifications and Additions:**

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

**B. ACCOMPLISHMENT OF PROJECT**

**B.1 General Requirements:**

a)		<b>Responsible Party</b>	<b>Funding Provided by Agency or Project.</b>
	Environmental Clearance by:	Agency	Project
	Preliminary Engineering by:	Agency	Project

Right-of-Way by:	Agency	Agency
Utility Coordination by:	Agency	Agency
Construction by:	Agency	Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

### **B.2 Completion Date:**

- a) The Agency agrees to complete the herein assigned phases of the Project on or before September 15, 2015. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

### **B.3 Environmental Regulations:**

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith. The Agency will be

responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

#### **B.4 Plans and Specifications**

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
  - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

#### **B.5 Right-of-Way**

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the

reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.

- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

### **B.6 Approval of the Construction Phase**

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any

construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.

- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

### **B.7 Detours**

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Department's Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

### **B.8 Utilities**

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
  - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
  - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

### **B.9 Railroad**

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

## **C. PAYMENT TERMS AND CONDITIONS**

### **C.1 Total Cost:**

**In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

### **C.2 Eligible Costs:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

### **C.3 Limits on Federal and State Participation:**

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.

- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

#### **C.4 Payment Methodology:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

#### **C.5 The Department's Obligations:**

**In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.**

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its

application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**C.6 Final Invoices:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

**C.7 Offset:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

**C.8 Travel Compensation**

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

## **D. STANDARD TERMS AND CONDITIONS**

### **D.1 Governing Law:**

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

### **D.2 General Compliance with Federal, State, and Local Law:**

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

### **D.3 State Law:**

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

### **D.4 Submission of the Proceedings, Agreements, and Other Documents:**

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

#### **D.5 Appropriations of Funds:**

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### **D.6 Rights and Remedies Not Waived:**

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

#### **D.7 Department Not Obligated to Third Parties:**

- a) The Department shall not be obligated or liable hereunder to any party other than the Agency.

#### **D.8 Independent Contractor:**

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or

construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

#### **D.9 Maintenance:**

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency agrees that the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

#### **D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**In the event that the herein-described project is funded with federal funds, the following shall apply:**

- a) **DBE Policy:**  
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**  
The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In

this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

#### **D.11 Tennessee Department of Transportation Debarment and Suspension:**

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

#### **D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

- a) **Instructions for Certification - Primary Covered Transactions:**

**By signing and submitting this Agreement, the Agency is providing the certification set out below.**

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

**b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:**

**The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:**

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**D.13 Equal Employment Opportunity:**

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency

shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**D.14 Title VI – Civil Rights Act of 1964:**

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990 (ADA):**

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**D.16 Conflicts of Interest:**

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of it's subcontracts, the following provision:
  - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

**D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):**

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**D.18 Restrictions on Lobbying (applies to federal aid projects):**

**The Agency certifies, to the best of its knowledge and belief, that:**

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

#### **D.19 Records:**

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

**D.20 Inspection:**

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.
- c) Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

"(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and  
 (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions."

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

- d) Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.
- e) The aforesaid D.20 c) and D.20 d) language shall be included in all contracts and subcontracts using ARRA funds.

**D.21 Annual Report and Audit:**

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

#### **D.22 Termination for Convenience:**

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### **D.23 Termination for Cause:**

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and

withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.

- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

#### **D.24 How Agreement is Affected by Provisions Being Held Invalid:**

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

#### **D.25 Agreement Format:**

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

#### **D.26 Certification Regarding Third Party Contracts:**

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under

this Agreement without prior disclosure of such proposed contract to the Department.

- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

**D.27 Amendment:**

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

**D.28 State Liability:**

- a) The Department shall have no liability except as specifically provided in this Agreement.

**D.29 Force Majeure:**

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

**D.30 Required Approvals:**

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

**D.31 Estimated Cost:**

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

**D.32 Third Party Liability:**

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**D.33 Deposits:**

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

**D.35 Congestion Mitigation and Air Quality Requirement:**

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
- 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

**D.36 Investment of Public Funds:**

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

<b>Amount</b>	<b>=</b>	<b>Open to Public and Vehicular Traffic</b>
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

**D.37 Voluntary Buyout Program:**

- a) Voluntary Buyout Program. The Agency acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- b) The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- c) The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Agency understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State agency would not be appropriate, and in such cases the State may refuse Agency personnel. Inasmuch, it shall be the responsibility of the State to review Agency personnel to identify any such issues.
- d) With reference to either subsection a. or b. above, a agency may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the VBP Contracting Restriction Waiver Request format available from the State and the Internet at: [www.state.tn.us/finance/rds/ocr/waiver.html](http://www.state.tn.us/finance/rds/ocr/waiver.html). The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

**D.38 Federal Economic Stimulus Funding:**

This Agreement is funded in whole or part by the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Agency is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Agency provides information to the Department as required.

**The Agency (and any subcontractor) shall comply with the following:**

- a) Federal Grant Award Documents, as applicable.
- b) Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at [www.whitehouse.gov/omb/recovery\\_default/](http://www.whitehouse.gov/omb/recovery_default/), as well

as OMB Circulars, including but not limited to A-102 and A-133 as posted at [www.whitehouse.gov/omb/financial\\_offm\\_circulars/](http://www.whitehouse.gov/omb/financial_offm_circulars/).

