

AMENDED

CITY OF WHITE HOUSE  
Amended Agenda  
*Board of Mayor and Alderman Meeting*  
April 15, 2010  
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 March 18, 2010 meeting.
6. Welcome Visitors
7. Public Hearings
  - a. **Ordinance 10-04** – An Ordinance amending Articles IV and V of the Zoning Ordinance as indicated below, to permit commercial accessory residential unit special exceptions in the C-1, Central Business Service District by review of the Board of Zoning Appeals. Second Reading.
  - b. **Ordinance 10-05** – An Ordinance amending Article IV of the Zoning Ordinance as indicated below, regarding developing regulations for electronic digital signs including definition of minimum spacing, maximum sign brightness, message duration, permitted zoning districts. Second Reading.
8. Communication from Mayor, Aldermen, and City Administrator
9. Acknowledge Reports
  - A. General Government
  - B. Police
  - C. Fire
  - D. Public Works
  - E. Wastewater
  - F. Planning and Codes
  - G. Parks
  - H. Library
  - I. Engineering
  - J. Court Clerk
  - K. Monthly Financial Summary
10. Consideration of the Following Resolutions:
  - a. **Resolution 10-06** – A Resolution authorizing and providing for the financing of the project, including authorizing the execution of applications, contractual agreements, and other necessary documents, and making certain representations, certifications, and pledges of certain revenue in connection with such financing.
11. Consideration of the Following Ordinances:
  - a. **Ordinance 10-04** – An Ordinance amending Articles IV and V of the Zoning Ordinance as indicated below, to permit commercial accessory residential unit special exceptions in the C-1, Central Business Service District by review of the Board of Zoning Appeals. Second Reading.

- b. **Ordinance 10-05** – An Ordinance amending Article IV of the Zoning Ordinance as indicated below, regarding developing regulations for electronic digital signs including definition of minimum spacing, maximum sign brightness, message duration, permitted zoning districts. Second Reading.
- c. **Ordinance 10-06** – An ordinance amending Article V of the Zoning Ordinance as indicated below, to increase the minimum distance between properties containing adult oriented business to properties containing places of worship, schools, parks, day care, and residences and to change the measurement criteria between properties per Tennessee State Law. First Reading.
- d. **Ordinance 10-07** – An ordinance amending the Municipal Code, Title 7, Chapter 2, Fire Code as indicated below, to add section 7-202 Amendments to International Fire Codes and to renumber all existing sections. First Reading.

## 12. Finance

- a. To approve or reject the City Hall HVAC Engineering Bids The recommendation of the Planning and Codes Director is to reject all bids as the staff is currently researching an alternative to the engineering analysis.
- b. To approve or reject the Construction Bids for ARRA Calista Road Project. The recommendation of the City Engineer is to reject all bids and have the project re-bid with a reduced scope of work.
- c. To approve or reject North America Administrators, L.P. for administrative service and stop loss coverage for partially self funded employee health plan. The recommendation of the Finance Director is to approve North America Administrators, L.P.
- d. To approve or reject taking bids for concrete repairs to the outdoor basketball courts. The recommendation of the Parks and Recreation Director is to take bids for these repairs.
- e. To approve or reject CWA 2009-246 Cope's Crossing Lift Station Change Order #1. The recommendation of the Wastewater Director is to approve Change Order #1.
- f. Board Appointments:
  - i. Beer Board: Dave Paltzik
  - ii. Construction Board of Appeals: Board: Tommy Jenkins, Shane Cutrell, Gerald Pay

## 13. Discussion Items

- a. Discussion of Stadium Lighting, opinion of probable cost.

## 14. Adjournment

*April 13, 2010*

# MEMORANDUM

To: BMA

From: Angie Carrier  
City Administrator

Re: Fire Code Update

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Enclosed are changes to the Fire Code to allow the Construction Board of Appeals serve as the Fire Appeal Board as requested by Mayor Decker.

We have also made some minor changes for clerical reasons. If you have any questions, feel free to call.

**ORDINANCE 10-07**

**AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE MUNICIPAL CODE, TITLE 7, CHAPTER 2, FIRE CODE.**

WHEREAS, the Board of Mayor and Aldermen desire to update the Municipal Code amending the Municipal Code, Title 7, Chapter 2, Fire Code; and

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Mayor and Aldermen that the following addition be made to Title 7, Chapter 2, Fire Code is amended as follows:

**7-202. Enforcement Amendments to International Fire Codes.**

a. Section 108 Board of Appeals is amended by adding the following language at the end of said section: Any reference to the board of appeals shall mean the city's construction board of appeals.

~~7-202, 7-203. Enforcement. The fire prevention code herein adopted by reference shall be enforced by the chief of the local fire department under such arrangements as may be worked out with him. The international fire code herein adopted by reference shall be enforced by the chief of the fire department. He shall have the same powers as the state fire marshal.~~

**7-203 204. Definition of "municipality."**

**7-204 205. Storage of explosives, flammable liquids, etc.**

**7-205 206. Gasoline trucks.**

**7-206 207. Variances.**

**7-207 208. Violations.**

**7-208 209. Automatic sprinkler system requirements.**

**7-209 210. Novelty lighters.**

**BE IT FURTHER ORDAINED**, that all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

First Reading: April 15, 2010

Second Reading:

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John Decker, Mayor

ATTEST:

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Amanda Priest, City Recorder

## MEMORANDUM

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

FROM: Addam McCormick, Planning/Codes Director

DATE: March 31, 2010

RE: City Hall HVAC Engineering Bids

The attached bid is for engineering analysis, recommendations, design, and bid specs for the City Hall HVAC system. The auditorium units are currently not working and the units in the senior center and cafeteria are not properly working due to the age of the units. The units for the concession area and gym lobby are also not properly working. Eight (8) existing units are in need of replacement. The purpose of the analysis is to provide engineered analysis, design drawings, and bid specs for the auditorium, senior center, concession area, cafeteria, and gym lobby and additional areas with the alternative bid section. Due to the age of the building and multiple changes in HVAC units in the past, the engineering analysis is to ensure that the replacement units could not be installed with smaller and more efficient units, if increased duct sizes are needed, if existing fresh and combustion air is adequate. Staff is currently researching an alternative to the engineering analysis to get costs estimates for replacing the existing units and will have costs estimates available at May Aldermen Meeting.

CITY OF WHITE HOUSE

MECHANICAL ENGINEER HVAC PROJECT

TLC ENGINEERING		POWER MANAGEMENT CORP	
MECHANICAL ENGINEER HVAC	6 Cadillac Dr, Suite 200	1025 Sixteenth Ave South, Ste. 300	
OPENING: MARCH 31, 2010	Brentwood, TN 37027	Nashville, TN 37212	
SPECIFICATIONS:			
	Unit Cost	Unit Cost	Unit Cost
Base Proposal	\$ 38,800.00	\$ 22,400.00	
Alternate #1	\$ 15,300.00	\$ 18,000.00	
<b>TOTALS</b>	<b>\$ 54,100.00</b>	<b>\$ 40,400.00</b>	
3 Bids that were incomplete.	I/C Thomasson Architects	Envision Advantage	I/C Thomasson Architects*
Base Bid—provide report and cost estimate only	\$8,000.00		
Base Bid—provide survey and schematic narrative		\$6,000.00	
Plus Alternate		\$4,000.00	
Base Bid—Site Investigation, Recommendations and Cost Analysis		\$10,700.00	
Plus Alternate		\$5,500.00	
Totals	\$8,000.00	\$10,000.00	\$16,200.00

\*Separate bid from other I/C Thomasson and for Engineering Design they want 5% of construction cost and for Construction Administration, they request 2% of construction cost

**Memo**

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

FROM: Bill K. Crusenberry, Director of Wastewater

DATE: April 5, 2010

SUBJECT: CWA 2009-246 Cope's Crossing Lift Station Change Order #1

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I recommend approval of Change Order #1.

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



April 12, 2010

Bill Crusenberry  
Director of Wastewater  
City of White House  
105 College Street  
White House, Tennessee 37188

RE: Recommendation of Change Order No. 1

Dear Bill:

In order to construct the Copes Crossing Sewer project given the property constraints in the area of the proposed Copes Crossing pumping station, it was necessary to relocate the sewer line to utilize an existing vacuum sewer easement for this construction. The relocation begins to the north of White House High School at the City's greenway trail and continues across Jones Branch to the proposed pumping station location. The revised alignment is shown on the attached drawings.

We have worked with our contractor, Cook Utility Construction, to negotiate a price to construct the new gravity sewer line and force main in the existing easement because some portions of this proposed realignment were not covered on the project's bid form. Attached is a summary of the changes to the unit quantities and a listing of new items and prices covering this realignment of the sewer lines. Change Order No. 1 adds a total of \$101,000 to the original contract price of \$893,022.60. The new contract price for the work is \$994,022.60.

Should you have any questions or need any additional information, please contact me at your convenience.

Sincerely,  
McGILL ASSOCIATES, P. A.

A handwritten signature in black ink that reads 'Ben R. Simerl'.

Benjamin R. Simerl  
Project Manager

Enclosure  
06608/letters/bc04dec09.doc

E n g i n e e r i n g \* P l a n n i n g \* F i n a n c e

McGill Associates, P.A. • P.O. Box 4187, Sevierville, TN 37864 • 248 Bruce Street, Sevierville, TN 37862

865-908-0575 • Fax 865-908-0110

# Change Order

## CWA 2009-246 No. 1

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: Copes Crossing Sewage Pumping Station, Gravelly Sewer, and Force Main	Owner: City of White House	Owner's Contract No.:
Contract:		Date of Contract: 01/27/2010
Contractor: Cook Utility Construction, Inc.		Engineer's Project No.: 06808

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Modification of sewer line route into existing sewer easement from MH-6 to sewage pumping station

Attachments: (List documents supporting change): Drawings C-101 and C-101A - Modified  
02/28/2010

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
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Original Contract Price:  \$893,022.60 _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
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[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:  \$0.00 _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
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Contract Price prior to this Change Order:  \$893,022.60 _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
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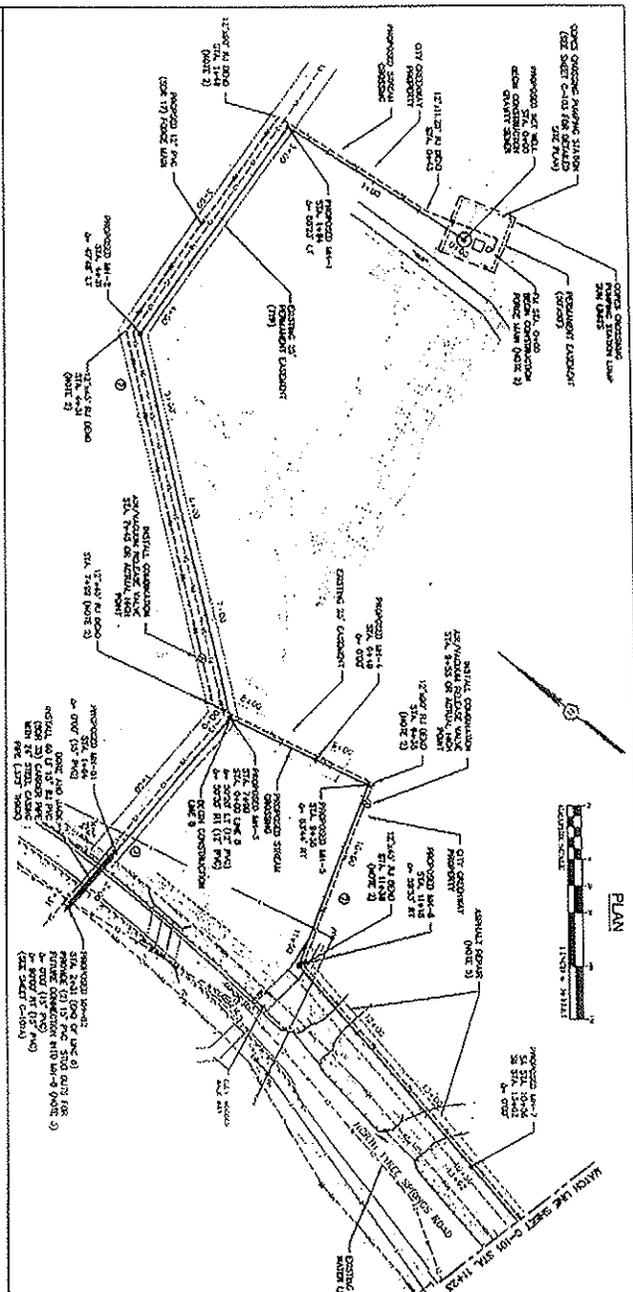
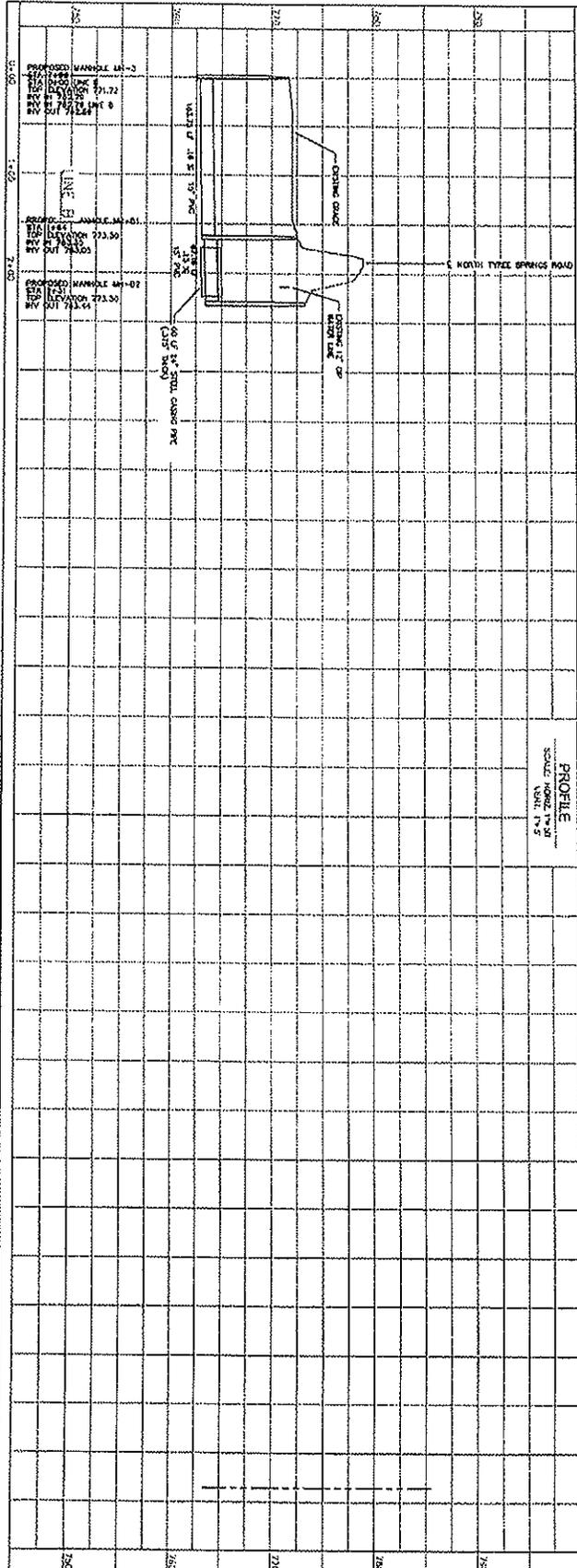
[Increase] of this Change Order:  \$101,000.00 _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
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Contract Price incorporating this Change Order:  \$994,022.60 _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
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<b>RECOMMENDED:</b> By: <u><i>[Signature]</i></u> Engineer (Authorized Signature)  Date: <u>4/12/10</u>	<b>ACCEPTED:</b> By: _____ Owner (Authorized Signature)  Date: _____	<b>ACCEPTED:</b> By: <u><i>[Signature]</i></u> Contractor (Authorized Signature)  Date: <u>4/12/10</u>
Approved by Funding Agency (If applicable): _____ Date: _____		

**Copes Crossing Sewage Pumping Station, Gravity Sewer, and Force Main  
White House, Tennessee  
Change Order No 1**

ITEM	DESCRIPTION	NO.	UNIT	UNIT PRICE	TOTAL
1	12" Dia. SDR 35 PVC Gravity Sewer Line, Stone Bedding, Full Stone and/or Select Backfill, and All Incidentals (0'-6' Depth)	(7)	LF	\$ 49.44	\$ (346.08)
2	12" Dia. SDR 35 PVC Gravity Sewer Line, Stone Bedding, Full Stone and/or Select Backfill, and All Incidentals (6'-8' Depth)	(96)	LF	\$ 75.65	\$ (7,262.40)
3	12" Dia. SDR 35 PVC Gravity Sewer Line, Stone Bedding, Full Stone and/or Select Backfill, and All Incidentals (8'-10' Depth)	13	LF	\$ 49.44	\$ 642.72
4	12" Dia. SDR 35 PVC Gravity Sewer Line, Stone Bedding, Full Stone and/or Select Backfill, and All Incidentals (10'-12' Depth)	5	LF	\$ 49.44	\$ 247.20
5	12" Dia. SDR 35 PVC Gravity Sewer Line, Stone Bedding, Full Stone and/or Select Backfill, and All Incidentals (12'-24' Depth)	119	LF	\$ 49.44	\$ 5,883.36
6	15" Dia. SDR 35 PVC Gravity Sewer Line, Stone Bedding, Full Stone and/or Select Backfill, and All Incidentals (0'-6' Depth)	59	LF	\$ 52.24	\$ 3,082.16
7	15" Dia. SDR 35 PVC Gravity Sewer Line, Stone Bedding, Full Stone and/or Select Backfill, and All Incidentals (6'-8' Depth)	167	LF	\$ 52.24	\$ 8,724.08
8	15" Dia. SDR 35 PVC Gravity Sewer Line, Stone Bedding, Full Stone and/or Select Backfill, and All Incidentals (8'-10' Depth)	284	LF	\$ 52.24	\$ 14,836.16
9	15" Dia. SDR 35 PVC Gravity Sewer Line, Stone Bedding, Full Stone and/or Select Backfill, and All Incidentals (10'-12' Depth)	(125)	LF	\$ 52.24	\$ (6,530.00)
10	15" Dia. SDR 35 PVC Gravity Sewer Line, Stone Bedding, Full Stone and/or Select Backfill, and All Incidentals (12'-24' Depth)	0	LF	\$ 52.24	\$ -
11	4' Dia. Standard Manhole with Watertight Frame and Cover (8'-10' Depth)	2	EA	\$ 1,715.11	\$ 3,430.22
12	15" Outside Drop Connection (8'-10') for 4' Dia. Manhole	(1)	EA	\$ 977.17	\$ (977.17)
13	12-inch Dia. SDR 17 PVC Force Main, Stone Bedding, Full Stone and/or Select Backfill, and All Incidentals (0'-6' Depth)	281	LF	\$ 35.57	\$ 9,995.16
14	Sewage Combination Air/Vacuum Release Valve	1	EA	\$ 3,937.40	\$ 3,937.40
15	Tree Removal In Existing Easement	1	LS	\$ 65,337.18	\$ 65,337.18
<b>TOTAL NET PRICE OF CHANGE ORDER</b>					<b>\$ 101,000.00</b>



**PROFILE**  
SCALE: HORIZ. 1"=50'  
VERT. 1"=5'

NO.	DATE	BY	CHK.
1	08-18-10	RES	Ground cover and 1
2	11-14-10	RES	MANHOLE NO. 1
3	11-23-09	RES	MANHOLE NO. 1

IN WORDS: 08/18/2010

**NOTES:**

1. FORCE MAIN SIZING IS IN ACCORD TO QUALITY
2. FORCE MAIN SHALL HAVE INSTALLED JOINTS AND FITTINGS IN ACCORD TO MANUFACTURER'S INSTRUCTIONS.
3. FORCE MAIN SHALL BE 12" DIA. 15' SPAN.
4. FORCE MAIN SHALL BE 12" DIA. 15' SPAN.
5. FORCE MAIN SHALL BE 12" DIA. 15' SPAN.
6. FORCE MAIN SHALL BE 12" DIA. 15' SPAN.
7. FORCE MAIN SHALL BE 12" DIA. 15' SPAN.
8. FORCE MAIN SHALL BE 12" DIA. 15' SPAN.
9. FORCE MAIN SHALL BE 12" DIA. 15' SPAN.
10. FORCE MAIN SHALL BE 12" DIA. 15' SPAN.