- c) Office of Tennessee Recovery Act Management Directives (posted on the Internet at [www.tnrecovery.gov](http://www.tnrecovery.gov)).
- d) The Recovery Act, including but not limited to the following sections of that Act:
  - (1) Section 1604 – Disallowable Use. No funds pursuant to this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
  - (2) Section 1512 – Reporting and Registration Requirements. The Agency must report on use of Recovery Act funds provided through this Agreement. Information from these reports will be made available to the public.
  - (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
    - i. gross mismanagement,
    - ii. gross waste,
    - iii. substantial and specific danger to public health or safety,
    - iv. abuse of authority, or
    - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of an Agreement).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Agency and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at [www.recovery.gov](http://www.recovery.gov), for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access Of Government Accountability Office. The Agency shall provide that the Comptroller General and his representatives are authorized:
- i. to examine any records of the Agency or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Agreement or a subcontract; and
  - ii. to interview any officer or employee of the Agency or any of its subcontractors regarding such transactions.
- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general’s website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Agreement, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
- i. to examine any records, of the Agency or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Agreement; and
  - ii. to interview any officer or employee of the Agency or any subcontractors regarding such transactions.
- (7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Agreement shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and

interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Agreement, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

- (8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Agreement may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- e) The Agency agrees that all reports and reporting information required by the Recovery Act shall be submitted to the Department in a format and time frame as specified by the Department.
  - f) The Agency agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
  - g) If the Agency enters into one or more subcontracts for any of the services performed under this Agreement, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Agreement Section D.38, “Federal Economic Stimulus Funding.”

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF WHITE HOUSE**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor Commissioner

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
Attorney John Reinbold  
City General Counsel

**EXHIBIT "A"****CONTRACT NO.:** 090202**PROJECT IDENTIFICATION NO.:** 112664.00**PROJECT DESCRIPTION:** Signal upgrade to fiber optics along Hwy 76 and Hwy 31 and communications to emergency municipal buildings.**CHANGE IN COST:** Cost hereunder is controlled by the availability of American Recovery & Reinvestment Act of 2009 (ARRA) funding. Increases in cost must be approved in advance by the Department and must also be included in the TIP.**TYPE OF WORK:** SIGNALIZATION

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE - ENVIRON	ARRA	100	0	0	\$45,000.00
PE-FINAL DESIGN	ARRA	100	0	0	\$15,000.00
CONST	ARRA	100	0	0	\$588,000.00
OVERSIGHT	ARRA	100	0	0	\$12,000.00

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the available American Recovery and Reinvestment Act of 2009 (ARRA) Funding or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration. If additional American Recovery and Reinvestment Act of 2009 Funding is adjudged available by the department, no amendment is required to this contract for the expenditure of these additional funds.

**PERIOD OF AVAILABILITY AND EXPENDITURE:** The Agency agrees that the funds provided hereunder must be obligated with the Federal Highway Administration within the period of availability, currently established as March 2, 2010. Any project costs incurred in excess of those funds obligated with the FHWA after the date of availability must be funded with other federal funds or with local funds. The Agency agrees that if other federal funds are used, it will pay the non-federal share. The Agency further understands that the obligated ARRA funds made available hereunder will not provide reimbursement for project expenditures incurred after September 30, 2015. Any project costs not fundable with either ARRA or other federal funds will be the responsibility of the Agency.

**CERTIFICATIONS:** The Agency agrees to provide any certifications required by the FHWA, the department, or by any law or regulation.

**WORKZONE REQUIREMENTS:** The Agency agrees to implement the requirements of Workzone Safety found at <http://ops.fhwa.dot.gov/wz/resources/policy.htm> in the implementation of the herein-described project. The Agency understands that failure to implement these policies can result in a loss of funding.

**LEGISLATIVE AUTHORITY:** American Recovery and Reinvestment Act of 2009  
Compliance with all of the requirements imposed by ARRA and the regulations and guidance of the State and Federal government issued thereunder shall be required.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

*August 5, 2009*

# **M E M O R A N D U M**

To: Board of Mayor and Aldermen

From: Angie Carrier  
City Administrator

Re: Dyer and Boger Electrical Request

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This item has been on a previous agenda and was approved by the Board at \$200/linear foot which amounted to \$6,600. A change order was not approved prior to the work being completed; therefore the amount requested was not approved. After that decision Mr. Boger has presented another invoice and detailed information supporting the invoice. This was requested of him at a meeting a few months ago. Therefore, since the information was requested, it is being presented to the Board again for reconsideration of the new amount included in your packet.



# Kline Swinney Associates

22 Middleton Street  
Nashville, TN 37210  
Tel: (615) 255-1854  
Fax: (615) 244-1123

email: mailbox@ksarchitects.com  
website: ksarchitects.com

## Fax Transmittal

Please deliver the following page(s) to:

Name: Angie Carrier Date: 7-23-09

Firm: \_\_\_\_\_ Fax: 672-2939

From: Bob Swinney

Project Name: Fire Station #2 – City of White House

This is page one of many

Remarks:

Angie, I just got this from David Boger. This is the information that we need to get to Cliff Hudson and Mike Arnold.

Thanks

Bob

# DYER & BOGER CONSTRUCTION

1045C Avondale, Hendersonville, TN 37075, Phone (615) 824-2400, Fax (615) 824-2488

7/23/09

Bob Swinney  
Kline Swinney & Associates  
22 Middleton St  
Nashville, TN 37210

Fax: 244-1123

RE: White House Fire Hall # 2

Bob,

The following is our Costs to furnish and install electrical line extensions as requested by CEMC. This price is revised to reflect 300 LF of additional Trenching the other 190 lf should have been included in the base bid:

## PROPOSAL REQUEST #2

	ADD
1 Labor	\$1,854.75
2 Conduit Materials	1,817.26
3 Gravel Backfill	\$1,695.43
4 Excavation 300 LF @ \$14.00	4,200.00
5 Superintendent	\$266.00
Subtotal	\$9,833.44
Overhead	983.344
Total Change	\$10,816.78

Attached please find copies of all costs incurred to date for this additional work as well as sketches of the scope of work and daily reports as requested.

If you have any questions or require any further information please do not hesitate to contact me.

Sincerely



David Boger

Cc: File  
Angie Carrier City of White House

**PROJECT CONSTRUCTION PROGRAM**

**CONTRACTOR'S DAILY CONSTRUCTION REPORT**

PROJECT: City of White House Fire Station #2  
 JOB NO. \_\_\_\_\_ REPORT NO. \_\_\_\_\_ DATE 4-22-2008  
 WEATHER: SUNNY TEMP. MAX 63°F MIN 52°F PRECIPITATION: NONE

PERSONNEL EMPLOYED		MAJOR EQUIPMENT ON PROJECT		
CONTRACTORS	SUBCONTRACTORS	NO.	DESCRIPTION	HRS. OP
<u>1</u> Administrative Supervisors	<u>3</u> Mechanical	_____	Cranes	_____
_____ Carpenters	_____ Electrical	_____	Loaders	_____
_____ Iron Workers	<u>1</u> Instrumentation	_____	Backhoes (Tilt)	_____
_____ Finishers	<u>1</u> Siltwork <u>BEN GAYLER</u>	_____	Backhoes (Tilt)	_____
<u>2</u> Operators	_____ Masonry	_____	Dozers	_____
_____ Pipefitters	_____ Roofing	_____	Welders	_____
<u>1</u> Laborers <u>TROJAN</u>	_____ Rebar	_____	Pumps	_____
_____ Truck Drivers	_____ Foundation	_____	Compressors	_____
	_____ Painting	_____	Dump Trucks	_____
	<u>3</u> Plumbers <u>A2 H</u>	_____		_____
	<u>4</u> METAL FRAMEAS	_____		_____

WORK PERFORMED TODAY: GAYLER Finishing Back Filling AND Grading on Elec. Pit/ start SECOND PART next week

Scott Insulating + Roofing BAY Finished start Roofing main Building Friday

COMMENTS: Scott Tenn steel to start Roofing BAYS

SIA Elec to take over on Monday

OVER →

BY: Dennis White (Super)