**C-101A**

SHEET

**PROPOSED GRAVITY SEWER - LINE B**

**PLAN AND PROFILE**

STA. 0+00 - 2+31

JOB NO: 0662

DATE: NOVEMBER, 2009

DESIGNED BY: RES

CADD BY: RES

BY: RES

CHECKED BY: RES

FILE NAME: 0662

PROJECT: C-101A

**COPES CROSSING**

PUMPING STATION AND FORCE MAIN

**CITY OF WHITE HOUSE**

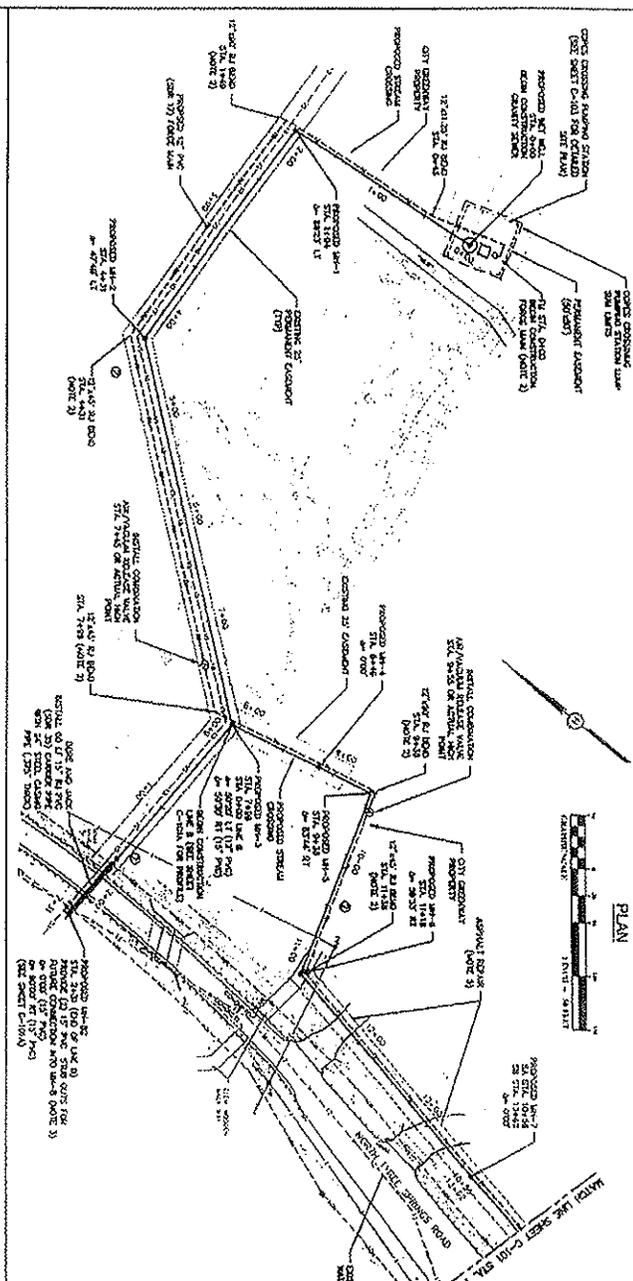
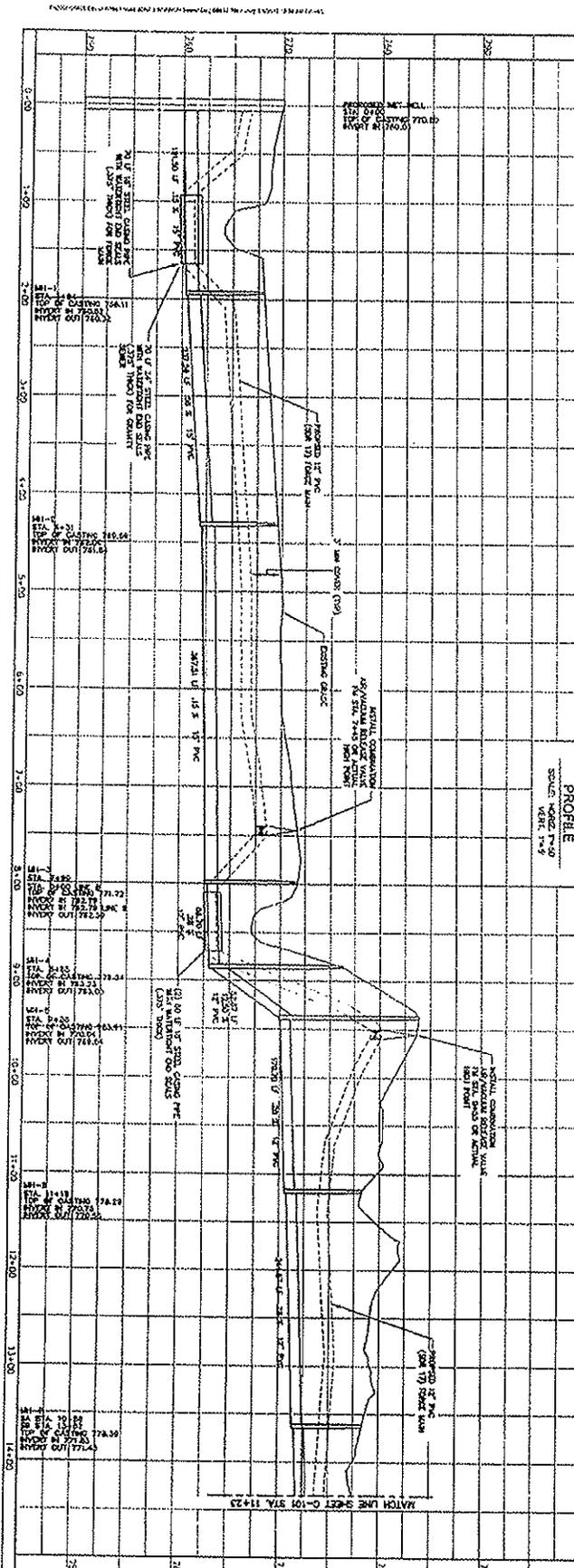
SUMNER COUNTY, TENNESSEE

**McGill ASSOCIATES**

ENGINEERING-PLANNING-FINANCE

216 N. 1ST STREET, SUITE 100, WHITE HOUSE, TN 37188

TEL: 615-833-1111 FAX: 615-833-1112



NO.	DATE	BY	DESCRIPTION
1	07-28-10	BRI	OWNER CHECK NO. 1
2	11-24-09	BRI	DESIGNER NO. 1
3	11-24-09	BRI	DESIGNER NO. 1
4	11-24-09	BRI	DESIGNER NO. 1
5	11-24-09	BRI	DESIGNER NO. 1

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF WHITE HOUSE SPECIFICATIONS.
2. THE FORCE MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WHITE HOUSE SPECIFICATIONS.
3. THE PUMPING STATION SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WHITE HOUSE SPECIFICATIONS.
4. THE FORCE MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WHITE HOUSE SPECIFICATIONS.
5. THE PUMPING STATION SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WHITE HOUSE SPECIFICATIONS.

**C-101**

SHEET 9

**PROPOSED GRAVITY PUMPING STATION AND FORCE MAIN PLAN AND PROFILE STA. 0+00 - 11+23**

FOR NO. 0555

DATE: NOVEMBER, 2009

DESIGNED BY: BRI

CHECKED BY: BRI

CONSTRUCTION NO. 1

CONTRACT NO. 0555

FILE NO. 0555

PROJECT NO. 0555

**CITY OF WHITE HOUSE**

SUMNER COUNTY, TENNESSEE

SEAL OF THE STATE OF TENNESSEE

**McGill ASSOCIATES**

ENGINEERING-PLANNING-FINANCE



CITY OF WHITE HOUSE  
Agenda  
*Board of Mayor and Alderman Meeting*  
April 15, 2010  
7:00 p.m.

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2. Prayer / Pledge
3. Roll Call
4. Adoption of the Agenda
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6. Welcome Visitors
7. Public Hearings
  - a. **Ordinance 10-04** – An Ordinance amending Articles IV and V of the Zoning Ordinance as indicated below, to permit commercial accessory residential unit special exceptions in the C-1, Central Business Service District by review of the Board of Zoning Appeals. Second Reading.
  - b. **Ordinance 10-05** – An Ordinance amending Article IV of the Zoning Ordinance as indicated below, regarding developing regulations for electronic digital signs including definition of minimum spacing, maximum sign brightness, message duration, permitted zoning districts. Second Reading.
8. Communication from Mayor, Aldermen, and City Administrator
9. Acknowledge Reports
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  - B. Police
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- b. **Ordinance 10-05** – An Ordinance amending Article IV of the Zoning Ordinance as indicated below, regarding developing regulations for electronic digital signs including definition of minimum spacing, maximum sign brightness, message duration, permitted zoning districts. Second Reading.
- c. **Ordinance 10-06** – An ordinance amending Article V of the Zoning Ordinance as indicated below, to increase the minimum distance between properties containing adult oriented business to properties containing places of worship, schools, parks, day care, and residences and to change the measurement criteria between properties per Tennessee State Law. First Reading.

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- b. To approve or reject the Construction Bids for ARRA Calista Road Project. The recommendation of the City Engineer is to reject all bids and have the project re-bid with a reduced scope of work.
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- d. To approve or reject taking bids for concrete repairs to the outdoor basketball courts. The recommendation of the Parks and Recreation Director is to take bids for these repairs.
- e. Board Appointments:
  - i. Beer Board: Dave Paltzik
  - ii. Fire Appeals Board: Tommy Jenkins, Shane Cutrell, Gerald Pay

13. Discussion Items

- a. Discussion of Stadium Lighting, opinion of probable cost.

14. Adjournment

**CITY OF WHITE HOUSE**  
**Minutes**  
**Board of Mayor and Aldermen Meeting**  
**February 18, 2010**  
**7:00 p.m.**

1. Call to Order by the Mayor

Mayor Decker called the meeting to order at 7:00 pm.

2. Prayer/Pledge

Prayer and Pledge to the American Flag by Ald. Bibb

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. Bracey, 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 the February 18, 2010 meeting.

Motion was made by Ald. Arnold, second by Ald. Bibb to approve. **A voice vote was called for with all members voting aye. February 18, 2010 minutes were adopted.**

6. Welcome Visitors

Mayor Decker welcomed all visitors.

7. Public Hearings

- a. **Ordinance 10-03** – An Ordinance for the City of White House, Tennessee amending the zoning map for a 5.16 acre property referenced as Robertson County tax map 1071, Parcel 80.01, from C-2, general commercial to C-4, Office/Professional service district for property located on Hwy. 31-W. **Second Reading. No one spoke for or against.**

8. Communications from Mayor, Aldermen and City Administrator

There were no communications from Mayor, Aldermen or City Administrator.

9. Acknowledge Reports

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

Motion was made by Ald. Bibb, second by Ald. 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:

- i. **Resolution 10-05** – A resolution of the City of White House, Tennessee increasing the expenditure threshold for capital items.

Motion was made by Ald. Bibb, second by Ald. Arnold to approve Resolution 10-05. **A voice vote was called for with all members voting aye.**

**Resolution 10-05 was approved.**

b. Consideration of the following ordinances:

- i. **Ordinance 10-03** – An Ordinance of the City of White House, Tennessee amending the zoning map for a 5.16 acre property referenced as Robertson County tax map 1071, Parcel 80.01, from C-2, general commercial to C-4, Office/Professional service district for property located on Hwy. 31-W. **Second Reading.**

Motion was made by Ald. Arnold, second by Ald. Bibb to approve. A roll call vote was requested by Mayor Decker: Ald. Arnold – aye, Ald. Bibb – aye, Ald. Bracey – aye, Ald. Huston - aye. Mayor Decker – aye. Motion was approved.

**Ordinance 10-03 was approved on Second and Final Reading.**

- ii. **Ordinance 10-04** – An Ordinance amending Articles IV and V of the Zoning Ordinance as indicated below, to permit commercial accessory residential unit special exceptions in the C-1, Central Business Service District by review of the Board of Zoning Appeals. **First Reading.**

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

**Ordinance 10-04 was approved on First Reading.**

- iii. **Ordinance 10-05** – An Ordinance amending Article IV of the Zoning Ordinance as indicated below, regarding developing regulations for electronic digital signs including definition of minimum spacing, maximum sign brightness, message duration, permitted zoning districts. **First Reading.**

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

**Ordinance 10-05 was approved on First Reading.**

c. Finance

- i. To approve and adopt the FY 2009 audit report by Crosslin & Associates.

Motion was made by Ald. Bibb, second by Ald. Bracey to approve and adopt FY 2009 audit report. **A voice vote was called for with all members voting aye. FY 2009 audit report was approved and adopted.**

- ii. To approve field reservation fees recommended by the Leisure Services Board.

Motion was made by Ald. Bibb, second by Ald. Bracey to approve field reservation fees. **A voice vote was called for with all members voting aye. Field reservation fees were approved.**

- iii. To approve a supplement to the Florence & Hutcheson Inc. contract for AARA Calista Rd. project in the amount not to exceed \$52,500.

Motion was made by Ald. Bracey, second by Ald. Bibb to approve a supplement to the Florence & Hutcheson Inc. contract for AARA Calista Rd. project in the amount not to exceed \$52,500. A voice vote was called for with all members voting aye. **A supplement to the Florence & Hutcheson Inc. contract for AARA Calista Rd. project in the amount not to exceed \$52,500 was approved.**

d. Other Items

- i. To designate Amanda Priest as City Recorder.

Motion was made by Ald. Bibb, second by Ald. Bracey to designate Amanda Priest as City Recorder. A voice vote was called for with all members voting aye. **Amanda Priest was designated as City Recorder.**

- ii. Adjournment

Meeting was adjourned at 7:32 pm.

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John Decker, Mayor

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Amanda Priest, City Recorder



REPORTS....



**City of White House  
General Government Department  
Monthly Report of March 2010**

**Administration**

March was a whirlwind for the City Administrator. The City Recorder second interview panel was put together and the city recorder position was filled as the Board confirmed Amanda Priest for the position this month. She is adapting quickly and fitting in with the group well. The City also has said goodbye to John Grubbs as the HR Director. He has moved to New York to be with his wife's family. He has been a joy to work with and we wish him the best of luck. Interviews for this position were also conducted and a replacement for John was found before he left. He has been replaced by Candyce Shelton. She transitioned into the position and was able to work with John a week before his departure.

The announcement for Werthan Packaging finally was made public and the City Administrator put a fast track process in place to get the company in the building as soon as possible. All permitting departments were made available at the same time, including White House Utility District. The City Administrator also set-up a meeting with Werthan, Robertson County and the City to get them through their incentives program and move forward in the approval process. The City is also working with PMC Gage to get this new industry moving forward with their approval process. The City Administrator has also continued to work on the Town Center initiative.

The City Administrator attended three conferences this month: Tennessee Municipal League Legislative Conference in Nashville, the Tennessee City Management Association Board Meeting in Cookeville and the Joint Kentucky/Tennessee City Management Association meeting in Frankfort, KY. A 3-hour session entitled *Break Through Conflict* was facilitated by Paul and Susan Glaser of Glaser & Associates. The Glasers are frequent presenters at the annual ICMA conferences and have an international reputation for training public and private sector entities. One of the other notable items with this conference is that the group was given a tour of Frankfort's recently completed state-of-the-art public safety building. This building was built for the comfort and safety of the employees as well as the citizens. It was a magnificent building.

The City Administrator worked with the Finance Director to develop an agenda for the Board of Mayor and Alderman Budget Retreat. We developed materials for the presentations. The Purchasing Coordinator assisted the City Administrator in putting the packets together on a Sunday morning to get those to the Board prior to the retreat. This was much appreciated. The City Administrator also worked with MTAS in developing the concept for the retreat.

The conclusion of the month was occupied by the discovery of the bill introduced by Robertson County to change the scope of the hotel/motel tax. The City Administrator met with the WH Chamber members to discuss the affect it would have on the Chamber. Some of the Chamber Board as well as BMA members met with Representative Josh Evans to repair the issue for White House. The effort and contribution from everyone was well received and a settlement is in the works.

<b>Website Management</b>			
	<b>March</b>	<b>FY 09 - 10</b>	<b>FY 08 - 09</b>
Number of Internal Requests for Website Updates	-	60	136
Visits	7,687	58,943	*

Our city website has had 7,687 visits during the month of March, which increased 695 visits from the 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.

<b>City</b>	<b>Visits</b>
Nashville	3,466
White House	364
Gallatin	280
Clarksville	262
Franklin, KY	190
Hendersonville	181
New York, NY	160
Goodlettsville	65
Madison	60
Brentwood	59

Did you know 39% of this month's visitors accessed the City's website directly and 37% of visitors accessed the website through the Google search engine? In addition, the percentage of returning visitors was 49% and 51% of visitors were new to the website.

**City of White House  
Finance Department  
Monthly Report of March 2010**

**Finance Section**

At the end of March 2010, 11% of the Robertson County taxes remain to be paid, while 6% of the Sumner County taxes remain outstanding. This leaves 9% of the tax base delinquent. This is a 2% increase in delinquency over last year at this same time. However, at this time we are tracking to be on budget for property taxes, due to the conservative amounts that were budgeted.

The Finance Director met with the Human Resources Director and representatives of Sherrill Morgan and Associates to review the proposals solicited for insurance plan administrators. The recommendation was to stay with the current provider North America Administrators as they had the overall lowest price with no notable problems in service over the past year. The Finance Director also participated on the interview panel for the City Recorder position. Both the Tax Clerk and the Purchasing Coordinator assisted the City Administrator with City Recorder duties during the vacancy of the position.

Training opportunities abounded in March with a Certified Municipal Finance Officer (CMFO) training session in Gallatin on March 8, and a full class and exam in White House on March 17. The exam topic was Municipal Budgeting and the Finance Director passed and has been cleared to continue on to the next section. The Finance Director, along with the Tax Clerk, and Accounting Specialist attended the Local Government Software conference in Gatlinburg in March. This software is what we use for all Finance functions, and there were a number of classes attended by the participants. Most of these classes addressed issues very specific to certain modules of the software, while others addressed such issues as ARRA (American Reinvestment and Recovery Act) compliance, and the transition of business tax collection to the State of Tennessee. Finally, the Finance Director attended the Tennessee Government Finance Officer's Association Spring Institute in Murfreesboro, on Friday, March 19. The focus of the institute was budgeting during difficult times. The Court Clerk attended the Court Clerk's Conference in Franklin, TN on March 18 -19. The topics covered included Video Traffic Enforcement, Communication in the Workplace, Authority of the Municipal Court, and Court Action Reports and Electronic Reporting.

The remainder of March was almost fully consumed by budget activity. Revenue projections were completed by the Finance Director, projected expenditures were submitted to the Finance Director by the Department Heads, and there was much preparation done for the Board of Mayor and Aldermen Budget Retreat.