TITLE: Superintendent

Telephone & Cable

IN SAME AREA OUTONLY

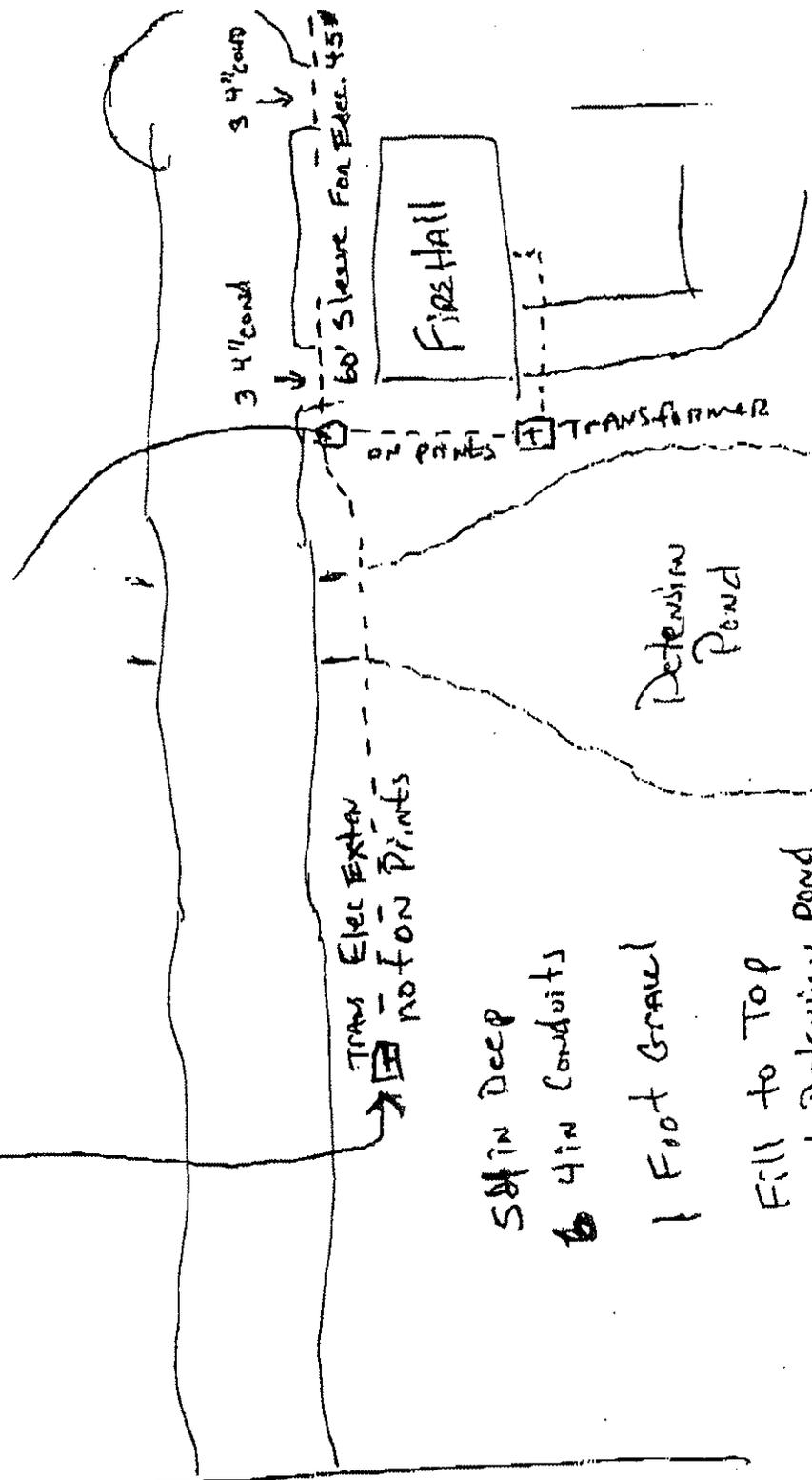
36" Deep 1 4" FEE PHONE

2 2" FEE CABLE

Conduit layout

000  
000

Transfer switch



TRANS Elec EXTEN  
- NO FIBER PRINTS

58" in Deep  
6 4" in Conduits

1 Foot Gravel

Fill to Top  
ON Detention Pond

Exit sleeves As Per CEMC  
ALSO NOT ON PRINTS  
TOTAL



Phone: 817-234-2000  
 Fax: 817-234-2400  
 Cell: 817-403-0220

1845 C. Lane Rd  
 Fort Worth, TX 76176

PROJECT CONSTRUCTION PROGRAM

CONTRACTOR'S DAILY CONSTRUCTION REPORT

PROJECT: City of White House Fire Station #2

JOB NO. \_\_\_\_\_ REPORT NO. \_\_\_\_\_ DATE 4-16-2008

WEATHER: SUNNY TEMP. MAX 68 °F MIN 47 °F PRECIPITATION: NONE

PERSONNEL EMPLOYED		MAJOR EQUIPMENT ON PROJECT		
CONTRACTORS	SUBCONTRACTORS	NO.	DESCRIPTION	QRS. OP
<u>1</u> Administrative Supervisors	<u>3</u> Mechanical	_____	Cranes	_____
_____ Carpenters	_____ Electrical	_____	Loaders	_____
_____ Iron Workers	<u>2</u> Instrumentation	<u>1</u>	Backhoes (Trk)	_____
_____ Finishers	_____ Sitework Ben Gasler	_____	Backhoes (Tire)	_____
<u>2</u> Operators Pitt	<u>1</u> Masonry	_____	Dozers	_____
_____ Pipelayers	_____ Roofing	_____	Welders	_____
_____ Laborers	_____ Rebar	_____	Pumps	_____
_____ Truck Drivers	_____ Foundation	_____	Compressors	_____
_____	_____ Pathing	_____	Dump Trucks	_____
_____	<u>3</u> Plumbers	_____		_____
_____	<u>2</u> Metal Framing	_____		_____

WORK PERFORMED TODAY: Masons starting on walls for main Bldg.

Starting Elec Extension As Per David  
ON MAIN Elec Lines no Drawings on Lines got  
with Chris with BEMC About where 3 4inch conduct  
extended from Transfer Box to front of site  
As per Drawing from CEMC not shown on print

COMMENTS: Marty with S&A came by to look at  
site get with David About taking over Elec work  
A&H missed plumbing in Rest Room start Sawing  
tomorrow

BY: Dennis White (Super)  
 TITLE: Superintendent

PROJECT CONSTRUCTION PROGRAM

**CONTRACTOR'S DAILY CONSTRUCTION REPORT**

PROJECT: City of White House Fire Station #2  
 JOB NO. \_\_\_\_\_ REPORT NO. \_\_\_\_\_ DATE 4-17-2008  
 WEATHER: SUNNY TEMP. MAX 62 °F MIN 53 °F PRECIPITATION: NONE

PERSONNEL EMPLOYED		MAJOR EQUIPMENT ON PROJECT		
CONTRACTORS	SUBCONTRACTORS	NO.	DESCRIPTION	HRS. OP
<u>1</u> Administrative	<u>3</u> Mechanical	_____	Cranes	_____
_____ Supervisors	<u>3</u> Electrical	_____	Loaders	_____
_____ Carpenters	_____ Instrumentation	_____	Backhoes (Tire)	_____
_____ Iron Workers	<u>2</u> Slewwork <u>GASPER</u>	_____	Backhoes (Tire)	_____
_____ Finishers	<u>7</u> Masonry	_____	Dozers	_____
<u>2</u> Operators <u>Pitt</u>	_____ Roofing	_____	Welders	_____
_____ Pipefitters	_____ Rebar	_____	Pumps	_____
_____ Laborers	_____ Foundation	_____	Compressors	_____
_____ Truck Drivers	_____ Painting	_____	Dump Trucks	_____
	<u>3</u> Plumbers <u>A+H</u>	_____		_____
	<u>4</u> Metal Framers	_____		_____

WORK PERFORMED TODAY: Started Trench For Elec Extension  
made it to detention Pond Trench As Per CEMC  
54 inches to Bottom of Trench 2 Foot wide Back  
filled with 1 Foot of #57 stone.  
Brown Elec start laying conduit in trench

COMMENTS: Plumbers missed Floor Plumbing in Back  
Rest Room saw cutting to Repair.