Letters, reporting forms, and copies of Ordinance 08-28 were sent to all restaurants that have a liquor license during March regarding compliance with the quarterly reporting requirements. The Ordinance 08-28 specifically states that "All permit holders shall submit quarterly reports, certified by an accountant, on forms provided by the City within

twenty (20) days of the end of the calendar quarter to the Finance Director of the City of White House setting out in detail the monthly gross receipts of alcoholic beverages.” As of the date of this report, out of the four (4) businesses, not a single licensee is in compliance with this requirement, and only one has contacted the Finance Director to discuss the requirement, and that one has indicated their intent to remain in non-compliance. The ordinance does not offer direction for what will follow in the case of non-compliance, and guidance is needed from the Board of Mayor and Aldermen in regard to this issue.

## Performance Measures

### Major Fund Balances

Fund	Cash Balance	Investment Account Balance
General Fund	\$1,361,082.35	\$1,444,436.08
Sanitation	\$216,475.27	\$ 150,080.53
Wastewater	\$256,088.28*	\$797,236.18

- All Fund Balances are bank balances reported as of April 6, 2010.
- \*The Wastewater Fund balance should be reduced by a significant Due To balance for the Sanitation Fund at \$166,867.64.

### Payroll

Number of Payrolls	Number of Checks and Direct Deposits	Number of adjustments	Number of Void Checks
2 regular	1 paper check 196 direct deposits	0 retroactive adjustments	1 Void Check related to an overpayment

### Accounts Payable

	March	FY	Last March	Last FY
Total Invoices Processed	309	2,671	257	2,847

### 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	205	20	50	19	81	9	11	16	12	3	24	450
Customers	117	5	3	5	2	1	0	5	3	0	25	166

	Finance	Accounts Payable	Business License	Property Tax	Court	Purchasing	Finance Directors Office	Total
Calls	0	19	68	61	50	7	205	
Customers	0	8	22	81	6	0	117	

### Purchase Orders

Codes	7	\$2,431.95
Fire	8	\$2,272.23
Police	21	\$3,900.55
Human Resources	3	\$152.92
Engineering	7	\$2,299.41
Administration	2	\$47.45
Finance	2	\$538.50
Court	1	\$51.50
Library	3	\$201.16
Waste Water	14	\$4,451.18
Public Works	7	\$5,599.75
Sanitation	2	\$853.58
Parks	32	\$4,759.35
Bldg. Maintenance	2	\$503.26
Cemetery	2	\$4,199.16
<b>Total</b>	<b>113</b>	<b>\$32,261.95</b>
Void	3	

	NUMBER OF PO'S	Value of PO's
<b>PURCHASE ORDERS \$0-\$999</b>	106	\$19,753.76
<b>PURCHASE ORDERS \$1000-\$9999</b>	7	\$12,508.19
<b>PURCHASE ORDERS OVER \$10,000</b>	0	\$0.00
<b>Total</b>	<b>113</b>	<b>\$32,261.95</b>

### Emergency Purchase Orders - March

Number	Vendor	Items	Amount	Nature of Emergency	Department
14139E	Allgood	Fuel pump w/parts and labor	\$667.35	Vehicle down	Wastewater
14141E	David's Auto	Starter and brake pads	\$413.92	Vehicles down	Wastewater
14148E	Allgood	Pump sludge hopper	\$1,000.00	Wastewater Plant	Wastewater

### Business License Activity

Opened	Closed	
7	0	
Cumulative Information		
Class	Total Licenses	Delinquencies
1	36	34
2	135	53
3	256	117
4	180	84
Total	607	288
Delinquency Rate		48%

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

Description	Total Charges
Child Restraint 4-15 (1 <sup>st</sup> Offense)	3
Child Restraint-under 4	0
Improper Backing	0
Failure to Yield Right of Way	2
Financial Responsibility Law	33
Following Too Closely	5
Motor Vehicle Requirements	1
Improper Passing	2
Drivers Exercise Due Care	4
Codes Violations/Animal Control	4
Drivers License Law	5
Stop Signs	2
Open Container Law	1
Parking Violation	4
Vehicle Registration Law	11
Seat Belt Violation – 18 and Older	21
Speeding	73
Careless Driving	2
Disobedience to Traffic Control Device	3
Closed Road	0
Total	176

### Municipal Court – Case Disposition

<b>Disposition</b>	<b>Total</b>
Ticket Paid in Full – Prior to Court	70
Guilty as Charged	7
Dismissal	12
Dismissed upon presentation of insurance	29
Not Guilty	0
Dismissed to Traffic School	5
Dismissed with Costs and Fines	38
Dismissed with Costs	10
Dismissed with Fines	5
Case Transferred to County	0
Dismissed with Public Service	0
Total	176

## March 2010 Monthly Report

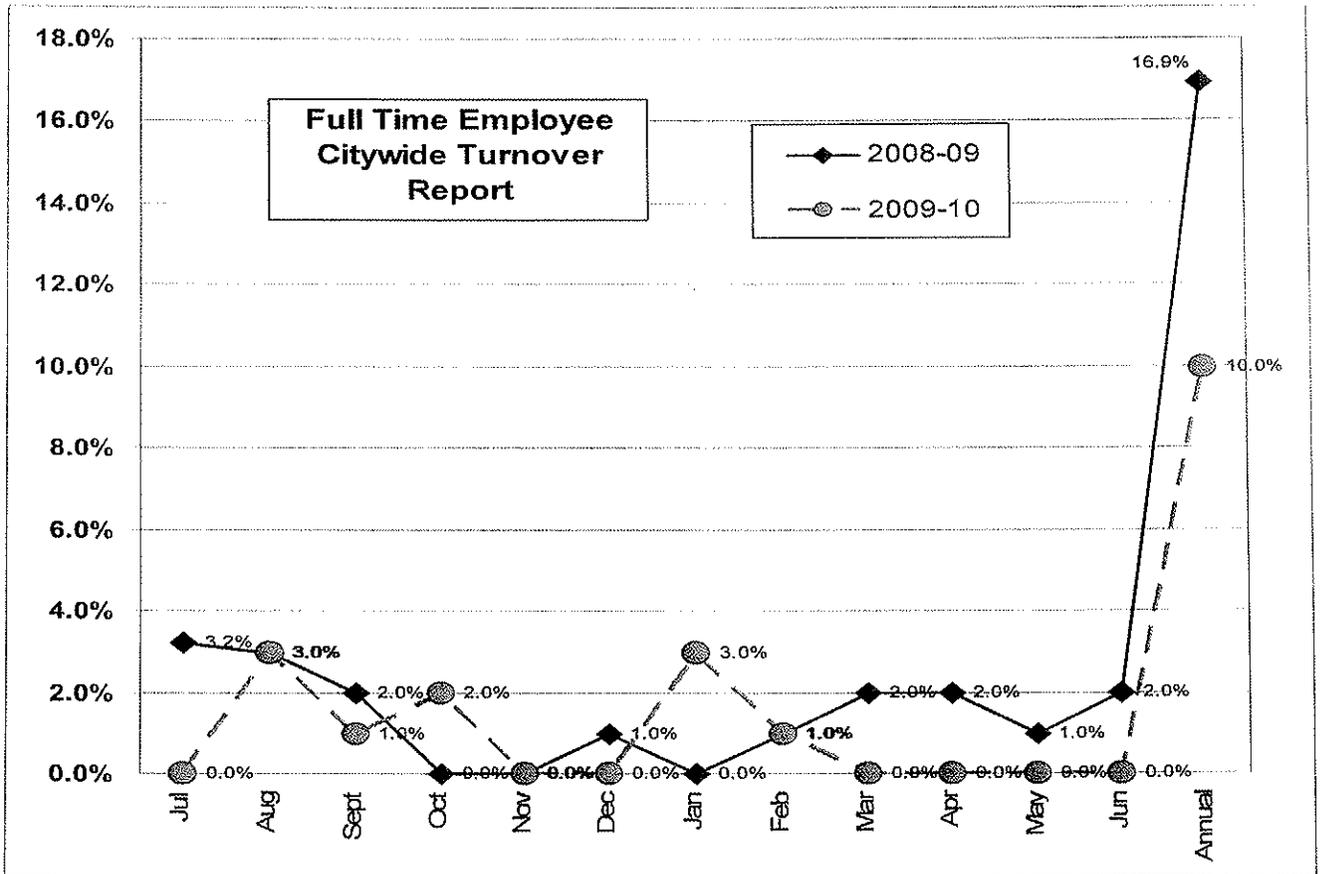
### Human Resources:

- Assisted Administration in placement of City Recorder
- Assisted Parks in placement of Recreation Superintendent
- Assisted Administration in placement of HR Director
- Assisted Fire in recruitment of Firefighter
- Assisted departments with disciplinary investigations/hearings
- Guest speaker for White House Home Education Association

### Key Performance Indicators (Performance Measurements)

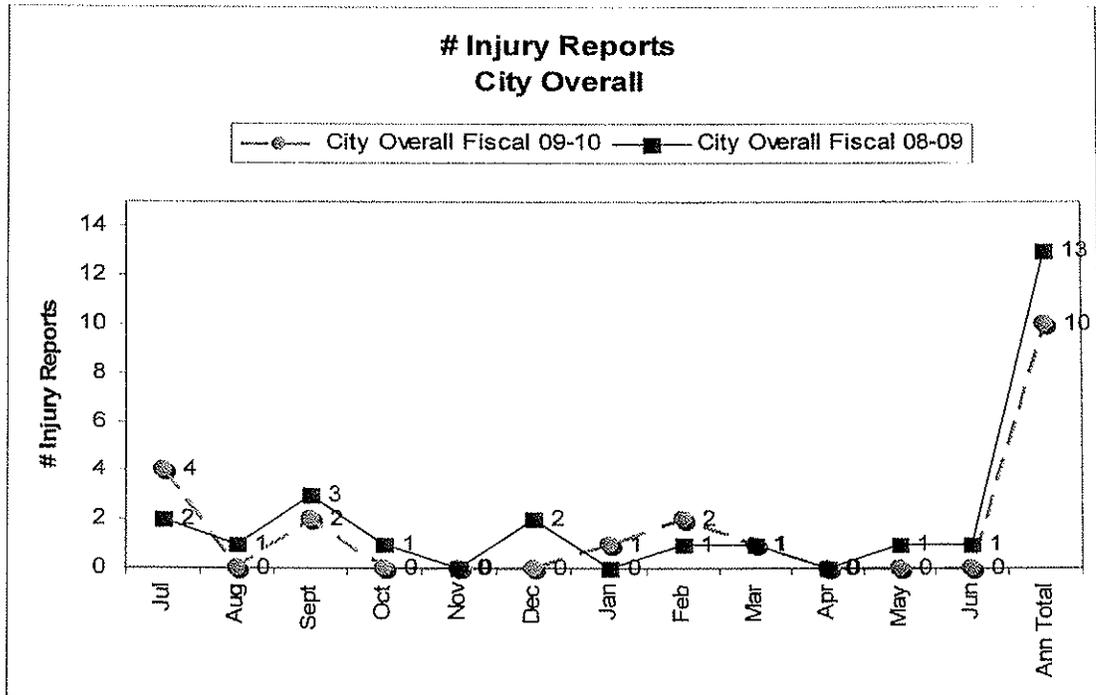
#### Citywide Turnover

- Turnover overall for month of March 2010 for Full Time Employees was **0%**, down from March 2009.
- Overall Turnover % YTD Fiscal 2009/10 is **10%**, down YTD (March 2009) from Fiscal 2008/09 (12%).

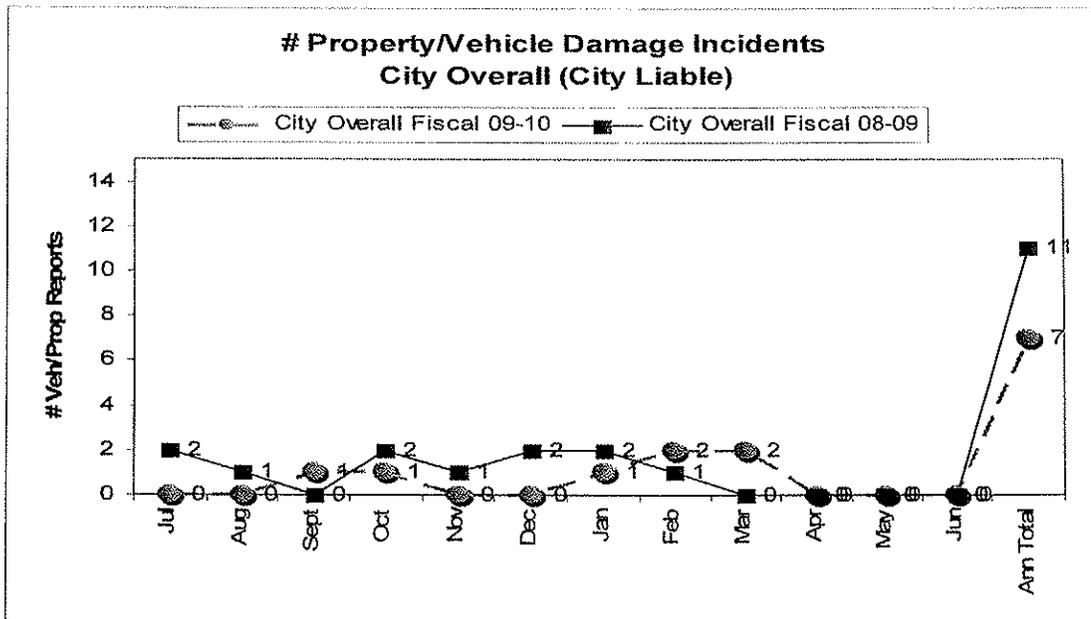


Safety

- Accidents resulting in injury in March 2010 were 1, unchanged from March 2009.
- 2010 YTD is **10**, down from YTD 2009 (**11**)



- Vehicle/Property damage claims (City liability) for the Month of March 2010 are 2, increased from March 2009 (0).
- City liability vehicle incidents are 7 YTD, trending a significant decrease from 2009 YTD (11)



City of White House  
Police Department  
Monthly Report  
*March 2010*

**Departmental Highlights**

- Sgt. Hunter instructed Traffic School on March 11<sup>th</sup> at the Police Department.
- Sgt. Hunter assisted with interviews for the selection of City Recorder.
- Chief Herman assisted with interviews for the Human Resource Director position on March 23<sup>rd</sup>.
- Chief Herman attended the City of White House Budget Retreat on March 25<sup>th</sup>.
- The Awards Committee met on March 24<sup>th</sup> to select members of the Police Department eligible for awards based on happenings in 2009. The Awards Ceremony has been scheduled for May 11<sup>th</sup>.
- Sgt. Ring assisted Chief Palmer, Fire Department Chief, with Fireman interviews on March 31<sup>st</sup>.

**Monthly Meetings/Civic Organizations:**

- Chief Herman was one of the guest speakers at the March Chamber of Commerce meeting. Captain Mingledorff assisted with the set up of tables and chairs at the monthly meeting on March 9<sup>th</sup>.
- Chief Herman attended a Robertson County 911 Consolidation meeting on March 16<sup>th</sup>.
- On March 17<sup>th</sup>, Chief Herman attended the Sumner County Drug Task Force meeting in Gallatin.
- The monthly Command Staff Meeting was held on March 25<sup>th</sup>.
- Chief Herman attended the Tennessee Crime Prevention Coalition (TCPC) Training Committee meeting on March 26<sup>th</sup> at the Ellington Agricultural Center in Nashville.
- Chief Herman attended the Robertson County Communications User Group meeting in Springfield on March 29<sup>th</sup>.
- Chief Herman attended the Community Anti-Drug Coalition meeting in Nashville on March 31<sup>st</sup>.

**Community Relations**

- Captain Mingledorff read to 20 first grade students at H.B. Williams Elementary on March 2<sup>nd</sup> during the Dr. Seuss "Read Across America" program.
- Captain Mingledorff attended the weekly Rotary Club meetings on March 11<sup>th</sup>, 18<sup>th</sup>, and 25<sup>th</sup>.
- Captain Mingledorff attended the Safety Committee meeting on Tuesday, March 30<sup>th</sup>.

## DARE

- Captain Mingledorff taught Weeks 3-6 of the 10 week D.A.R.E. Program during the month of March:

Hope & Heritage Academy (15 /5<sup>th</sup> grade students) Graduation set for April 26<sup>th</sup>.  
White House Middle School (180/5<sup>th</sup> grade students) Graduation set for May 25<sup>th</sup>.

## Citizens Police Academy

- The 10<sup>th</sup> Annual Citizen's Police Academy class is in session. It meets each Tuesday from 6:00 pm to 9:00 pm for 10 weeks. Thirty-one citizens are enrolled. They are scheduled to graduate April 27<sup>th</sup>.

The topics discussed in the month of March were: Hiring Process, Records, Anti-Drug Coalition, Community Relation Projects, K9 Demonstration, Defensive Tactics, S.P.E.A.R.E.(Self-Protection, Environmental Awareness and Rape Education) and the Reserve Program.

## Wheels in Motion

- One student from each of the following schools was presented a bike (donated by the Rotary Club) and a helmet (presented by Captain Mingledorff). The rewards are in recognition of individual accomplishments. The student is nominated by a teacher or faculty member.

Robert F. Woodall Elementary	Thursday	March 25 <sup>th</sup>
H. B. Williams Elementary	Thursday	March 25 <sup>th</sup>

## Captain Street Smart

- Captain Mingledorff taught 2 Kindergarten/3 1<sup>st</sup> grade classes (90 students) the importance of seat belts, bike and helmet safety and stranger danger awareness during the week of March 15 – 18<sup>th</sup>.

## S.P.E.A.R.E

Sgt. Eric Enck has started a new self-defense tactics class for women called S.P.E.A.R.E (Self Protection, Environmental Awareness and Rape Education). With the assistance of other qualified helpers, Sgt. Enck shares his knowledge and self-defense techniques with women in the community. This program has been in existence for a couple of years, but was recently officially named. Any organization, school, church, etc. interested in S.P.E.A.R.E. can contact Sgt. Enck at the White House Police Department.

- Sgt. Eric Enck instructed a S.P.E.A.R.E. class on March 13<sup>th</sup> at Northridge Church to 20 young women.
- On March 20<sup>th</sup>, Sgt. Enck instructed a S.P.E.A.R.E. class on March 20<sup>th</sup> at The First Baptist Church of White House.

**Crime in the City**

	March 2009	March 2010	Percent Change	Total 2009	Total 2010	Percent Change
<b><i>Serious Crime Reported</i></b>						
Crimes Against Persons	14	13	-7%	27	31	+13%
Crimes Against Property	31	53	+42%	105	111	+5%
Crimes Against Society	23	22	-4%	71	87	+18%
<b><i>Minor Crime Reported</i></b>	38	16	-58%	103	51	-50%
<b><i>Traffic Crashes Reported</i></b>	22	19	-14%	62	68	+9%

**Protecting Persons and Property**

	March 2009	March 2010	Percent Change	Total 2009	Total 2010	Percent Change
Arrest Criminals	54	46	-15%	153	145	-5%
Enforce Traffic Laws:						
Written Citations	314	185	-41%	848	584	-31%
Written Warnings	85	45	-47%	200	71	-65%
Verbal Warnings	347	314	-10%	879	811	-8%
Residential Patrols	1,013	1,065	+5%	2,824	2,409	-15%
Business Checks	1,897	1,680	-11%	5,838	3,883	-34%
Extra Patrols	261	169	-35%	824	288	-65%
Property Watches	70	6	-91%	208	20	-90%
Assist Motorists	16	19	+16%	50	63	+21%

**Communications Section**

	March 2009	March 2010	Percent Change	Total 2009	Total 2010	Percent Change
Calls for Service	1,269	929	-27%	3,368	2,409	-28%
911 Calls	29	55	+47%	84	125	+33%
Alarm Calls	34	30	-18%	92	74	-19%

**Animal Control**

	March 2009	March 2010	Percent Change	Total 2009	Total 2010	Percent Change
Complaint Calls	44	37	-16%	115	95	-17%
Animal Contacts	38	17	-55%	93	44	-53%
Returned to Owner	16	6	-63%	44	22	-50%
Sent to County Impound	10	11	+9%	32	22	-31%
Adopted	3	1	-67%	5	1	-80%
Animal Bite Incidents	0	1	+100%	0	3	+100%
Traps Set	7	1	-86%	16	1	-94%

### Request for Reports

	March 2010	Total 2010
Requests for Reports	27	106
Amount taken in	\$41.40	\$183.35
Tow Bills	\$165.00	\$330.00

### 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. Due to the hiring freeze, these positions will remain open at this time.

- On March 4<sup>th</sup>, Officer Erinn Martin began her employment with the White House Police Department. She is filling a vacant position opened from the termination of an Officer. Officer Martin comes to us with a degree in Criminal Justice from Eastern Kentucky University. She will be attending the Tennessee Law Enforcement Training Academy starting March 14<sup>th</sup> for 10 weeks.
- Officer Patrick Bagwell graduated from Tennessee Law Enforcement Training Academy after 10 weeks of instruction. We are glad to have Officer Bagwell out of the Academy and working on the road for us.

### Reserve Officers

- Officer Mike Jarrett has begun his training as a Reserve Officer.
- The Reservist had their first Defensive Tactics session this year.

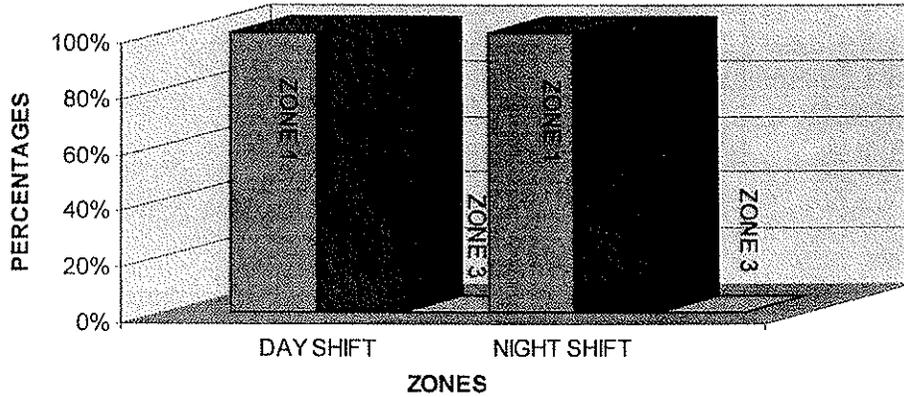
### Police Explorers

Nothing to report 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.

### MARCH 2010 ZONE COVERAGE

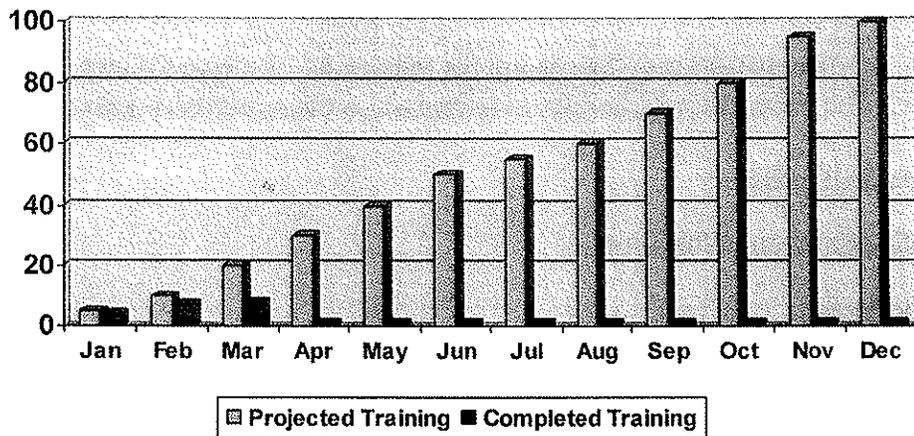


### Training

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

Our department training goal is that each **police employee** receives 40 hours of in-service training each year.

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



### K-9

- Sgt. Ring (Rascal) and Ofc. Ghee (Nike) had their monthly K9 training on March 11, 2010.
- Sgt. Ring and K9, Rascal was called to assist Tennessee Highway Patrol (THP) on a traffic stop.
- Sgt Ring with K9, Rascal, and Ofc. Ghee with K9, Nike, conducted a periodic locker and classroom search at a local high school.

## **SWAT**

- Cpl. Segerson attended SWAT school called Weapons of Mass Destruction.

## **Cost Savings**

- On behalf of the White House Police Department, Captain Mingledorff applied for and accepted a \$1,000.00 Community Grant from Wal-Mart on March 18<sup>th</sup>. This grant will help support our community relations projects during the next year.

## **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 March 2010

## Summary of Month's Activities

### Fire Operations

The Department responded to 75 requests for service during the month with 48 responses being medical emergencies. There were 3 responses to grass/ brush fires during the month all were small incidents with no property damage reported.

There was an increase in motor vehicle accidents during the month with 9 responses with injuries reported. Included in the 9 responses, two involved motorcycles, a car verses deer, and one involving a semi truck with 6 patients being transported to area hospitals.

### Fire Administration

On March 13<sup>th</sup> fire department personnel conducted a physical ability test with 11 candidates participating. This is the first step in our hiring process to hire a replacement for Jason Campbell who left the department in January.

On March 16<sup>th</sup> Chief Palmer and Fire Marshal Sisk attended an event at the State Capital to represent the Tennessee Fire Service.

On March 24<sup>th</sup> Captain Kevin Holman and Fire Marshal Jeremy Sisk attended a CERT Train- the -Trainer course hosted by the Tennessee Department of Homeland Security. The three day course is designed to train instructors to provide training to citizens in the CERT program. The Community Emergency Response Team (CERT) Program educates people about disaster preparedness and trains them in basic disaster response skills, such as fire safety, light search and rescue, and disaster medical operations. Using their training, CERT members can assist others in their neighborhood or workplace following an event and can take a more active role in preparing their community.

And on March 29<sup>th</sup> Chief Herman and Chief Palmer attended the Robertson County 911 Users Group meeting to discuss the costs associated with the Radio / Dispatch Consolidation Project. The meeting seemed productive information was exchanged and the User Group did not make any financial commitment to share the Project costs at this time. They did request more radio system information from us and the system vendor.

### Update on the Department's Goals and Objectives

- Send three firefighters to the Driver/Pump Operator course at the State Fire Academy and complete it by June 1<sup>st</sup>, 2010 **(This class is scheduled to begin February 8<sup>th</sup>)**
- 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 **(Work on this project is under way)**
- 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. **(Work on this project is under way)**

**Departmental Highlight**

On March 5<sup>th</sup> the Department sent five volunteer firefighters to the State Fire Academy's 22 hour "Live Burn" Course. This course is a hands on class that teaches the firefighter firefighting techniques such as interior structure firefighting, vehicle firefighting, and how to extinguish petroleum and gas fires. Also during the weekend of training students are taught personal safety and rescue while operating in the hazardous environment of fire and smoke.

**Department Cost Saving Report**

There was not any significant cost savings associated with purchasing supplies or any project this month although fire personnel contributed to cost savings by making in-house repairs to the buildings and equipment.

**Monthly Performance Indicators**

**Incident Responses**

Structure Fires	0	Vehicle Accidents(general cleanup)	1
Cooking/Electrical Fires	0	Vehicle Accidents(With injuries)	9
Vehicle Fires	0	Rescue	0
Grass, Brush, Trash, Fires	3	False Alarms/Calls	5
Hazmat	1	Assist other Governmental Agency	0
Other Calls	8	Total Responses for the Month	75
Emergency Medical Responses	48	Total Responses Year to Date	638

**Fire Fighter Training**

Total Training Man-hours for the Month	551	Total Training Man-hours Year to Date	3942.5
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**Fire Inspection**

Fire Inspections	7	Year to Date	78	Plat / Plan Reviews	1	Year to Date	14
Fire Investigations	1	Year to Date	4	Fire Preplans	1	Year to Date	8

**Public Fire Education**

Participants	47	Education Hours	10
Participants Year to Date	1015	Education Hours Year to Date	78 .5
Number of Occurrences	6	Number of Occurrences Year to Date	48

**Staffing**

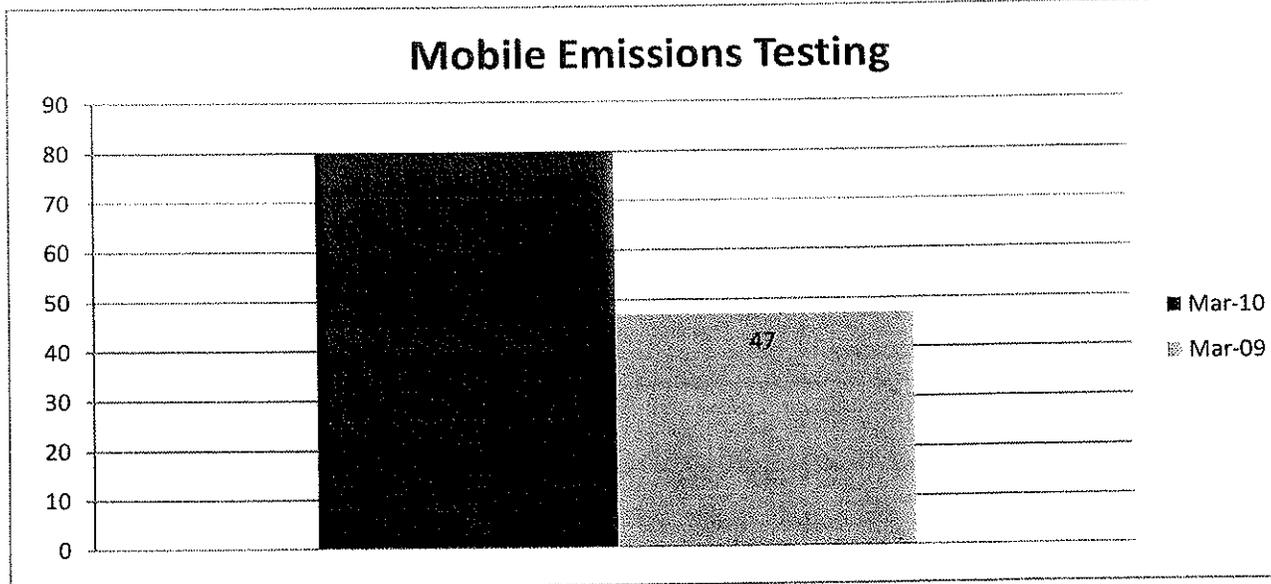
The public works department is authorized 14 full time employees. Currently we are down one full-time Street and Roads position, and one Mechanic position. Due to the hiring freeze these positions will remain open at this time.

**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 2010; schedule will be published in the next issue of The Word on White House. For the month of March, we had a total of 26 citizens utilized the mobile emissions testing station located at the Public Works Facility. See the chart below and notice the usage since March of 2009.



**Training**

On March 9<sup>th</sup> and 10<sup>th</sup> Terry Johns and Derek Gregory attended a concrete training seminar sponsored by TDOT.

**Departmental On-Site Safety Training March 2010**

- Use of City Vehicles & Equipment
- Preventing Injury & Death from Skid Steer Loaders

**MARCH 2010 TRUCK POUNDAGE AND FUEL COSTS**

- 16.30 average tons per day 618,800 pounds for the month of March.
- Total tonnage for the month of March was 309.40
- Total cost of fuel used for truck # 319 \$193.46
- Total cost of fuel used for truck # 320 \$1185.57
- Total cost of fuel used for truck # 323 \$674.50
- Total cost of fuel used for #324 \$377.51
- Total cost of fuel for March = \$2,431.04

\*Fuel increased \$330.99 from the month of February.\*

July 2009 – June 2010	
	17.93
	4,726,976.30
	2,636.38
	\$3,092.73
	\$9,092.27
	\$5,712.26
	\$3,246.68
	\$21,144.56

# MARCH B.M.A. REPORT 2010

MONTHLY INDICATORS		
STREETS AND ROADS SERVICE INDICATORS		
SERVICES PROVIDED	TOTAL	YTD
BRUSH PICK UP	160	2,765
	Stops	Stops
BRUSH TRUCK LOAD	21	295
EMERGENCY CALL OUTS	0	2
DAMAGED CARTS REPLACED	9	149
NEW CARTS FOR NEW HOME CONSTRUCTION	4	76
ADDITIONAL CART REQUEST	1	14
CURBS REPAIRED	0	0
SHOULDERS REPAIRED	0 feet	0 feet
DRAINAGE REQUESTS	1	20
DRAINAGE WORK	300 feet	370 feet
LITTER PICK UP (60 GALLON BAGS)	113 = 6 bags per day	808 bags
LITTER PICK UP PER DAY (MILES)	7 Miles Avg. per day	638 Miles
POTHOLES REPAIRED	14	262
SALT USAGE (TONS)	0	20
SIGNS INSTALLED	44	203
HANDICAPPED PICK UP	79 Homes	706 Homes
MOVE IN SPECIAL PICK UP	1	30
MOVE OUT SPECIAL PICK UP	1	7
DEAD ANIMAL REMOVALS	2	18
CITIZENS REQUESTING A PICK UP (DUES AND FORGETTING TO PLACE CART) OR WHERE A NEW ROUTE HAS BEEN COMPLETED	6	84

**City of White House  
Wastewater Department  
Monthly Report for March 2010**

**Summary of Month's Activities:**

**Administration:**

Update on the SRF/ARRA funded Cope's Crossing project: Mobilization and limited construction have begun.

Failures of the newly designed E-One Extreme pumps continued with twenty-three requiring replacement this month. Acceptable weather conditions have returned and technicians from E-One and Wascon are once again proactively replacing the switches.

**Revenue Update:**

The Sewer Use revenue held steady for the month; however it is still 10% below this time last year; the entire sewer fund to date remains 7% lower than last year.

**Collection system:**

Over the past month staff has retro fitted twenty-two hydromatic simplex, to E-one and installed eight rebuilt vacuum valves and controllers within the vacuum systems. The department has also completed fifteen yard repairs and provided inspections to eight new sewer service connections. (Includes finals and repeats due to failures)

**Wastewater Treatment:**

A violation of our discharge permit occurred on the afternoon of Saturday March 6<sup>th</sup> when a washout (overflow of solids) was discovered at the treatment plant which appeared to be caused by a hydraulic overload in Clarifier 1. The plant was taken off-line and all flow was diverted to the lagoons and the incident was promptly reported to TDEC.

TDEC staff came out on Monday March 8<sup>th</sup> to assess the overflows impact on the creek. We should be receiving correspondence from TDEC addressing this issue within the next six to eight weeks.

We have identified several issues with design and in operations which led to the occurrence and are presently correcting these problems.

**Goals and Objectives Progress:**

- The installation of the Mission Communications equipment for a Supervisory Control and Data Acquisition (SCADA) is still ongoing. We are still waiting on the correct cable lengths in order to complete the installations at Portland Road, South Palmers and Hwy 76 lift stations.

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

Service Provided	Month	Totals for 2009-2010	Amount Billed	Revenue Received	Revenue Totals 09-10
New service connections (Capacity fees)	3	36	\$4,500.00	\$4,500.00	\$76,520.00
Customers billed	3,801	N/A	Net amount billed \$158,525.11	*\$175,573.55	\$1,097,070.93
Applications or transfers for service	39	326	\$1,625.00	\$1,625.00	\$12,300.00
Late penalties applied	998	9,193	Amount Applied \$4,996.56		
Wastewater Adjustments	21	157	N/A	\$1,332.81	(\$667.10)
Administrative Fees	3	163	\$400.00	\$400.00	\$21,338.68
Service availability Requests	0	3	\$0	Included in Admin Fees	Included in Admin Fees
New service inspections (Connection fees)	3	34	\$450.00	\$450.00	\$5,100.00
Field inspection fee	0	1	\$0	Included in Admin Fees	Included in Admin Fees
Cut-offs for non-payment	8	192	\$100.00	Included in Admin Fees	Included in Admin Fees
Commitments for service	0	0	\$0	\$0	\$0
Bulk disposal	0	7	\$0	\$0	\$875.00
<b>Work Orders</b>	<b>19</b>	<b>476</b>			
Billing related service requests	76	650		<b>Months Total</b> \$182,548.55	<b>Total</b> \$1,213,204.61
Mainline repairs	3	11	* Revenue from previous month's service		
Service lines repaired	5	56			
L.P. service requests	94	593			
Gravity service requests	0	0			
Vacuum service requests	8	37			
<b>All service requests</b>	<b>178</b>	<b>1,203</b>			
Major Lift Station Repairs	2	15			
<b>Responses to SCADA Alarms</b>					
North Palmers	122	954			
Calista	28	858			
Wilkinson	27	791			
Portland Road	#	#			
Tyree	0	135			
Union Road	#	#			
S. Palmers	#	#			
Meadowlark	1	1			
Hwy 76	#	#			
Treatment Plant	1	1			
<b>Total Responses</b>	<b>179</b>	<b>2,740</b>			
	<b>Flow MGD</b>	<b>Plant Capacity</b>	<b>Inches of Rain Fall</b>	<b>% of Capacity</b>	
Average Daily Flow (effluent)	.618	1.4 MGD	5.19	44%	

**Update on land lease/crop share:**

We received our remaining share of 2008's corn crop of \$12,158.37 for total revenue from the crop sharing land lease of \$23,021.45.

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  
March 2010 Monthly Report**

**Summary of Month's Activities:**

Staff completed inspections for new proposed businesses in existing developments. Staff obtained plumbing and mechanical inspector certifications required by recent State Law. Staff attended a code training class on plumbing and mechanical line installations. Staff worked on 2010-2011 Department budget proposals.

**Update on Department Objectives:**

**Robertson County Growth Boundary**

Per discussion with Springfield staff member, the revised Robertson County Growth Boundary resolutions were approved by all the cities and the county. The next step will be for the State to adopt the amendments to the growth boundary. Staff does not anticipate any issues with the State approval due to original conflicts being resolved with the revised Portland Annexation agreement.

**Greystone Street Lights:**

Staff sent a letter to all Greystone residents in January requesting votes on installing street lights in phases one and two. In the early 2000s, the City removed the street lights from phase one of subdivision due to complaints from the residents. The resident complaints originally were that adequate street lighting was provided in the subdivision with private decorative gas lamps on the individual lots. The decorative lamps were not installed with all the lots. The City several years ago requested the homeowner's association to vote on the street lights and the lights were not approved. Due to continued requests for the street lights, the City sent a notice in January to all the residents. The notice included proposed locations of the street lights. The street lights are standard CEMC 100 watt residential fixtures on wood overhead electric poles. The results of the vote was 8 for and 16 against, and 51 no responses. The January notice was set up so that a no response was a vote for the lights. Staff has requested the street lights be installed at the first of May.

**Department Highlight: Business License and Waste Water Receipts**

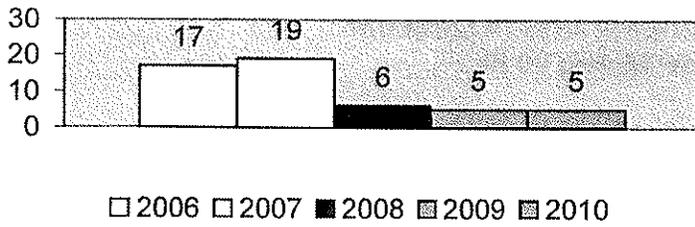
Staff checks for City business licenses and Waste Water Department receipts and approvals prior to issuing building permits. Staff also requires Robertson County Facilities Tax Receipts prior to issuing permits for new houses and businesses.