BY: Dennis White (Super)  
 TITLE: Superintendent



PROJECT CONSTRUCTION PROGRAM

**CONTRACTOR'S DAILY CONSTRUCTION REPORT**

PROJECT: City of White House Fire Station #2  
 JOB NO. \_\_\_\_\_ REPORT NO. \_\_\_\_\_ DATE 4-21-2008  
 WEATHER: cloudy TEMP. MAX 68 °F MIN 45 °F PRECIPITATION: Trace

PERSONNEL EMPLOYED		MAJOR EQUIPMENT ON PROJECT		
CONTRACTORS	SUBCONTRACTORS	NO.	DESCRIPTION	HRS. OF
_____ Administrative	_____ Mechanical	_____	Cranes	_____
<u>1</u> Supervisors	<u>3</u> Electrical	_____	Loaders	_____
_____ Carpenters	_____ Instrumentation	_____	Backhoes (Tik)	_____
_____ Iron Workers	<u>2</u> Sitework <u>Gasser</u>	<u>2</u>	Backhoes (Tire)	_____
_____ Finishers	<u>7</u> Masonry	<u>1</u>	Dozers	_____
<u>2</u> Operators <u>Pitt</u>	_____ Roofing	_____	Welders	_____
_____ Pipelayers	_____ Fabric	_____	Pumps	_____
_____ Laborers	_____ Foundation	_____	Compressors	_____
_____ Truck Drivers	_____ Painting	_____	Dump Trucks	_____
_____	<u>2</u> Plumbers <u>A+H</u>	_____		_____
_____	<u>3</u> Metal Framers	_____		_____

WORK PERFORMED TODAY: Finnish Back Fill + Grading on Elec Exten  
CEMC Inspn OK Gasser digging for + setting  
Transformer Switch + Digging extension past Drive Way  
Entrance Approx 60 Feet

Trench Approx 590 Feet + 60 Foot Ext past Drive  
Masonry on Back corner working around

COMMENTS: CEMC will set Transformer as soon as  
that part of trench is done + Transformer pad  
placed.

A+H found saw cut + repaired

Get with David on Lay out for Back Patio

BY: Dennis White (Super)  
 TITLE: Superintendent

WINDY & KATHIE SWINNEY  
Cross Plains TN 37049  
(615) 654-9942

2.2  
10/10/09  
10/10/09

SOLD TO: DYER & BOGER CONSTRUCTION LLC  
1045C AVONDALE  
HENDERSONVILLE, TN 37075

INVOICE DATE 07/29/08  
JOB NUMBER FIREDEPT  
PO NUMBER WHITE HS FIRE DEPT  
TERMS NET 30

Visit our web site:  
[www.rogersgroupinc.com](http://www.rogersgroupinc.com)

BY THIS WE ACCEPT THE AGREEMENT MADE ON  
BEHALF OF THE COMPANY AND THE COMPANY  
SHALL BE RESPONSIBLE FOR THE PAYMENT OF  
TAXES AND FEES AS APPLICABLE TO THE  
COUNTRY OF ORIGIN.

A SERVICE CHARGE OF 10% WILL BE APPLIED TO ALL DELIVERY ACCOUNTS.

DATE	TICKET NO.	PRODUCT CODE	MATERIAL DESCRIPTION	HAULER	UNITS	UOM	UNIT PRICE	AMOUNT
07/29/08	243788	000087	3/4" TO 4/67'S	6601130	23.37	TN	13.25	309.85
07/29/08	243788	000087	3/4" TO 4/67'S	6601130	23.58	TN	13.25	312.44
07/29/08	243867	000087	3/4" TO 4/67'S	6601130	23.89	TN	13.25	316.54
			PRODUCT SUMMARY	U.S. Tons (tn)			Amount	
			Material Description	70.84			938.63	
			3/4" TO 4/67'S					
TOTAL UNITS		DELIVERY	MATERIAL	SALES TAX	SEVERANCE TAX		PAY THIS AMOUNT	1,020.15

CORP.	CUSTOMER	CENTER
03B	97167807	0039

# INVOICE

INVOICE NO.  
0039033191

Cross Plains Quarry  
Cross Plains TN 37049  
(615) 654-8942

SOLD TO: DYER & BOGER CONSTRUCTION LLC  
1046C AVONDALE  
HENDERSONVILLE, TN 37075

INVOICE DATE 04/18/08  
JOB NUMBER FIREDEPT  
PO NUMBER WHITE HS FIRE DEPT  
TERMS NET 30

30  
7040  
B

Visit our web site:  
www.rogersgroupinc.com

IN THIS DELIVERY WE ASSUME LIABILITY FOR THE PROPERTY DELIVERED. NOTICE IS GIVEN THAT IF THIS INVOICE IS NOT PAID WITHIN 30 DAYS OF THE DATE OF INVOICE, THE COMPANY WILL INCUR STORAGE AND PENALTY.

A PORTION OF THIS INVOICE IS SUBJECT TO THE MAXIMUM RATE PERMITTED BY APPLICABLE STATE LAW, WHICH EVER IS LOWER, SHALL BE PAID TO THE CREDIT OF ANY ACCOUNTS.