**Department Cost Savings Report:**

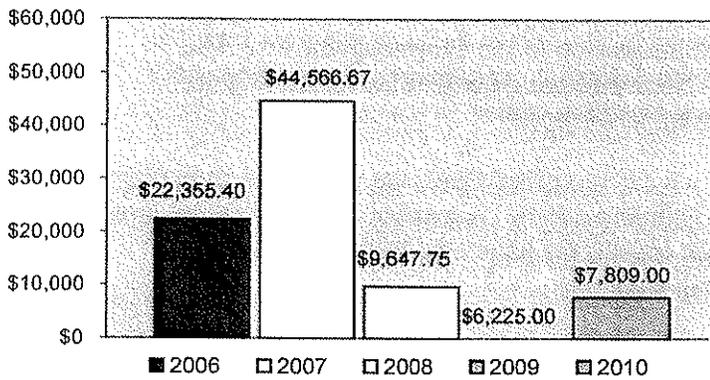
IT staff worked with AT&T and Finance Department on behalf of the Fire Department and Library to obtain a \$ 1,740 refund due to recent phone billing changes.

## Monthly Report March 2010

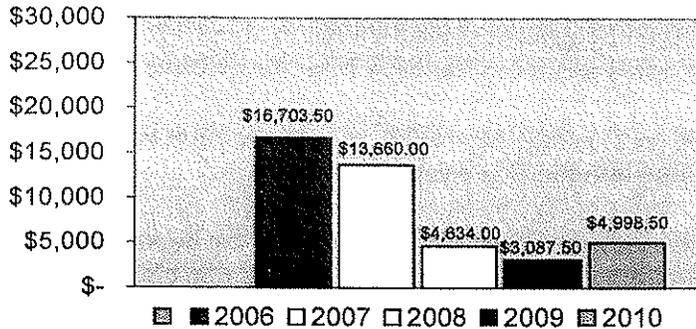
### Single Family Permits



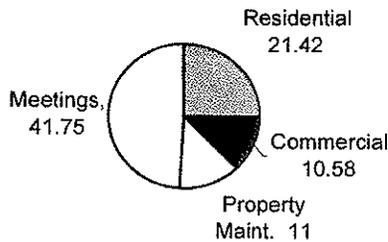
### Impact Fees



### Permit Fees



### Inspections / Meetings Hours



	Month	FY 09-10
<b>MEETING AGENDA ITEMS#</b>		
Planning Commission	4	50
Construction Appeals	0	0
Zoning Appeals	0	2
Training/Study Session	0	0
Property Maintenance	0	1
<b>PERMITS</b>		
Single Family Residential	5	33
Multi-Family Residential	2	2
Other Residential	7	97
New Commercial	0	1
New Industrial	0	0
Other Com/Ind	3	35
State Electrical	34	170
Sign	2	18
Occupancy Permits	27	187
Other	1	8
<b>BUILDING INSPECTIONS</b>		
Residential	73	495
Hours	21.42	123.26
Commercial /Industrial	25	175
Hours	10.58	69.19
<b>CODE ENFORCEMENT</b>		
Total Cases	52	622
Hours	11	116.23
Complaints Received	6	64
<b>MEETINGS</b>		
Administration	10	40
Hours	16.67	72.75
Planning	15	69
Hours	13.83	65.27
Codes	12	43
Hours	11.25	49.17
<b>FEES</b>		
Permit Fees	\$ 4,998.50	\$ 25,299.50
Board Review Fees	\$ 75.00	\$ 1,415.00
City Impact Fee	\$ 7,809.00	\$ 47,868.60
Roads	\$ 2,421.00	\$ 14,426.40
Parks	\$ 2,470.00	\$ 13,558.00
Police	\$ 2,037.00	\$ 12,259.80
Fire	\$ 1,344.00	\$ 8,087.40
<b>PLANNING COMMISSION APPROVAL</b>		
Subdivision Lots	N/A	0
Commercial/Industrial Sq ft	N/A	0
Multi-Family Units	N/A	0
Other	N/A	0
<b>OTHER ITEMS</b>		
Subdivision Bonds	32 @ \$ 1,653,800	
Builders Bonds	\$	52,650.00
Workings Days in Month		19

**City of White House  
Parks, Recreation, & Cultural Arts Department  
Monthly Report March 2010**

**Summary of Month's Activities**

Six candidates for the Recreation Superintendent position were interviewed by a panel of city employees on Tuesday, March 9<sup>th</sup>. Out of those, Ms. Allison Green was selected for hiring, and she accepted the offer. Allison began working on March 22<sup>nd</sup> and is very enthusiastic about the role she will play in the department. She will be working to introduce some new recreation programs over the coming weeks.

The two football fields were sprayed this month with glyphosate to eliminate annual bluegrass, and prodiamine to prevent weed infestation in the bermudagrass turf. The trailhead landscape beds were treated with Snapshot pre-emergent herbicide to help control weeds, and some shrub trimming was performed.

Park maintenance employees worked two days to grind stumps at the Police Department, City Hall, Hillcrest Cemetery, and the Municipal Park. A total of 32 stumps were ground between all locations. Park maintenance employees have also been cleaning out the fencerow on the west side of the football stadium.

The Youth Basketball season ended with their tournament on Saturday, March 6<sup>th</sup>. The champions for the 3<sup>rd</sup> & 4<sup>th</sup> Grade Girls and Boys both finished with perfect seasons. The results and pictures from this league along with our Church League Basketball were run in the March 30<sup>th</sup> edition of the Browser Connection.

Program evaluations for our Youth Basketball League were emailed out to about 125 coaches and parents on March 25<sup>th</sup>. We are still receiving feedback from these forms.

Co-ed Church Volleyball began its season on Tuesday, March 30<sup>th</sup>. There are eight teams in the league this year and play will continue into the first week of May.

An advertisement for new group fitness instructors will be run in April with the hopes of bringing more aerobics classes to the community. We currently have four Zumba classes during the week and would like to offer more of a variety to reach out to other residents.

Preparations for the Independence Day 5K began this month. The 5K will be on Saturday, July 3<sup>rd</sup>. Sponsorship letters for the race were mailed out March 30<sup>th</sup>. The entry fee is \$20 per person and \$55 for a family of four. Early bird registration will end Thursday, June 17<sup>th</sup>. The entry fee has been reduced by \$5 compared to last year in an effort to attract even more participants

Ideas for summer programs are also underway. Dates for these programs will be set in the upcoming weeks.

Senior Citizen Coordinator, Vicky Russell, will be taking 45+ Senior Citizens on a trip to Savannah, GA, Jekyll Island, and Beaufort on June 14-18<sup>th</sup>. This is a terrific turnout, and as a result Mrs. Russell and Linda Brooks will receive their fare and board for free.

### **Update on Department Goals and Objectives**

Park Renovation Update: The sewer line relocation from the front concession stand was performed by the Parks Department the week of March 8<sup>th</sup>. Nearly 1,400 feet of new pipe was installed. The timber frame structure for the scorer's tower was delivered to the site and assembly was started. It is now ready for application of the metal roof. Other work completed or underway includes the following:

Segmented walls are complete.

Concrete bleacher was poured at Field 7.

Aluminum bleachers are on site, and assembly has started.

Dugout lumber has arrived, with framing set to begin.

Electrical transformer service is set to begin following electrical panel installation.

The Director polled the members of the steering committee for the Municipal Park renovation project to obtain their final opinion of the arched backstops. The overwhelming majority decided that due to foreseeable design issues, the 30' vertical backstops would be preferred. A no-cost change order is being submitted for this alteration.

Steven Russell and Ashley Smith traveled March 1<sup>st</sup>-4<sup>th</sup> to attend Irrigation Technician training in St. Louis, MO. This training was performed by the Rain Bird Academy and was very valuable. The purpose of the training is to further advance our knowledge of irrigation systems and maintenance so that we can properly address any irrigation issues that arise on the City's athletic fields. This will be even more important once the new baseball and softball fields are completed. At that point, there will be 12 athletic fields with irrigation.

### **Department Highlight**

A young man named Ryan Welch requested to perform a service project for the City to earn his Eagle Scout award. He raised money to buy flowers and mulch for the Andrew Jackson and James K. Polk trailheads. He, along with fellow scouts and chaperones, cleaned the white fencing at these two trailheads as well. This is a very time consuming task, and they did a great job. Ryan donated \$182 of leftover donation money to the City when he completed the project!

### **Department Cost Savings Report**

The scorer's tower at the Municipal Park was drawn on the plans to have a water line roughed in but not connected. However, during the earthmoving phase a 1.25" water line was encountered coming under the roadway that was not known to exist. The Parks Dept connected to that line and extended it to the tower. Now we will have running water to wash down floors or to pressure wash the outside concrete. This was accomplished for less than \$100.

PARKS AND RECREATION DEPARTMENT  
February 2010

Division	Activity	Prior Years				Current Year			YTD
		Year End	Year End	Year End	Year End	Jan. - 10	Feb. - 10	Mar. 2010	
		FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009				
Maintenance									
	Mowing Hours	1176	1020	1044	1853	0	0	8	938
	Pounds of Grass Seed Sown	1990	4350	3670	5130	0	0	15	1895
	Pounds of Fertilizer Applied	11885	16795	6150	9200	50	0	0	4065
	Number of Trees/Shrubs Planted	22	69	57	259	0	0	0	6
Recreation									
	Number of Youth Program Participants	358	326	377	353	0	0	0	309
	Number of Adult Program Participants	409	291	857	2309	117	107	170	1030
	Number of Theatre Production Attendees	651	271	102	0	0	0	0	0
	Number of Special Event Attendees	2881	3453	2865	2989	0	0	0	2492
	Total Number of Special Events Offered	5	6	8	11	0	0	0	9
	Total Number of Programs Offered	16	13	23	46	2	2	2	21
	Youth Program Revenue	\$32,137.06	\$31,045.38	\$22,095.25	\$25,414.98	\$30.00	\$0.00	\$0.00	\$21,911.00
	Adult Program Revenue	\$19,080.40	\$14,713.00	\$15,246.25	\$19,337.35	\$367.00	\$320.75	\$2,683.50	\$8,651.00
	Theatre Production Revenue	\$3,005.00	\$1,195.00	\$485.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Special Event Revenue	\$1,492.15	\$7,557.50	\$6,476.00	\$4,993.25	\$0.00	\$0.00	\$0.00	\$2,505.00
Administration									
	Number of Shelter Reservations	114	115	112	139	0	0	2	84
	Hours of Shelter Reservations								
	Shelter Reservation Revenue	\$3,445.00	\$3,612.50	\$3,732.00	\$4,183.00	\$70.00	\$80.00	\$536.00	\$2,235.00
	Number of Facilities Reservations	242	257	305	256	14	7	10	96
	Hours of Facility Reservations								
	Facility Reservation Revenue	\$16,928.31	\$19,601.34	\$28,514.05	\$20,813.71	\$981.29	\$418.78	\$618.75	\$5,670.82
	Misc. Revenue	\$25,914.38	\$36,238.58	\$39,729.53	\$115,858.99	\$116.74	\$26,363.97	\$4,542.45	\$45,286.85
Senior Center									
	Senior Center Participants	1812	2619	3993	2326	180	199	350	1707
	Number of Trip Participants	418	274	366	293	29	12	33	224
	Number of Meals Participants	3757	3433	3430	3555	306	284	337	3007
	Number of Program Participants				1407	56	31	74	454
	Number of Trips Offered	48	45	43	31	3	2	3	25
	Number of Meals Served	49	50	48	48	4	4	5	37
	Number of Programs Offered	7	4	5	45	5	5	5	39

**Library Monthly Report**  
**March 2010**  
Rebecca Whipple, Director

**Summary of March Activities**

The AARP volunteer continued to provide tax assistance through March at the library. Library staff members frequently gave out information about additional locations that provide tax assistance, as all appointments at the library were full.

Using 4th quarter Federal funds released from the state through the Warioto Regional Library Center, the Library Director was able to order 51 new items for the library. The items ordered include 25 audiobooks and several large print titles for the visually impaired.

The Children's Librarian presented 11 storytimes, including a homeschool storytime, with a total of 223 participants. A special green storytime for St. Patrick's Day was held on March 17<sup>th</sup> which included a parade around the library made up of the preschool attendees.

The Library Board met on March 11 with the six current board members present as well as the Library Director, Regional Librarian, and a representative from the Friends of the Library. Items discussed included Library Legislative Day, an updated library brochure for new patrons, open meetings, the structure of the library board, and the formulation of a concrete plan to prepare for a new library facility.

Library staff members were busy cataloging items and preparing them for circulation with appropriate labels. During March, 285 items including books, audiobooks, movies, and music CDs were added to the collection. These items were a combination of titles purchased with State or Federal funding or donated items. Also included were items purchased by library supporters at Barnes and Noble during the Friends of the Library Book Fair, which was held March 11-14. In addition, 335 magazines were added to the collection.

Rebecca Whipple and Sherry Tackett attended the Middle Tennessee Summer Reading workshop in Brentwood on March 30. The workshop was focused on specific programming ideas for the Summer Reading program as well as ideas on marketing the programs. The Summer Reading program encourages children to continue reading throughout the summer. Students that read throughout the summer are more prepared when they return to school in the fall and in turn, teachers are able to spend less time reviewing material.

**Departmental Highlight**

An exciting policy change took place in March and required a significant amount of preparation by library staff. Magazines are now available for a two week check-out with a limit of 5 magazines per library card. Library staff members sorted through and organized hundreds of magazines. Staff members also created a new category in the library software program specifically for magazines and cataloged and added barcodes to a total of 335 magazines. Having the option to check-out magazines is frequently requested by patrons. The library strives to meet the evolving needs of the community and is glad to offer this new service.

**Department Cost Saving Report**

The library returned several Interlibrary loan books at the Middle TN Summer Reading Workshop instead of mailing the books, which resulted in a savings on postage for the month.

WHITE HOUSE INN LIBRARY & MUSEUM  
PERFORMANCE MEASURES

<u>Official Service Area Population:</u>	12,667	<u>Programs:</u>	<u>Sessions:</u>	<u>Attendance:</u>
<u>Memberships:</u>	10,326	Toddlers	5	105
<u>Percent of the Population with</u>		Preschool	5	110
<u>Membership:</u>	81.5	Teens	3	14
		Adult	1	11
		Totals:	14	240
<u>Total Materials Available for Checkout:</u>	24,850	<u>Wireless Internet Users:</u>	38	
<u>Estimated Value of Total Materials:</u>	\$621,250	<u>Computer Internet Users:</u>	995	
<u>Last Month:</u>	\$602,500	<u>Volunteers:</u>	6	
<u>Total Materials Available Per Capita:</u>	1.96	<u>Total Hours:</u>	43	
<u>Last Month:</u>	1.90			
<u>State Minimum Standard:</u>	2.00			
<u>Materials Added:</u>		<u>Services Provided by Contracting With State:</u>		
Adult Fiction:	83	<u>Interlibrary Loan Service:</u>		
Adult Non-Fiction:	29	Items Borrowed:	31	
Child/Juvenile/Young Adult Fiction:	73	Items Loaned:	6	
Juvenile/Young Adult Non-Fiction:	35	<u>TN Electronic Library (TEL) Sessions:</u>		
Audiobooks:	12	Inside Users:	10	
Movies:	42	Remote Users:	18	
Music CD:	11			
Total:	285	<u>R.E.A.D.S. (1<sup>st</sup> Qtr. Statistics):</u>		
		eBooks Downloaded:	28	
		Audiobooks Downloaded:	319	
		<u>R.E.A.D.S. (2<sup>nd</sup> Qtr. Statistics):</u>		
		eBooks Downloaded:	28	
		Audiobooks Downloaded:	331	
		<u>R.E.A.D.S. (3<sup>rd</sup> Qtr. Statistics):</u>		
		eBooks Downloaded:		
		Audiobooks Downloaded:		
		<u>R.E.A.D.S. (4<sup>th</sup> Qtr. Statistics):</u>		
		eBooks Downloaded:		
		Audiobooks Downloaded:		
<u>Library Circulation:</u>				
Total # of Checkouts:	5,673			
Last Month:	5,107			
Items Per Patron:	2.41			
State Minimum Standard:	2.5			
<u>New Memberships:</u>				
Adult	64			
Senior Adult:	3			
Trustee:	0			
Child:	5			
Student:	12			
Young Adult:	3			
Total:	87			

## Engineering Department Monthly Report March 2010

The Hwy 76 Sidewalk project is back on its wheels and we are working on final design layouts to remove R/W, easement, and radius issues. The ARRA Calista Road project bid this month with the low bidder, Civil Contractors, coming in about \$50,000 over funding. Engineering is looking at options for the project but will probably have to re-bid the project. For the ARRA Fiber Optic project, the various local utility providers have been told to "go ahead" with utility relocations along the Hwy 76 route in anticipation of installing the City's fiber optic cable.

### Performance Indicators:

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

#### ► Inspections:

	<u>This month</u> # inspections	<u>This month</u> last Year # inspections	<u>FY 09-10</u> YTD # inspections	<u>FY 08-09</u> Total # inspections
Erosion & Sediment Control	13	11	74	99
Detention / Retention Pond	6	7	42	77
Grading / Storm Drainage	5	1	52	60
Proof-roll (sub-grade & stone)	0	2	5	3
Binder	3	1	11	10
Sidewalks	2	5	34	67
Asphalt topping	0	1	11	7
Bond	7	5	55	88
Existing roads for repair	4	36	195	63
Surveying	0	1	11	16

	<u>This month</u>	<u>This month</u> last Year	<u>FY 09-10</u> YTD	<u>FY 08-09</u> Total
Total # hours on inspections:	34	55	311	519

#### ► Citizen Calls:

	<u>This month</u>			<u>This month</u> last Year # calls	<u>Total Calls</u>	
	<u>Calls</u>	<u>Resolved</u>	<u>Outstanding</u>		<u>FY09-10</u> YTD	<u>FY08-09</u> Last Year
Drainage	1	0	1	13	46	124
Sidewalk	0	0	0	0	2	10
Roadway	12	11	1	4	37	51
Signs & Signals	7	7	0	5	52	90

## Engineering Department Monthly Report March 2010

▶ Projects:	<u>Funding</u>	<u>Status</u>
Tyree / Palmers Intersection	\$ 220,000 / City, State	Right-of-way acquisition
Paving & Roadway Repair	\$ 200,000 / City	Paving complete
ARRA – Fiber Optics	\$ 960,000 / City, Fed	NTP with Construction
ARRA – Calista Road	\$ 514,812 / Federal	NTP with Construction
Hwy 76 Sidewalks	\$ 585,000 / State, Fed	Construction Plan review
LPRF Grant - Parks Renovation	\$1,726,289 / City, Fed	construction
Greenway Bank Stabilization	\$ 76,500 / City	complete (except final asphalt)

- ▶ Training seminars / conferences:
- HR Online Training – Accident Investigation
  - Sumner County Stormwater Group Meeting – Gallatin
  - BMA Retreat – Fire Hall #2
  - HR Online Training – Back Safety

## CITY COURT REPORT MARCH 2010

**CITATIONS:**

TOTAL MONIES COLLECTED FOR THE MONTH	\$10,898.50
<b>TOTAL MONIES COLLECTED YTD</b>	<b>\$105,877.35</b>

**STATE FINES:**

TOTAL MONIES COLLECTED FOR MONTH	\$2,996.36
<b>TOTAL MONIES COLLECTED YTD</b>	<b>\$20,837.93</b>

<b>TOTAL REVENUE FOR MONTH</b>	<b>\$13,894.86</b>
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<b>TOTAL REVENUE YTD</b>	<b>\$126,715.28</b>
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**DISBURSEMENTS**

LITIGATION TAX	\$384.54
DOS/DOH FINES & FEES	\$631.75
TBI FINES & FEES	\$0.00
RESTITUTION/REFUNDS	\$0.00
WORTHLESS CHECKS	\$0.00
ADM. FEE FOR STATE	\$0.00

<b>TOTAL DISBURSEMENTS FOR MONTH</b>	<b>\$1,016.29</b>
--------------------------------------	-------------------

<b>TOTAL DISBURSEMENTS YTD</b>	<b>\$9,040.58</b>
--------------------------------	-------------------

<b><u>ADJUSTED REVENUE FOR MONTH</u></b>	<b><u>\$12,878.57</u></b>
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<b><u>TOTAL ADJUSTED REVENUE YTD</u></b>	<b><u>\$117,674.70</u></b>
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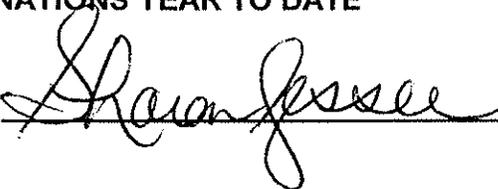
DONATION TO DRUG FUND FOR MONTH	\$722.43
TRANSFER TO DRUG FUND	\$0.00
	\$0.00

<b>DONATIONS YEAR TO DATE</b>	<b>\$8,556.55</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

  
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Summary Financial Statement  
MARCH 31, 2010

**DRAFT**

Fiscal Year Time Lapse: 75.00

110 GENERAL FUND

Account	Description	-----Year-To-Date-----			-----MARCH-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
	REVENUES						
31100	PROPERTY TAXES (SUMMER TO DISTRIBUTE)	0.00	40,042.58-	0.0	0.00	40,042.58-	0.0
31110	REAL & PERSONAL PROPERTY TAX (CURRENT)	1,395,867.00	1,457,904.66-	104.4	116,322.25	166,027.97	142.7
31120	PUBLIC UTILITIES PROPERTY TAX (CURRENT)	38,000.00	60,284.00-	158.6	3,166.67	60,284.00-	1903.7
31211	PROPERTY TAX DELINQUENT 1ST YEAR	27,000.00	52,929.63-	196.0	2,250.00	1,929.27-	85.7
31212	PROPERTY TAX DELINQUENT 2ND YEAR	6,000.00	8,441.92-	140.7	500.00	112.00-	22.4
31213	PROPERTY TAX DELINQUENT 3RD YEAR	700.00	1,233.00-	176.1	58.33	108.00-	185.2
31214	PROPERTY TAX DELINQUENT 4TH YEAR	2,000.00	0.00	0.0	166.67	0.00	0.0
31219	PROPERTY TAX DELINQUENT - OTHER PRIOR YE	30,000.00	0.00	0.0	2,500.00	0.00	0.0
31300	INT, PENALTY, AND COURT COST ON PROP TAX	20,000.00	10,121.04-	50.6	1,666.67	834.99-	50.1
31513	PAYMENT IN LIEU OF TAX -SEWER UTILITIES	81,665.00	57,958.00-	71.0	6,805.42	3,514.64-	51.6
31610	LOCAL SALES TAX - CO. TRUSTEE	1,750,000.00	1,434,003.55-	81.9	145,833.33	333,803.64-	228.9
31709	BEER AND LIQUOR LOCAL PRIV TAX	0.00	3,650.03-	0.0	0.00	600.00-	0.0
31710	WHOLESALE BEER TAX	190,000.00	149,964.54-	78.9	15,833.33	16,059.86-	101.4
31800	BUSINESS TAXES	98,000.00	57,486.96-	58.7	8,166.67	4,378.45-	53.6
31911	NATURAL GAS FRANCHISE TAX	153,000.00	132,647.66-	86.7	12,750.00	0.00	0.0
31912	CABLE TV FRANCHISE TAX	90,000.00	67,980.75-	75.5	7,500.00	0.00	0.0
31960	SPECIAL ASSESSMENT - LIENS	0.00	1,395.00-	0.0	0.00	0.00	0.0
31980	MIXED DRINK TAXES	0.00	3,937.45-	0.0	0.00	615.73-	0.0
32090	PEDDLER PERMIT	0.00	50.00-	0.0	0.00	0.00	0.0
32090	BEER AND LIQUOR LICENSE APPLICATION FEE	2,700.00	2,350.00-	87.0	225.00	800.00-	355.6
32209	BUILDING PERMITS	35,000.00	23,909.50-	68.3	2,916.67	4,768.00-	163.5
32690	OTHER PERMITS	100.00	0.00	0.0	8.33	0.00	0.0
32710	SIGN PERMITS	1,450.00	1,350.00-	93.1	120.83	100.00-	82.8
33100	FEDERAL GRANTS	497,160.00	4,745.50-	1.0	41,430.00	4,000.00-	9.7
33142	ARRA GRANT #1 - FIBER OPTIC INSTALLATION	660,000.00	0.00	0.0	55,000.00	0.00	0.0
33143	ARRA GRANT #2 - CALISTA ROAD PROJECT	514,000.00	55,407.66-	10.8	42,833.33	55,407.66-	129.4
33320	TVA PAYMENTS IN LIEU OF TAXES	71,000.00	54,403.06-	76.6	5,916.67	0.00	0.0
33400	STATE GRANTS	1,035,890.00	271,191.08-	26.2	86,324.17	227,227.40-	263.2
33410	STATE LAW ENFORCEMENT EDUCATION GRANT	10,800.00	0.00	0.0	900.00	0.00	0.0
33450	LOCAL GRANT-ROB.CO. SRO	35,500.00	17,750.00-	50.0	2,958.33	0.00	0.0
33510	STATE SALES TAX	640,000.00	473,156.22-	73.9	53,333.33	44,370.52-	83.2
33520	STATE INCOME TAX	26,000.00	15,623.00-	60.1	2,166.67	60.90-	2.8
33530	STATE BEER TAX	5,000.00	2,641.99-	52.8	416.67	0.00	0.0
33553	STATE GASOLINE INSPECTION FEE	21,000.00	15,929.99-	75.9	1,750.00	1,769.88-	101.1
33593	CORPORATE EXCISE TAX	25,000.00	15,328.35-	61.3	2,083.33	15,328.35-	735.8
33710	COUNTY GRANT - SENIOR NUTRITION	8,500.00	8,500.00-	100.0	708.33	0.00	0.0
34120	FEES AND COMMISSIONS	2,700.00	3,009.00-	111.4	225.00	775.00-	344.4
34740	PARKS AND REC LEAGUE FEES	45,000.00	39,221.50-	87.2	3,750.00	6,512.00-	173.7
34741	FIELD MAINTENANCE FEES	7,000.00	0.00	0.0	583.33	0.00	0.0
34760	LIBRARY FINES, FEES, AND OTHER CHARGES	7,500.00	5,949.53-	79.3	625.00	844.95-	135.2
34793	COMMUNITY CENTER FEES	36,000.00	11,777.82-	32.7	3,000.00	1,463.25-	48.8
34900	OTHER CHARGES FOR SERVICES	9,000.00	8,135.00-	90.4	750.00	935.50-	124.7
35110	CITY COURT FINES AND COSTS	176,000.00	118,682.24-	67.4	14,666.67	12,801.88-	87.3
36000	OTHER REVENUES	300.00	515.00-	171.7	25.00	65.00-	260.0
36100	INTEREST EARNINGS	6,500.00	13,327.11-	205.0	541.67	3,450.20-	637.0
		10,500.00	3,828.00-	36.5	875.00	0.00	0.0

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110 GENERAL FUND

Account	Description	Year-To-Date		MARCH			
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
<b>REVENUES</b>							
36210	RENT	16,000.00	12,274.26	76.7	1,333.33	2,741.12	205.6
36330	SALE OF EQUIPMENT	0.00	15,768.49	0.0	0.00	710.00	0.0
36350	INSURANCE RECOVERIES	0.00	16,219.07	0.0	0.00	1,271.47	0.0
36420	STADIUM RECEIPTS	8,300.00	7,216.50	86.9	691.67	0.00	0.0
36430	TAX REFUNDS (OVERPAYMENTS)	0.00	594.79	0.0	0.00	239.95	0.0
36450	PARKS CONCESSIONS	6,000.00	4,390.79	73.2	500.00	317.45	63.5
36700	CONTRI AND DONATION FROM PRIVATE SOURCES	0.00	2,398.91	0.0	0.00	1,000.00	0.0
36920	SALE OF BONDS	1,243,289.00	43,963.68	3.5	103,607.42	0.00	0.0
36960	OPERATING TRANSFER IN FROM OTHER FUNDS	150,000.00	0.00	0.0	12,500.00	0.00	0.0
Total REVENUES		9,195,421.00	4,809,588.81	52.3	766,285.09	682,735.77	89.1

**EXPENDITURES**

41000	GENERAL GOVERNMENT	611,584.00	218,917.17	35.8	50,965.34	11,154.31	21.9
41210	CITY COURT	75,316.00	53,069.78	70.5	6,276.33	3,658.16	58.3
41500	FINANCIAL ADMINISTRATION	321,429.00	226,769.90	70.6	26,785.77	2,323.87	8.7
41650	HUMAN RESOURCES	118,084.00	85,866.73	72.7	9,840.31	10,084.66	102.5
41670	ENGINEERING	709,035.00	217,587.17	30.7	59,086.25	5,832.06	9.9
41700	PLANNING AND ZONING	326,302.00	214,814.54	65.8	27,191.84	18,403.88	67.7
41800	GENERAL GOVERNMENT BUILDINGS	67,246.00	39,134.67	58.2	5,603.82	2,721.81	48.6
41921	SPECIAL EVENTS	3,200.00	2,971.17	92.8	266.67	0.00	0.0
42100	POLICE PATROL	928,817.00	623,219.90	67.1	77,401.40	53,782.38	69.5
42120	POLICE SPECIAL SERVICES	59,916.00	40,903.28	68.3	4,993.00	3,650.71	73.1
42150	POLICE ADMINISTRATION	283,023.00	190,468.57	67.3	23,585.24	15,769.66	66.9
42151	COMMUNICATIONS SERVICES	215,773.00	148,202.88	68.7	17,981.07	11,610.51	64.6
42200	FIRE PROTECTION AND CONTROL	877,546.00	693,905.83	79.1	73,128.86	47,388.48	64.8
42210	FIRE ADMINISTRATION AND INSPECTION	204,352.00	133,407.32	65.3	17,029.34	9,822.63	57.7
43000	PUBLIC WORKS	78,123.00	45,990.50	58.9	6,510.23	3,382.28	52.0
43100	HIGHWAYS AND STREETS	180,301.00	113,367.41	62.9	15,025.12	8,729.03	58.1
43170	CITY GARAGE	10,522.00	11,223.20	106.7	876.83	230.50	26.3
44310	SENIOR CITIZEN ACTIVITIES	69,698.00	73,137.16	104.9	5,808.17	4,916.92	84.7
44700	PARKS	236,059.00	145,470.28	61.6	19,671.57	9,514.30	48.4
44740	PARK MAINTENANCE	1,992,491.00	1,842,239.03	92.5	166,040.92	9,796.15	5.9
44800	LIBRARIES	146,375.00	104,618.84	71.5	12,197.93	7,056.28	57.8
44880	CHILDREN'S LIBRARY SERVICES	36,422.00	26,917.53	73.9	3,035.16	1,670.94	55.1
51000	MISC EXP	239,000.00	4,499.00	1.9	19,916.66	0.00	0.0
58802	ARRA GRANT #1 - FIBER OPTIC INSTALLATION	960,000.00	24,850.00	2.6	80,000.00	0.00	0.0
58803	ARRA GRANT #2 - CALISTA ROAD PROJECT	514,000.00	79,760.18	15.5	42,833.33	239.82	0.6
Total EXPENDITURES		9,264,614.00	5,352,314.04	57.8	772,051.16	236,611.96	30.6
Total GENERAL FUND		69,193.00	542,725.23	784.4	5,766.07	446,123.81	7737.1

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120 INDUSTRIAL DEVELOPMENT FUND

Account	Description	Year-To-Date		MARCH		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual				
REVENUES									
33800	LOCAL REVENUE ALLOCATIONS	45,000.00	22,046.39-	49.0	3,750.00	0.00	0.00	0.00	0.0
36100	INTEREST EARNINGS	250.00	59.28-	23.7	20.83	0.00	0.00	0.00	0.0
	Total REVENUES	45,250.00	22,105.67-	48.9	3,770.83	0.00	0.00	0.00	0.0
EXPENDITURES									
48000	ECONOMIC OPPORTUNITY	65,500.00-	46,220.53	70.6	5,458.33-	450.00	450.00	450.00	8.2
	Total EXPENDITURES	65,500.00-	46,220.53	70.6	5,458.33-	450.00	450.00	450.00	8.2
	Total INDUSTRIAL DEVELOPMENT FUND	20,250.00-	24,114.86	119.1	1,687.50-	450.00	450.00	450.00	26.7

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Fiscal Year Time Lapse: 75.00

121 STATE STREET AID FUND

Account	Description	-----Year-To-Date-----		-----MARCH-----			
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	Percent Of Avg	
REVENUES							
33551	STATE GASOLINE AND MOTOR FUEL TAX	248,000.00	177,897.68-	71.7	20,666.67	0.00	0.0
36100	INTEREST EARNINGS	500.00	64.20-	12.8	41.67	0.00	0.0
	Total REVENUES	248,500.00	177,961.88-	71.6	20,708.34	0.00	0.0
EXPENDITURES							
43100	HIGHWAYS AND STREETS	328,000.00-	278,437.66	84.9	27,333.34-	32.35	0.1
	Total EXPENDITURES	328,000.00-	278,437.66	84.9	27,333.34-	32.35	0.1
	Total STATE STREET AID FUND	79,500.00-	100,475.78	126.4	6,625.00-	32.35	0.5

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122 PARKS SALES TAX FUND

Account	Description	Year-To-Date		MARCH		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual	Budget Estimate	Actual				
REVENUES									
36100	INTEREST EARNINGS	6,000.00	1,070.43-	17.8	500.00	0.00	0.00	0.00	0.0
36425	PARKS SALES TAX RECEIPTS	155,000.00	56,352.98-	36.4	12,916.67	0.00	0.00	0.00	0.0
36700	CONTRI AND DONATION FROM PRIVATE SOURCES	20,000.00	20,520.00-	102.6	1,666.67	0.00	0.00	0.00	0.0
	Total REVENUES	181,000.00	77,943.41-	43.1	15,083.34	0.00	0.00	0.00	0.0
EXPENDITURES									
49000	DEBT SERVICE	336,293.00-	139,619.00	41.5	28,024.43-	0.00	0.00	0.00	0.0
	Total EXPENDITURES	336,293.00-	139,619.00	41.5	28,024.43-	0.00	0.00	0.00	0.0
	Total PARKS SALES TAX FUND	155,293.00-	61,675.59	39.7	12,941.09-	0.00	0.00	0.00	0.0

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123 SOLID WASTE FUND

Account	Description	Year-To-Date		MARCH		
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	Percent Of Avg
<b>REVENUES</b>						
34400	SANITATION - USER FEES	655,000.00	554,998.90	54,583.33	111,613.90	204.5
36000	OTHER REVENUES	150.00	0.00	12.50	0.00	0.0
36100	INTEREST EARNINGS	450.00	876.69	37.50	0.00	0.0
37794	SALE OF MATERIALS	8,500.00	4,119.08	708.33	786.20	111.0
	<b>Total REVENUES</b>	664,100.00	559,994.67	55,341.66	112,400.10	203.1
<b>EXPENDITURES</b>						
43200	SANITATION	580,860.00	374,611.62	48,404.99	24,446.38	50.5
49000	DEBT SERVICE	95,872.00	9,296.88	7,989.33	0.00	0.0
	<b>Total EXPENDITURES</b>	676,732.00	383,908.50	56,394.32	24,446.38	43.3
	<b>Total SOLID WASTE FUND</b>	12,632.00	176,086.17	1,052.66	87,953.72	8355.4

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124 IMPACT FEES

Account	Description	Year-To-Date		MARCH		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual	Budget	Estimate				
REVENUES									
33400	STATE GRANTS	90,000.00	0.00	0.0	7,500.00	0.0	0.00	0.0	0.0
36000	OTHER REVENUES	0.00	0.23-	0.0	0.00	0.0	0.00	0.00	0.0
36100	INTEREST EARNINGS	9,600.00	2,759.19-	28.7	800.00	0.0	0.00	0.00	0.0
36421	ROADS IMPACT FEES	23,000.00	14,426.40-	62.7	1,916.67	2,421.00-	2,421.00-	126.3	126.3
36422	PARKS IMPACT FEES	11,000.00	13,444.00-	122.2	916.67	2,074.00-	2,074.00-	226.3	226.3
36423	POLICE IMPACT FEES	11,000.00	11,698.80-	106.4	916.67	1,758.00-	1,758.00-	191.8	191.8
36424	FIRE IMPACT FEES	7,000.00	7,717.40-	110.2	583.33	1,160.00-	1,160.00-	198.9	198.9
Total REVENUES		151,600.00	50,046.02-	33.0	12,633.34	7,413.00-	7,413.00-	58.7	58.7
EXPENDITURES									
51010	ROADS IMPACT FEES	285,173.00-	27,758.16	9.7	23,764.41-	0.00	0.00	0.0	0.0
51020	PARKS IMPACT FEES	22,279.00-	22,402.34	100.6	1,856.58-	0.00	0.00	0.0	0.0
51030	POLICE IMPACT FEES	117,316.00-	32,661.56	27.8	9,776.33-	0.00	0.00	0.0	0.0
51040	FIRE IMPACT FEES	42,897.00-	5,061.11	11.8	3,574.75-	0.00	0.00	0.0	0.0
Total EXPENDITURES		467,665.00-	87,883.17	18.8	38,972.07-	0.00	0.00	0.0	0.0
Total IMPACT FEES		316,065.00-	37,837.15	12.0	26,338.73-	7,413.00-	7,413.00-	28.1	28.1

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140 POLICE DRUG FUND

Account	Description	Year-To-Date		MARCH		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
REVENUES						
31610	LOCAL SALES TAX - CO. TRUSTEE	1,200.00	75.00-	100.00	75.00-	75.0
33400	STATE GRANTS	11,048.00	0.00	920.67	0.00	0.0
35130	IMPOUNDMENT CHARGES	150.00	0.00	12.50	0.00	0.0
35140	DRUG RELATED FINES	26,000.00	7,005.21-	2,166.67	109.00-	5.0
36100	INTEREST EARNINGS	250.00	14.43-	20.83	0.00	0.0
36330	SALE OF EQUIPMENT	0.00	249.90-	0.00	0.00	0.0
Total REVENUES		38,648.00	7,344.54-	3,220.67	184.00-	5.7
EXPENDITURES						
42129	DRUG INVESTIGATION AND CONTROL	25,148.00-	8,570.60	2,095.68-	2,000.00	95.4
Total EXPENDITURES		25,148.00-	8,570.60	2,095.68-	2,000.00	95.4
Total POLICE DRUG FUND		13,500.00	1,226.06	1,124.99	1,816.00	161.4

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200 DEBT SERVICE FUND (GENERAL)

Account	Description	Year-To-Date		MARCH		Percent Of Budget	Actual	Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual			
REVENUES								
31110	REAL & PERSONAL PROPERTY TAX (CURRENT)	560,000.00	544,074.04	46,666.67	352,392.97	97.2	0.00	755.1
36100	INTEREST EARNINGS	2,800.00	43,916.24	233.33	0.00	1568.4	0.00	0.0
	Total REVENUES	562,800.00	587,990.28	46,900.00	352,392.97	104.5		751.4
EXPENDITURES								
49000	DEBT SERVICE	578,118.00	282,298.58	48,176.50	0.00	48.8	0.00	0.0
	Total EXPENDITURES	578,118.00	282,298.58	48,176.50	0.00	48.8	0.00	0.0
	Total DEBT SERVICE FUND (GENERAL)	15,318.00	305,691.70	1,276.50	352,392.97	1995.6		7606.2