DATE	TICKET NO.	PRODUCT CODE	MATERIAL DESCRIPTION	HAULER	UNITS	UOM	UNIT PRICE	AMOUNT
04/14/08	238598	000067	3/4" TO 4/67'S	6601130	23.48	TN	12.75	299.12
04/14/08	238601	000067	3/4" TO 4/67'S	6601130	23.81	TN	12.75	303.58
04/14/08	238603	000067	3/4" TO 4/67'S	6601130	24.04	TN	12.75	306.51
04/18/08	238845	000067	3/4" TO 4/67'S	6601130	23.86	TN	12.75	304.22
04/18/08	238851	000067	3/4" TO 4/67'S	6601130	23.90	TN	12.75	304.73
PRODUCT SUMMARY				U.S.				

671

DYER AND BOGER CONSTRUCTION, LLC

Rogers Group, Inc

Date 4/18/2008 Type Bill Reference 0039033191-WHFH

Original Amt. 1,666.17

Balance Due 1,666.17

5/7/2008

Discount

Payment 1,666.17

Check Amount 1,666.17

665.28  
ME TAX

First State Bank

1,666.17

PRODUCT DUTY USE WITH 8978 ENVELOPE

CHECKS FORMS & SUPPLIES (615) 758-4022

PRINTED IN U.S.A.

119.07	0.00	1,518.16	148.01	0.00	1,666.17
--------	------	----------	--------	------	----------

Brown Electric  
Payroll Register  
For the Period From Apr 18, 2008 to Apr 18, 2008

Employee ID	Emp No	Reference	Date	Reg Type	Pay Hrs	Pay Amt	Amount	Gross Total	Fed Income Overst Loan Sec	Medicare	Sec Supp	Medicare	Medicare Expenses
								XMHI Fund	Sec_ER	Medicare_ER	Medicare_ER	FUTA_ER	
1 HRB	Bobby L. Brown	412-35-2819	2686	4/18/08	Regular	40.00	720.00	482.03	720.00	-82.90	-44.64	-99.99	-10.44
2 BAO	Edgar A. Overton	903-60-9729	2687	4/18/08	Regular	34.50	690.00	571.74	690.00	-65.47	-42.78	-10.01	-10.01
5 EDNA	Steve D. McGregor	409-31-8944	2688	4/18/08	Regular	34.50	621.00	518.18	621.00	-55.12	-38.50	-9.00	-9.00
DSK	Dorinda S. Kradle	413-59-3853	2689	4/18/08	Regular	37.50	675.00	570.23	675.00	-53.13	-41.85	-9.79	-9.79
COH	Charles G. Hartley	410-06-4576	2690	4/18/08	Regular	37.50	412.50	154.26	412.50	-26.68	-25.58	-5.98	-5.98
Summary Total	4/18/08 thru 4/18/08			Regular	184.00	3,118.50	2,496.64	3,118.50	-283.30	-193.35	-45.22	-45.22	-45.22
Report Date Fiscal Total	4/18/08 thru 4/18/08			Regular	184.00	3,118.50	2,496.64	3,118.50	-283.30	-193.35	-45.22	-45.22	-45.22

# INVOICE

Williams Wholesale Supply Company, Inc  
 Branch: 01 Main Branch  
 831A Cowan Street  
 Nashville, TN 37207



INVOICE	
5093064	
Invoice Date	Page
4/18/2008 12:23:14	1 of 1
ORDER NUMBER	
1092153	

615-324-0466  
 Bill To:  
 Brown Electric  
 1034 East Trinity Lane  
 Nashville, TN 37216

Ship To:  
 WHITE HOUSE FIREHALL  
 STEVE MCGREGOR PHH 243-5438  
 FIRST THING TUESDAY MORNING

Customer ID: 100411

PO Number		Terms Description	Net Due Date	Misc Due Date	Discount Amount			
WHITE HOUSE FIREHALL		Net 25th proxy	05/25/08	05/25/08	0.00			
Order Date	Pick Ticket No	Primary Salesrep Name			Taker			
4/14/2008 14:13:18	3102758	John Hannah			NKIZER			
Quantities				Item ID	Item Description	UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Str	Qty				

Carrier: Williams Truck				Tracking #:				
1,000	1,000	0 FT	1.0	PVC 3 SCD 40 CONDUIT 3" PVC SCD 40	C	100	94.0000	940.00
10	10	0 RA	1.0	PVC 3 ELBOW SCH40 90 DEG 36 RADIUS ELBOW PVC 3 X 36 SCH 40	C	100	1,535.0000	153.50
10	10	0 EA	1.0	PVC 3 COUPLING COUPLING PVC 3"	C	100	156.7567	15.68
6	6	0 EA	1.0	PVC CEMENT CLEAR QUART PVC CEMENT CLEAR QUART	C	100	775.0000	46.50

Total Lines: 4

**SUB-TOTAL:** 1,155.68  
**Local Sales Tax:** 26.00  
**TN State Sales Tax:** 80.91  
**AMOUNT DUE:** 1,262.59

ORIGINAL

# INVOICE

Williams Wholesale Supply Company, Inc.