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412 SEWER FUND

Account	Description	Year-To-Date		Percent Of Budget	MARCH		Percent Of Avg
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
REVENUES							
34900	BULK DISPOSAL FEE	300.00	875.00-	291.7	25.00	0.00	0.0
36000	OTHER REVENUES	5,250.00	25,529.85-	486.3	437.50	12,158.37-	2779.1
36100	INTEREST EARNINGS	13,500.00	2,485.47-	18.4	1,125.00	0.00	0.0
36920	SALE OF BONDS	1,000,000.00	0.00	0.0	83,333.33	0.00	0.0
37210	APPLICATION FEES & NONREFUNDABLE DEPOSIT	24,250.00	12,225.00-	50.4	2,020.83	1,700.00-	84.1
37220	ADMINISTRATIVE FEES	17,520.00	9,550.00-	54.5	1,460.00	500.00-	34.2
37230	SEWER USER FEES	2,046,521.00	1,636,394.18-	80.0	170,543.42	336,909.83-	197.6
37298	CAPACITY FEES	375,440.00	76,520.00-	20.4	31,286.67	4,500.00-	14.4
37499	COMMITMENT FEES	265,200.00	0.00	0.0	22,100.00	0.00	0.0
37995	CONNECTION FEES	33,600.00	5,100.00-	15.2	2,800.00	450.00-	16.1
Total REVENUES		3,781,581.00	1,768,679.50-	46.8	315,131.75	356,218.20-	113.0
EXPENDITURES							
49000	DEBT SERVICE	712,631.00-	538,609.69	75.6	59,385.92-	20,560.00	34.6
52117	ADMINISTRATION AND GENERAL EXPENSES	562,813.00-	260,276.09	46.2	46,901.08-	30,625.08	65.3
52210	COLLECTION	1,221,495.00-	627,950.07	51.4	101,791.28-	19,819.85	19.5
52213	SEWER TREATMENT AND DISPOSAL	343,486.00-	190,962.90	55.6	28,623.83-	8,610.35	30.1
52223	DEPRECIATION	563,251.00-	375,500.64	66.7	46,937.58-	0.00	0.0
58801	ARRA ASSISTANCE - COPE CROSSING PROJECT	1,000,000.00-	59,645.28	6.0	83,333.33-	0.00	0.0
Total EXPENDITURES		4,403,676.00-	2,052,944.67	46.6	366,973.02-	79,615.28	21.7
Total SEWER FUND		622,095.00-	284,265.17	45.7	51,841.27-	276,602.92-	533.6

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Fiscal Year Time Lapse: 75.00

416 HEALTHCARE FUND

Account	Description	Year-To-Date		MARCH		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth				
REVENUES									
36000	OTHER REVENUES	0.00	2,308.29-	0.0	0.00	0.0	1,650.19-	0.0	0.0
36100	INTEREST EARNINGS	150.00	94.39-	62.9	12.50	0.0	0.00	0.00	0.0
36350	INSURANCE RECOVERIES	0.00	137,137.49-	0.0	0.00	0.0	10,727.62-	0.0	0.0
36960	OPERATING TRANSFER IN FROM OTHER FUNDS	1,116,860.00	778,621.03-	69.7	93,071.67	81,261.32-	81,261.32-	87.3	87.3
Total REVENUES		1,117,010.00	918,161.20-	82.2	93,084.17	93,639.13-	93,639.13-	100.6	100.6
EXPENDITURES									
51520	INSURANCE EMPLOYERS SHARE	1,117,010.00-	694,035.41	62.1	93,084.16-	76,320.65	76,320.65	82.0	82.0
Total EXPENDITURES		1,117,010.00-	694,035.41	62.1	93,084.16-	76,320.65	76,320.65	82.0	82.0
Total HEALTHCARE FUND		0.00	224,125.79-	0.0	0.01	17,318.48-	17,318.48-	4800.0	4800.0

Summary Financial Statement  
MARCH 31, 2010

Fiscal Year Time Lapse: 75.00

433 HILLCREST CITY CEMETERY

Account	Description	Year-To-Date		Percent Of Budget	MARCH		Percent Of Avg
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
REVENUES							
34110	GENERAL SERVICES	300.00	125.00-	41.7	25.00	25.00-	100.0
34321	CEMETERY BURIAL CHARGES	300.00	300.00-	100.0	25.00	0.00	0.0
34323	GRAVE - OPENING AND CLOSING FEES	16,700.00	11,800.00-	70.7	1,391.67	1,200.00-	86.2
36100	INTEREST EARNINGS	1,700.00	230.47-	13.6	141.67	0.00	0.0
36330	SALE OF EQUIPMENT	0.00	249.75-	0.0	0.00	0.00	0.0
36340	SALE OF CEMETERY LOTS	7,800.00	11,250.00-	144.2	650.00	750.00-	115.4
Total REVENUES		26,800.00	23,955.22-	89.4	2,233.34	1,975.00-	88.4
EXPENDITURES							
43400	CEMETERIES	17,570.00-	12,197.30	69.4	1,464.16-	4,199.15	286.8
Total EXPENDITURES		17,570.00-	12,197.30	69.4	1,464.16-	4,199.15	286.8
Total HILLCREST CITY CEMETERY		9,230.00	11,757.92-	127.4	769.18	2,224.15	289.2

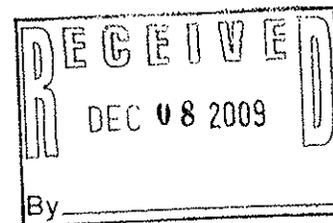
G/L Month: 03 MARCH  
Beginning Fund: 110 Beginning Function: ZZZZZ  
Ending Fund: 433 Ending Function: ZZZZZ

\* End of Report: CITY OF WHITE HOUSE \*



RESOLUTIONS....





STATE OF TENNESSEE  
**DEPARTMENT OF ENVIRONMENT AND CONSERVATION**  
State Revolving Fund Loan Program  
L&C Tower, 8<sup>th</sup> Floor  
401 Church Street  
Nashville, TN 37243

March 4, 2010

The Honorable John Decker, Mayor  
City of White House  
Wastewater Plant  
725 Industrial Drive,  
White House, TN 37188

RE: Loan Package  
City of White House (Robertson and Sumner Counties), Tennessee  
CWSRF 2010-256, New Pump Station and Collector at Copes Crossing to eliminate the  
Tyree Springs Lift Station

Dear Mayor Decker:

Enclosed for your review and signature is a completed Loan Package for the City of White House's Clean Water State Revolving Loan. Please sign and return the entire loan package to me at the above address. **Please do not retype these documents. Also for your convenience, the signature pages were tabbed.** Please refer to the enclosed Loan Application Guidance sheet for instructions on completing the loan package.

If you have any questions, please contact me at (615) 532-0501 or "Bagher.Sami@tn.gov".

Sincerely,

A handwritten signature in black ink, appearing to read "Bagher Sami".

Bagher Sami, Ph.D., Manager  
State Revolving Fund Loan Program Administrative Section

Enclosure: Loan Package

**STATE REVOLVING FUND LOAN PROGRAM**  
**Items to be Submitted for a Loan**

**Technical**

1. Planning Document (Please see the attached Suggested Outline for the Facilities Plan.)

**Administrative**

1. One **original letter** from the loan recipient's authorized representative **requesting a specified loan amount**, including a brief project description, and the projected construction start and end dates. (Please see the attached format for the **Letter of Request for a Loan\***.)
2. Loan Application Package

***PLEASE NOTE:** As a service to the loan recipient, the application package will be prepared by the SRF Loan Program's administrative staff and submitted to the loan applicant for signatures in designated places.*

- a. Three originals of the **Authorizing Resolution\*** approving the loan recipient's request for an SRF loan  
The Resolution must be approved and passed before the local government can complete the loan application process.
- b. Three originals of the **Application for Project Loan\*** signed by the loan recipient's authorized representative (dated on or after the date of the Authorizing Resolution)
- c. Three originals of the **Revolving Fund Loan Agreement\*** or **Amendment\*** (dated on or after the date of the Authorizing Resolution)

***PLEASE NOTE:** The following items must be prepared by the loan applicant and submitted with the loan application package.*

- d. One original of the **State Revolving Fund Loan Budget/Re-budget Form\*** signed by either the loan recipient's authorized representative or the consulting engineer
- e. Three originals of the **General Certificate\*** duly executed, witnessed, and sealed as required by Paragraph 9 of the Loan Agreement (dated on or after the adopted dates of the rate resolutions and the Authorizing Resolution)
- f. One original of the **Attorney\* Opinion Letter Form** as required by Paragraph 9 of the Loan Agreement (dated on or after the date on the Loan Agreement or Amendment)
- g. One original of the **Engineer\* Opinion Letter Form** (from a licensed, professional engineer or certified public accountant) as required by Paragraph 9 of the Loan Agreement (dated on or after the date on the Loan Agreement or Amendment) regarding the reasonableness of project costs, the sufficiency of user charges, and the estimated date of construction completion
3. One original of EPA's **Preaward Compliance Review Report\*** (Form 4700-4) signed by the loan recipient's authorized representative
4. Project schedule from the consulting engineer (Please see the attached **Project Schedule Format\***.)
5. One original of the **Representation of the Local Government as to Loans / State-Shared Taxes\*** signed by the loan recipient's authorized representative
6. One copy of the loan recipient's service agreement with the engineering firm

**Financial**

1. Audited financial statements for the most current three years and any projected financial information currently available.
2. Three originals of the existing, adopted user rate resolution or three originals of the proposed user rate resolution.

If user rates are increased in stages, a resolution must be adopted stating that the proposed rate increases are sufficient to repay the loan. The final stage of the user rate increases does not have to be implemented until the completion of the project.

## AUTHORIZING RESOLUTION 10-060

RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WASTEWATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.

WHEREAS, the City of White House is a public and governmental body in White House, Tennessee (the "Local Government"); and

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a wastewater facilities project, Department of Environment and Conservation Number **SRF 2010-256** (the "Project"), in and for the Local Government; and

WHEREAS, Tennessee Code Annotated, Section 68-221-1001 et. seq., provide for the lending of moneys in the wastewater facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for Project Loans; and

WHEREAS, the local Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

NOW, THEREFORE, be it resolved as follows:

**Section 1.** Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000) by the obtaining of a Project Loan.

**Section 2.** The execution and delivery of the Application for a Project Loan in the principal amount of THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000) for the purpose of funding all or a portion of the total estimated cost of the Project THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000), by John Decker, the Mayor of the Local Government, is hereby ratified and approved in all respects.

**Section 3.** The form, terms, and provisions of the agreement for the Project Loan among the Local Government, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), as presented at this meeting, are hereby approved.

**Section 4.** The Local Government hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

**Section 5.** The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

**Section 6.** The Local Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement. The Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the wastewater system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

**Section 7.** The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

**Section 8.** The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

**Section 9.** The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

**Section 10.** The Mayor of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

**Section 11.** All orders, resolutions, or ordinances in conflict with this resolution be and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

WITNESS:

\_\_\_\_\_  
(Affix Seal As Appropriate)

\_\_\_\_\_  
(Name and Title)

CHECK ONE

X CWSRF  
       DWSRF

**STATE REVOLVING FUND PROGRAM  
APPLICATION FOR PROJECT LOAN**

Tennessee Department of Environment and Conservation  
State Revolving Fund Loan Program  
8<sup>th</sup> Floor, L & C Tower  
Nashville, Tennessee 37243  
Telephone (615) 532-0445

**TO BE FILLED IN BY SRFLP OFFICE**

CWSRF 2010-25

Project Number

\$360,00

Loan Amount

20 Year

Term of Loan in Year

Bond Buyer Index Rate and Date

Loan Interest Rate

Loan Approval by Department (date)  
COMMISSIONER, DEPARTMENT OF  
ENVIRONMENT & CONSERVATION

City of White House  
LEGAL NAME OF APPLICANT

725 Industrial Drive  
Address

White House, TN 37188  
City / State and Zip Code

hereby makes application for a Project Loan to fund the following described activities or tasks concerning a facility (the "Project").

**Project Description:**.. The proposed project consists of the construction of approximately 700 linear feet (LF) of 12-inch diameter gravity sewer, approximately 1,800 LF of 10-inch diameter gravity sewer, approximately 2,500 LF of 8-inch diameter forcemain, approximately 16 manholes, and a new duplex sewer lift station at Copes Crossing to replace the existing Tyree Springs sewer lift station.

The entire scope of the Project is estimated to cost:	\$ 360,000
Amount of State Revolving Fund Loan Requested:	\$ 360,000
Requested Term of Loan (not to exceed 20 years):	20 years

**PROGRAM LOANS** THE TOTAL AMOUNT OF OUTSTANDING OR APPLIED FOR PROGRAM LOANS UNDER THE HEALTH LOAN PROGRAMS OF THE TENNESSEE LOCAL DEVELOPMENT AUTHORITY IS:

\$ -0-

**PROJECT LOANS** THE TOTAL AMOUNT OF OUTSTANDING OR APPLIED FOR PROJECT LOANS UNDER THE STATE REVOLVING LOAN FUND IS: (this application excluded)

\$ 3,777,945

STATE-SHARED TAXES PLEDGED TO PAYMENT OF OUTSTANDING OBLIGATIONS OF THE LOCAL GOVERNMENT UNIT IN ADDITION TO THE PROGRAM LOANS AND PROJECT LOANS LISTED ABOVE:

TYPE OF TAX*	AMOUNT PLEDGED
Sales	\$ _____
Gasoline	\$ _____
Beer	\$ _____
TVA Replacement	\$ _____
Mixed Drink	\$ _____
Alcoholic Beverage	\$ _____
Income Tax	\$ _____

**\*FOR U.D. NEED RECITAL OF ALL PRIOR LIENS**

John Decker, Mayor  
 \_\_\_\_\_  
 (Typed) Name and Title of Authorized Representative

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

(Revised June 98)

## REVOLVING FUND LOAN AGREEMENT

This Agreement is among the Tennessee Department of Environment and Conservation (the "Department"), the Tennessee Local Development Authority (the "Authority") and the City of White House (the "Local Government"), which is a Tennessee governmental entity authorized to own, operate, and manage wastewater facilities. The purpose of this agreement is to provide for the financing of all or a portion of a wastewater facility (the "Project") by the Local Government. The Local Government submitted an application for the financing dated \_\_\_\_\_ which is made by reference a part of this Agreement.

1. **DEFINITIONS.** Unless the context in this Agreement indicates another meaning, the following terms shall have the following meaning:
  - (a) "Administrative fee" means the fee to be collected by the Authority for administration of the loan in accordance with TCA Sections 68-221-1004(a) and 68-221-1204(a);
  - (b) "Agreement" means this agreement providing financing for the Project from the Fund;
  - (c) "Clean Water Act" means the Water Pollution Control Act of 1972, PL 92-500, 33 U.S.C. Sections 1251 et seq., as amended, and rules and regulations promulgated thereunder;
  - (d) "Facility" means either a wastewater facility or a water system;
  - (e) "Fund" means:
    - (1) For wastewater projects, the wastewater revolving loan fund created by the Tennessee Wastewater Facilities Act of 1987, TCA Sections 68-221-1001, et seq. and rules and regulations promulgated thereunder, or
    - (2) For water projects, the drinking water revolving loan fund created by the Drinking Water Revolving Loan Fund Act of 1997, TCA Sections 68-221-1201, et seq., and rules and regulations promulgated thereunder;
  - (f) "Local Government" means the governmental entity borrowing under this Agreement described in (1) TCA Section 68-221-1003(7)(A), as amended, if a wastewater facility and (2) TCA Section 68-221-1203(6), as amended, if a water system.
  - (g) "Program Loan" and "Loan Program Agreement" have the meanings established by TCA Section 4-31-102, as amended;
  - (h) "Project" means the activities or tasks concerning a facility described in the Application to be financed pursuant to this Agreement;
  - (i) "Project Cost" means the total amount of funds necessary to complete the Project;
  - (j) "Project Loan" means the moneys loaned from the fund to finance the Project and required to be repaid pursuant to this Agreement;
  - (k) "Safe Drinking Water Act" means the Safe Drinking Water Act, Title XVI of Public Health Service Act, 42 U.S.C. Sections 300f et seq., as amended, and rules and regulations promulgated thereunder;

- (l) "State" shall mean the State of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;
- (m) "State-Shared Taxes" has the meaning established by TCA Section 4-31-102, as amended; and
- (n) "Unobligated State-Shared Taxes" means the total amount of State-Shared Taxes received by the Local Government in the prior fiscal year of the State as shown by the latest completed audit for the State's fiscal year, after deducting the amount of such State-Shared Taxes applied to other indebtedness of the Local Government in such fiscal year.

2. PROJECT

- (a) Description. A description of the Project is contained in the Application.
- (b) Funding Sources. The Local Government estimates the Project Cost to be \$360,000 which is expected to be funded as follows:

(1) State Revolving Loan	\$360,000
(2) Local Funds	\$ -0-
(3) Other Funds	\$ -0-
TOTAL	\$360,000

3. LOAN

- (a) Loan and use of proceeds. The State shall lend to the Local Government from moneys available in the Fund an aggregate principal amount not to exceed **THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000)** (the "Project Loan") to bear interest as described in (b) below. The loan shall be used by the Local Government for completion of the Project described in the Application and in accordance with plans and specifications and special conditions, approved and required by the Department. Interest on the Project Loan will begin to accrue upon the first disbursement of the Project Loan pursuant to Section 3 hereof.
- (b) Interest rate. The rate of interest for this Project Loan is that rate established by the Authority at the meeting at which this loan is approved and stated on the payment schedule which is incorporated into this Agreement and attached hereto.
- (c) Administrative fee. The Authority shall collect a fee equal to 8 basis points of the total Project Loan, where one basis point is equal to one-hundredth of one percent ( 0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.
- (d) Payment schedule. The Local Government expressly agrees to make all payments of principal and interest in accordance with the Payment Schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the Payment Schedule shall not be deemed to be an amendment of this Agreement.

4. REPAYMENT OF PROJECT LOAN.

- (a) Payments. The Local Government promises to repay to the order of the State the Project Loan plus interest, payable in installments on the 20th day of each month in accordance with the Payment Schedule established by the Authority. The Payment Schedule will require payments of interest to begin after the first disbursement pursuant to Section 5 of this Agreement. The Payment Schedule will require repayments of principal to begin either (1) within ninety (90) days after the Project is completed, or, if the Project consists solely of planning, replanning, or design work, after the Project is complete; or (2) within one hundred twenty (120) days after ninety percent (90%) of the Project Loan has been disbursed, whichever event occurs earlier. Provided, however, the Authority may agree in the instance of a newly created water system to defer the commencement of principal repayment for no more than one year after the Project is completed.
- (b) Reduction. The Project Loan, and the required payments made pursuant to the Payment Schedule, shall be reduced to reflect:

(1) Funding not listed in Section 2(b) which subsequently becomes available, or

(2) The amount actually disbursed by the State to the Local Government pursuant to the Agreement as the Project Loan.

If any of the conditions set out above shall occur, a new Payment Schedule reflecting such changes shall be submitted to the Local Government to be attached to this Agreement, superseding any previous schedules.

- (c) Prepayment. The Local Government, at its option, may prepay all or any portion of the Project Loan.

5. DISBURSEMENT OF PROJECT LOAN. Each request by the Local Government for disbursement of the Project Loan shall constitute a certification by the Local Government that all representations made in this Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Local Government or its ability to complete the Project or to repay the Project Loan plus interest have occurred since the date of this Agreement unless specifically disclosed in writing by the Local Government in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the Department and the Authority.

After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project Loan during the progress of the Project. Each disbursement shall be by electronic funds transfer or such other form of payment as specified in the Payment Schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Local Government's request for disbursement. No more than 90% of the Project Loan shall be paid to the Local Government prior to the time the construction of the Project has been completed, the facilities constituting the Project are in the opinion of the Department in proper operation, and the Project has been approved by the Department; at that time the remaining 10% of the Project Loan may be paid to the Local Government. Provided, however, that if this Project Loan is for planning or replanning and design, payments may be made prior to the completion of construction of the Project for the full amount of costs associated with the planning or replanning and design.