Branch: 01 Main Branch

831A Cowan Street  
Nashville, TN 37207



INVOICE	
5093067	
Invoice Date	Page
4/18/2008 12:23:39	1 of 1
ORDER NUMBER	
1097510	

615-324-0466

BILL TO:

Brown Electric  
1034 East Trinity Lane  
Nashville, TN 37216

Ship To:

WHITE HOUSE FIRE HALL  
% JR OVERSTREET PH# 828-6286

Customer ID: 100411

PO Number	Terms Description	Net Due Date	Disc Due Date	Discount Amount
WHITE HOUSE FIRE HALL	Net 25th proxy	05/25/08	05/25/08	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
4/17/2008 07:19:08	3103143	John Hannah	NK22LR

Quantities					Item ID	Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM	Size			Unit Size		

Carrier: Williams Truck

Tracking #:

130	130	0 FT	1.0		PVC 3 SCD 40 CONDUIT	C	94.0000	122.20
					3" PVC SCD 40	100		
5	5	0 EA	1.0		PVC 3 ELBOW SCH140 90 DEG 36 RADIUS	C	1,646.0000	82.30
					ELBOW PVC 3 X 36 SCH 40	100		
2	2	0 EA	1.0		PVC 3 ELBOW SCH40 90 DEG	C	589.6953	11.79
					ELBOW PVC SCH 40 3 90 DEG	100		
6	6	0 EA	1.0		PVC 3 COUPLING	C	156.7567	9.41
					COUPLING PVC 3"	100		

Total Lines: 4

**SUB-TOTAL:** 225.70  
**Local Sales Tax:** 5.08  
**TN State Sales Tax:** 15.80  
**AMOUNT DUE:** 246.58

ORIGINAL

# INVOICE

Williams Wholesale Supply Company, Inc

Branch: 01 Main Branch

831A Cowan Street  
Nashville, TN 37207



INVOICE	
5093061	
Invoice Date	Page
4/18/2008 12:22:52	1 of 1
ORDER NUMBER	
1092292	

615-324-0466

BMI To:

Brown Electric  
1034 East Trinity Lane  
Nashville, TN 37216

Ship To:

WHITE HOUSE FIRE HALL  
% JR OVERSTREET PH# 828-6286

Customer ID: 100411

PO Number		Terms Description	Net Due Date	Disc Due Date	Discount Amount
WHITE HOUSE FIRE HALL		Net 25th proxy	05/25/08	05/25/08	0.00
Order Date	Pick Ticket No	Primary Salesrep Name			Taker
4/15/2008 11:20:44	3102878	John Hannah			NKIZER
Quantities					Extended Price
Ordered	Shipped	Remaining	UOM	Item ID	Unit Price
			Unit Size <th>Item Description</th> <td></td>	Item Description	

Carrier: Williams Truck

Tracking #:

Quantity	UOM	Item Description	Unit Price	Extended Price
500	300	0 FT C PVC 1 SCL 40 CONDUIT	94.0000	282.00
		1.0 3" PVC SCL 40	100	

Total Lines: 1

**SUB-TOTAL:** 282.00  
**Local Sales Tax:** 6.35  
**TN State Sales Tax:** 19.74  
**AMOUNT DUE:** 308.09

ORIGINAL

*BEN GASSER*

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE <i>7/31/08</i>
----------------------	------------	---------------------

NAME <i>DYER H. ROGER</i>
---------------------------

ADDRESS <i>WHITE HOUSE FIRE</i>
---------------------------------

CITY, STATE, ZIP
------------------

**DESCRIPTION**

1			
2	<i>7/30</i>	<i>ELECTRIC LINE</i>	<i>500</i>
3		<i>EXTENSION UNDER</i>	
4		<i>ADJUTANT</i>	
5			
6		<i>2.0</i>	
7		<i>7040 B</i>	
8			
9			
10		<i>Fire Hall</i>	<i>Work Exp</i>
11		<i>Exec</i>	
12			
13			
14			
15		<i>7070</i>	
16		<i>26</i>	
17		<i>B</i>	
18			
19			
20			

5805

KEEP THIS SLIP FOR REFERENCE

CUSTOMER'S ORDER NO.		DEPARTMENT	DATE 4/30/08
NAME DYER & ROGER			
ADDRESS WHITE HOUSE FIRE DEPT			
CITY, STATE, ZIP			
SEND BY			
PLAN NO.			
1			
2			
3	590 FEET UTILITY LINES		\$ 8260 <sup>00</sup>
4	TRENCHED, GRAVELED,		
5	RACK FILLED		
6		7040	
7			
8			
9	READY TO		
10	BEN GASSER		
11	241 JACOB DR.		
12	PLEASANT VIEW TN 37146		
13			
14			
15			
16			
17			
18	FIRE DEPT		
19	ELEC LINES	PAID	
20			

5805

KEEP THIS SLIP FOR REFERENCE

300 LF WT 590  
 EXTRA  
 4200 =  
 14 LF

Brown's Electric Service  
Commercial & Industrial Wiring  
Fast Results  
1034 E. Trinity Lane  
Nashville, TN 37216

Benny Brown-Owner  
Bobby Brown-Estimator

Tenn Lic. #27077  
Fax Cover Sheet

Bus: (615) 228-8757  
Fax: (615) 228-6164

To: David  
From: Benny  
Project: WH Fire hall

For Info Call: \_\_\_\_\_  
Pages: 1  
Date: 2/13/07

Instructions:

- 1-4"  
ADDITIONAL  
INCLUDED

Additional Primary 3-3" PVC instead of #<sup>00"</sup> 9000.00  
300' on roadway right of way  
2 additional 3" PVC on right side of Bldg.  
180' 73600.00  
Additional 420' for Telephone # 6300.00  
Additional 420' for cable # 5040.00  
# 29,940.00

You still have to furnish a concrete  
concrete for 480' to concrete 3-3" conduits

\*\*\*\*Exclusions to all bid proposals: No power or phone company charges,  
No rock or rock excavation, No pad or pole bases and no concrete,  
No concrete cutting or patching!!



*OTHER INFORMATION . . .*

OTHER INFORMATION

*August 13, 2009*

# **M E M O R A N D U M**

To: Board of Mayor and Aldermen

From: John Grubbs - HR Director

Re: Increase in taxable wage for Unemployment Insurance

---

A letter was issued on June 26, 2009 by the Tennessee Dept of Labor and Workforce Development, and received by the City in early July, 2009 indicating an increase in the taxable wage base for employers from the first \$7,000 of earned wages per employee to the first \$9,000.

Some employers would also see a temporary additional fee of .6% added to their tax rate.

The City of White House was not included in the population of entities affected by the temporary rate increase, but was still affected by the increase in base wages.

The memorandum from the State was not received until fiscal 2008/09 had ended, thus necessitating calculation of monies that were to be assessed and paid in fiscal 2009/10, but attributed to fiscal 2008/09.

A software patch was provided in July, 2009 by our payroll software provider enabling backward calculation of adjusted assessments and monies due to the State.

Upon recalculating wage taxes based upon the increased rate, \$661.48 in additional tax was due to the state for the 1<sup>st</sup> Quarter of calendar year 2009.



STATE OF TENNESSEE

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PHIL BREDESEN  
GOVERNOR

220 French Landing Drive  
Nashville, TN 37243  
(615) 741-2486

JAMES G. NEELEY  
COMMISSIONER

June 26, 2009

Dear Employer:

The Tennessee General Assembly recently passed into law HB 2324/SB 2315. The legislation is intended to prevent our state's Unemployment Insurance Compensation Trust Fund from becoming insolvent as well as to avoid the necessity of our state having to borrow funds from the federal government in order to continue paying benefits to our unemployed citizens. At the same time, in order to accomplish that goal, the legislation requires additional contributions from Tennessee employers.

The Fund has moved dangerously close to becoming insolvent, an event that could have occurred as soon as this year or by early 2010 at the latest. This situation was brought about by today's record number of claims for unemployment insurance benefits coupled with an unemployment taxing system that, prior to the passage of this legislation, had not been updated to meet the demands of our modern economy in over 25 years.

The legislation increases Tennessee's taxable wage base from its current \$7,000 limit to \$9,000. This change is effective January 1, 2009, meaning all wages paid in the current year (including those previously reported for the first quarter) are subject to the \$9,000 taxable wage base. Our agency will be relying on you, the employer, to inform us of the taxable portion of your employees' wages. We ask that you report any additional taxable wages (those over \$7,000) from your previously filed first quarter 2009 premium report as additional year-to-date *taxable* wages on line 3 of your second quarter premium report, then simply continue with the \$9,000 taxable wage calculation on each employee's earnings for the remainder of the year. If, however, your payroll accounting system prevents you from reporting the additional first quarter taxable wages on your second quarter report, you may file an amended premium report for the first quarter. Please bear in mind that while our state's system of unemployment insurance reporting is by and large based on the voluntary compliance of our employers, an audit system exists whereby errors in the reporting process are discovered and corrected.

In addition, the legislation provides for a temporary additional fee of .6% on all unemployment insurance premium rates on Premium Tables 1, 2, and 3. This provision is likewise effective January 1, 2009. You will soon receive an Employer Statement from our agency for the amount of premium due on the basis of the additional .6% rate applied to the taxable wages you reported for the first quarter 2009.

While our agency genuinely regrets any inconvenience or hardship the provisions of the legislation may place on your business or household, this action will help avoid the need to borrow funds from the federal government and save millions of dollars of interest expense that employers would have to pay. It is now our agency's task to administer and enforce the provisions of the legislation, and I pledge to you that we will do so in as efficient and equitable a manner as possible.

Those legislators that supported this bill should be commended for looking at the bigger picture of the long term cost to the employer community if the Federal Government were to take control of the program.

Sincerely,

James G. Neeley



STATE OF TENNESSEE  
COMPTROLLER OF THE TREASURY  
DEPARTMENT OF AUDIT  
DIVISION OF MUNICIPAL AUDIT

Justin P. Wilson  
Comptroller of the Treasury

BANK OF AMERICA PLAZA  
414 UNION STREET, SUITE 1100  
NASHVILLE, TENNESSEE 37243-1402  
PHONE (615) 532-4460  
FAX (615) 532-4499

Dennis F. Dycus, CPA, CFE, Director  
Division of Municipal Audit

July 16, 2009

Honorable Mayor and Board of Aldermen  
City of White House  
105 College Street  
White House, TN 37188

Honorable Mayor and Board of Aldermen:

I have performed a limited review of the annual financial report on the City of White House for the fiscal year ended June 30, 2008, as audited by Work and Greer, Certified Public Accountants. This report has been filed as part of the public records of the State of Tennessee.

Several findings and recommendations and other comments were set forth by your auditors in the report on internal control and compliance and the separately issued management letter. Serious efforts should be made to strengthen the municipality's internal control and to ensure compliance in all areas where weaknesses or noncompliance were identified.

If you have any questions concerning the above, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Marcee Burnett".

Marcee Burnett, Auditor  
Division of Municipal Audit

1903

xc: Work and Greer  
Certified Public Accountants  
209 Sixth Avenue North  
Nashville, TN 37219