6. AMENDMENT.

- (a) Increase in Project Loan. If the final Project Cost is greater than is estimated in Section 2(b), then the Project Loan may be increased by a subsequent agreement executed by the parties

hereto (the amount of such increase may be subject to a different interest rate) if the following conditions are fulfilled:

- (1) Amounts in the Fund are authorized and available for such increase;
- (2) The increased Project Loan otherwise meets the applicable statutory requirements and the regulations adopted thereunder; and
- (3) Such increase in this Project Loan does not result in any violation or breach of any contract, resolution or ordinance of the Local Government.

(b) Other Amendments and Modifications. Any other amendment or modification of this Agreement must first be approved by the Authority and must be in writing executed by the parties hereto.

7. REPRESENTATIONS AND COVENANTS OF LOCAL GOVERNMENT. The Local Government hereby represents, agrees and covenants with the State as follows:

- (a) To construct, operate and maintain the Project in accordance, and to comply, with all applicable federal and State statutes, rules, regulations, procedural guidelines, and grant conditions;
- (b) To comply with the Project schedule, plans and specifications, and any and all special conditions established and/or revised by the Department;
- (c) To commence operation of the Project on its completion; and not to contract with others for the operation and management of or to discontinue operation or dispose of the Project without the prior written approval of the Department and the Authority;
- (d) To provide for the Local Government's share of the cost of the Project;
- (e) To advise the Authority before pledging or encumbering its State Shared Taxes;
- (f) To comply with applicable federal requirements including the laws and executive orders listed on Exhibit A to this Agreement;
- (g) To advise the Department before applying for federal or other State assistance for the Project;
- (h) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit acceptable to the Comptroller of the Treasury of the financial records and transactions covering each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Local Government to have the annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare the audit at the expense of the Local Government;
- (i) To provide and maintain competent and adequate engineering supervision and inspection of the Project to insure that the construction conforms with the approved Plans and Specifications;
- (j) To abide by and honor any further guarantees or securities as may be required by the State which are not in conflict with State or federal law;

- (k) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;
- (l) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part.

8. SECURITY AND DEFAULT. As security for payments due under this Agreement, the Local Government pledges users fees and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due here under, as well as the other costs or operation and maintenance of the system, including depreciation. The Local Government covenants to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess.

The Local Government further pledges such other additional available sources of revenues as are necessary to meet the obligations of the Local Government under this Agreement.

As further security for this Project Loan, the Local Government pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Agreement. In the event the Local Government fails to remit the monthly payments as established in the Payment Schedule, the Authority shall deliver by certified mail a written notice of such failure to the Local Government within 5 days of such failure. In the event the Local Government shall fail to cure payment delinquency within 60 days of the receipt of such notice, the Authority shall so notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Local Government and the assignment of Unobligated State-Shared Taxes under this Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Local Government and pay only such sums necessary to liquidate the delinquency of the Local Government to the Authority for deposit into the fund. The Local Government acknowledges that it has no claim on State-Shared Taxes withheld as permitted under this Agreement.

9. CONDITIONS PRECEDENT. This Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority, if applicable, on or before the date of the first disbursement of the Project Loan; each document is to be dated or certified, as the case may be, on or before the date of the first disbursement of the Project Loan:

- (a) A general certificate of the Local Government certifying the resolution or ordinance authorizing the Local Government to enter into this Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;
- (b) An opinion of the Attorney or Special Counsel to the Local Government to the effect that:
  - (1) The Local Government has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Agreement;
  - (2) This Agreement is duly executed and constitutes a valid and binding contract of the Local Government, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;

- (3) This Agreement is not in conflict in any material way with any contracts or ordinances of the Local Government; and
  - (4) There is no litigation materially adversely affecting this Agreement or the financial condition of the Local Government.
  - (c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Local Government in Paragraph 7(l);
  - (d) An opinion of a licensed engineer as to the reasonableness of the project costs and as to the estimated completion date of the Project; and
  - (e) A representation of the Local Government as to loans and state shared taxes.
10. SEVERABILITY. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions or provisions hereof.
11. NOTICES. Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

To Department: Tennessee Department of Environment and Conservation  
 401 Church Street, 8th Floor  
 Nashville, TN 37243  
 ATTN: State Revolving Fund Loan Program

To Authority: Tennessee Local Development Authority  
 Suite 1600, James K. Polk Building  
 Nashville, TN 37243-0273  
 ATTN: Assistant Secretary

To Local Government: City of White House  
 ATTN: John Decker, Mayor  
 725 Industrial Drive  
 White House, TN 37188

12. SECTION HEADINGS. Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Agreement.

13. EFFECTIVE DATE. The effective date of this Agreement shall be the date on which the Authority approves this Agreement as indicated below.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

**LOCAL GOVERNMENT**

NAME: White House  
(City)

BY: \_\_\_\_\_  
**John Decker, Mayor**

DATE: \_\_\_\_\_

**TENNESSEE LOCAL DEVELOPMENT  
AUTHORITY**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

MEETING APPROVAL DATE: \_\_\_\_\_

INTEREST RATE: \_\_\_\_\_

**APPROVED AS TO FUNDING:**

**COMMISSIONER, DEPARTMENT OF  
ENVIRONMENT AND CONSERVATION**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**COMMISSIONER OF FINANCE AND  
ADMINISTRATION**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**Project Description:..** The proposed project consists of the construction of approximately 700 linear feet (LF) of 12-inch diameter gravity sewer, approximately 1,800 LF of 10-inch diameter gravity sewer, approximately 2,500 LF of 8-inch diameter forcemain, approximately 16 manholes, and a new duplex sewer lift station at Copes Crossing to replace the existing Tyree Springs sewer lift station.

The entire scope of the Project is estimated to cost:	\$ 360,000
Amount of State Revolving Fund Loan Requested:	\$ 360,000
Requested Term of Loan (not to exceed 20 years):	20 years

**PROGRAM LOANS** THE TOTAL AMOUNT OF OUTSTANDING OR APPLIED FOR PROGRAM LOANS UNDER THE HEALTH LOAN PROGRAMS OF THE TENNESSEE LOCAL DEVELOPMENT AUTHORITY IS:

\$ -0-

**PROJECT LOANS** THE TOTAL AMOUNT OF OUTSTANDING OR APPLIED FOR PROJECT LOANS UNDER THE STATE REVOLVING LOAN FUND IS: (this application excluded)

\$ 3,777,945

STATE-SHARED TAXES PLEDGED TO PAYMENT OF OUTSTANDING OBLIGATIONS OF THE LOCAL GOVERNMENT UNIT IN ADDITION TO THE PROGRAM LOANS AND PROJECT LOANS LISTED ABOVE:

TYPE OF TAX*	AMOUNT PLEDGED
Sales	\$ _____
Gasoline	\$ _____
Beer	\$ _____
TVA Replacement	\$ _____
Mixed Drink	\$ _____
Alcoholic Beverage	\$ _____
Income Tax	\$ _____

**\*FOR U.D. NEED RECITAL OF ALL PRIOR LIENS**

John Decker, Mayor

(Typed) Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(Revised June 98)

- (l) "State" shall mean the State of Tennessee acting through the Department and the Authority jointly or separately, as the context requires;
- (m) "State-Shared Taxes" has the meaning established by TCA Section 4-31-102, as amended; and
- (n) "Unobligated State-Shared Taxes" means the total amount of State-Shared Taxes received by the Local Government in the prior fiscal year of the State as shown by the latest completed audit for the State's fiscal year, after deducting the amount of such State-Shared Taxes applied to other indebtedness of the Local Government in such fiscal year.

2. PROJECT

- (a) Description. A description of the Project is contained in the Application.
- (b) Funding Sources. The Local Government estimates the Project Cost to be \$360,000 which is expected to be funded as follows:

(1) State Revolving Loan	\$360,000
(2) Local Funds	\$ -0-
(3) Other Funds	\$ -0-
TOTAL	\$360,000

3. LOAN

- (a) Loan and use of proceeds. The State shall lend to the Local Government from money available in the Fund an aggregate principal amount not to exceed **THREE HUNDRE SIXTY THOUSAND DOLLARS (\$360,000)** (the "Project Loan") to bear interest described in (b) below. The loan shall be used by the Local Government for completion of the Project described in the Application and in accordance with plans and specifications and special conditions, approved and required by the Department. Interest on the Project Loan will begin to accrue upon the first disbursement of the Project Loan pursuant to Section hereof.
- (b) Interest rate. The rate of interest for this Project Loan is that rate established by the Authority at the meeting at which this loan is approved and stated on the payment schedule which is incorporated into this Agreement and attached hereto.
- (c) Administrative fee. The Authority shall collect a fee equal to 8 basis points of the total Project Loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount stated on the payment schedule.
- (d) Payment schedule. The Local Government expressly agrees to make all payments of principal and interest in accordance with the Payment Schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the Payment Schedule shall not be deemed to be an amendment of this Agreement.

4. REPAYMENT OF PROJECT LOAN.

(a) Payments. The Local Government promises to repay to the order of the State the Project Loan plus interest, payable in installments on the 20th day of each month in accordance with the Payment Schedule established by the Authority. The Payment Schedule will require payments of interest to begin after the first disbursement pursuant to Section 5 of this Agreement. The Payment Schedule will require repayments of principal to begin either (1) within ninety (90) days after the Project is completed, or, if the Project consists solely of planning, replanning, or design work, after the Project is complete; or (2) within one hundred twenty (120) days after ninety percent (90%) of the Project Loan has been disbursed, whichever event occurs earlier. Provided, however, the Authority may agree in the instance of a newly created water system to defer the commencement of principal repayment for not more than one year after the Project is completed.

(b) Reduction. The Project Loan, and the required payments made pursuant to the Payment Schedule, shall be reduced to reflect:

(1) Funding not listed in Section 2(b) which subsequently becomes available, or

(2) The amount actually disbursed by the State to the Local Government pursuant to this Agreement as the Project Loan.

If any of the conditions set out above shall occur, a new Payment Schedule reflecting such changes shall be submitted to the Local Government to be attached to this Agreement superseding any previous schedules.

(c) Prepayment. The Local Government, at its option, may prepay all or any portion of the Project Loan.

5. DISBURSEMENT OF PROJECT LOAN. Each request by the Local Government for disbursement of the Project Loan shall constitute a certification by the Local Government that representations made in this Agreement remain true as of the date of the request and that adverse developments affecting the financial condition of the Local Government or its ability to complete the Project or to repay the Project Loan plus interest have occurred since the date of this Agreement unless specifically disclosed in writing by the Local Government in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the Department and the Authority.

After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project Loan during the progress of the Project. Each disbursement shall be by electronic funds transfer or such other form of payment as specified in the Payment Schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Local Government's request for disbursement. No more than 90% of the Project Loan shall be paid to the Local Government prior to the time the construction of the Project has been completed. The facilities constituting the Project are in the opinion of the Department in proper operation, and the Project has been approved by the Department; at that time the remaining 10% of the Project Loan may be paid to the Local Government. Provided, however, that if this Project Loan is for planning or replanning and design, payments may be made prior to the completion of construction of the Project for the full amount of costs associated with the planning or replanning and design.

6. AMENDMENT.

(a) Increase in Project Loan. If the final Project Cost is greater than is estimated in Section 2(c), then the Project Loan may be increased by a subsequent agreement executed by the parties.

hereto (the amount of such increase may be subject to a different interest rate) if the following conditions are fulfilled:

- (1) Amounts in the Fund are authorized and available for such increase;
  - (2) The increased Project Loan otherwise meets the applicable statutory requirements and the regulations adopted thereunder; and
  - (3) Such increase in this Project Loan does not result in any violation or breach of any contract, resolution or ordinance of the Local Government.
- (b) Other Amendments and Modifications. Any other amendment or modification of this Agreement must first be approved by the Authority and must be in writing executed by the parties hereto.

7. REPRESENTATIONS AND COVENANTS OF LOCAL GOVERNMENT. The Local Government hereby represents, agrees and covenants with the State as follows:

- (a) To construct, operate and maintain the Project in accordance, and to comply, with all applicable federal and State statutes, rules, regulations, procedural guidelines, and grant conditions;
- (b) To comply with the Project schedule, plans and specifications, and any and all special conditions established and/or revised by the Department;
- (c) To commence operation of the Project on its completion; and not to contract with others for the operation and management of or to discontinue operation or dispose of the Project without the prior written approval of the Department and the Authority;
- (d) To provide for the Local Government's share of the cost of the Project;
- (e) To advise the Authority before pledging or encumbering its State Shared Taxes;
- (f) To comply with applicable federal requirements including the laws and executive orders listed on Exhibit A to this Agreement;
- (g) To advise the Department before applying for federal or other State assistance for the Project;
- (h) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit acceptable to the Comptroller of the Treasury of the financial records and transactions covering each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Local Government to have the annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare the audit at the expense of the Local Government;
- (i) To provide and maintain competent and adequate engineering supervision and inspection of the Project to insure that the construction conforms with the approved Plans and Specifications;
- (j) To abide by and honor any further guarantees or securities as may be required by the State which are not in conflict with State or federal law;

- (k) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;
  - (l) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part.
8. SECURITY AND DEFAULT. As security for payments due under this Agreement, the Local Government pledges users fees and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due here under, as well as the other costs of operation and maintenance of the system, including depreciation. The Local Government covenants to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess.

The Local Government further pledges such other additional available sources of revenues as a necessary to meet the obligations of the Local Government under this Agreement.

As further security for this Project Loan, the Local Government pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Agreement. In the event the Local Government fails to remit the monthly payments as established in the Payment Schedule, the Authority shall deliver by certified mail a written notice of such failure to the Local Government within 5 days of such failure. In the event the Local Government shall fail to cure payment delinquency within 60 days of the receipt of such notice, the Authority shall so notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Local Government and the assignment of Unobligated State-Shared Taxes under this Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Local Government and pay only such sum necessary to liquidate the delinquency of the Local Government to the Authority for deposit in the fund. The Local Government acknowledges that it has no claim on State-Shared Tax withheld as permitted under this Agreement.

9. CONDITIONS PRECEDENT. This Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority, if applicable, on or before the date of the first disbursement of the Project Loan; each document is to be dated and certified, as the case may be, on or before the date of the first disbursement of the Project Loan:
- (a) A general certificate of the Local Government certifying the resolution or ordinance authorizing the Local Government to enter into this Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;
  - (b) An opinion of the Attorney or Special Counsel to the Local Government to the effect that:
    - (1) The Local Government has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Agreement;
    - (2) This Agreement is duly executed and constitutes a valid and binding contract of the Local Government, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;

- (3) This Agreement is not in conflict in any material way with any contracts or ordinances of the Local Government; and
  - (4) There is no litigation materially adversely affecting this Agreement or the financial condition of the Local Government.
- (c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Local Government in Paragraph 7(l);
  - (d) An opinion of a licensed engineer as to the reasonableness of the project costs and as to the estimated completion date of the Project; and
  - (e) A representation of the Local Government as to loans and state shared taxes.
10. SEVERABILITY. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions or provisions hereof.
11. NOTICES. Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

To Department: Tennessee Department of Environment and Conservation  
 401 Church Street, 8th Floor  
 Nashville, TN 37243  
 ATTN: State Revolving Fund Loan Program

To Authority: Tennessee Local Development Authority  
 Suite 1600, James K. Polk Building  
 Nashville, TN 37243-0273  
 ATTN: Assistant Secretary

To Local Government: City of White House  
 ATTN: John Decker, Mayor  
 725 Industrial Drive  
 White House, TN 37188

12. SECTION HEADINGS. Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Agreement.

13. EFFECTIVE DATE. The effective date of this Agreement shall be the date on which the Authority approves this Agreement as indicated below.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

**LOCAL GOVERNMENT**

NAME: White House  
(City)

BY: \_\_\_\_\_  
**John Decker, Mayor**

DATE: \_\_\_\_\_

**TENNESSEE LOCAL DEVELOPMENT AUTHORITY**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

MEETING APPROVAL DATE: \_\_\_\_\_

INTEREST RATE: \_\_\_\_\_

**APPROVED AS TO FUNDING:**

**COMMISSIONER, DEPARTMENT OF ENVIRONMENT AND CONSERVATION**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**COMMISSIONER OF FINANCE AND ADMINISTRATION**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

# SPECIAL CONDITIONS

## CITY OF WHITE HOUSE

SRF # 2010-256

The Local Government hereby agrees to comply with the Special Conditions attached to, and made a part of, this Loan Agreement.

1. The following project schedule is established:
  - a. Submit complete plans and specifications on or before
  - b. Receive bids on or before
  - c. Start construction on or before
  - d. Complete construction on or before
  - e. Initiate operation on or before
  - f. Complete start up services on or before
2. No date reflected in the loan agreement, or in the project completion schedule, or extension of any such date, shall modify any compliance date established in an NPDES Permit. It is the borrower's obligation to request any required modification of applicable permit terms or other enforcement requirements.
3. In accordance with federal Executive Order 11625 dated October 13, 1971, and Executive Order 12138 dated May 18, 1979, the local government must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBE) in subagreement awards. The Minority Business Enterprises (MBE) fair share goal is 2.6% for construction and 5.2% for supplies, services and equipment. The Women's Business Enterprises (WBE) fair share goal is 2.6% for construction and 5.2% for supplies, services and equipment.

The following steps must be utilized in soliciting participation:

- a. Include qualified small, Disadvantaged Business Enterprises (DBE) on solicitation lists.
- b. Assure that small, Disadvantaged Business Enterprises (DBE) are solicited.
- c. Divide total project requirement, when economically feasible, into small tasks or quantities to permit maximum participation of small, Disadvantaged Business Enterprises (DBE).
- d. Establish delivery schedules, where requirements of the work permit, which will encourage participation by small, Disadvantaged Business Enterprises (DBE).
- e. Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce, as appropriate.
- f. Require construction contractors to solicit Disadvantaged Business Enterprises (DBE) participation utilizing above steps a. through e.



## LIST OF CLOSING DOCUMENTS RELATED TO LOAN AGREEMENT

Copy of the Local Government's Application for Project Loan

Payment Schedule

General Certificate with copies of ordinances/resolution approving Loan Agreement and Rate Structure

Opinion as to Sufficiency of Rates, Fees and Charges

Opinion as to Cost and Completion

Representation as to Loans and State Shared Taxes

Legal Opinion of Counsel to Local Government

Special Conditions

## EXHIBIT A

### FEDERAL LAWS AND EXECUTIVE ORDERS

#### ENVIRONMENTAL:

Archaeological and Historic Preservation Act of 1974, PL 86-523, as amended.

Clean Air Act, PL 84-159, as amended.

Endangered Species Act PL 93-205, as amended.

Environmental Justice, Executive Order 12898.

Executive Order 11988, Floodplain Management as amended by E.O. 12148.

Protection of Wetlands Executive Order 11990.

Farmland Protection Policy Act, PL 97-98.

Fish and Wildlife Coordination Act, PL 85-624, as amended.

National Historic Preservation Act of 1966, PL 89-665, as amended.

Safe Drinking Water Act, PL 93-523, as amended.

Water Pollution Control Act of 1972, PL 92-500, as amended.

Wild and Scenic Rivers Act, PL 90-542, as amended.

#### ECONOMIC AND MISCELLANEOUS AUTHORITIES

Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754 as amended, Executive Order 12372.

Procurement Prohibitions under Section 306 of Clean Air Act and Section 508 of Clean Air Act, including Executive Order 11738, Administration of Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants and Loans.

Uniform Relocation and Real Property Acquisition Policies Act, PL 91-646, as amended. Debarment and Suspension, Executive Order 12549.

## **SOCIAL POLICY AUTHORITIES**

Age Discrimination Act, PL 94-135.

Title VI of Civil Rights Act of 1964, PL 88-352 and related anti-discrimination statues applied to all of the operations of the SRF Program.

Section 13 of PL 92-500; Federal Water Pollution Control Act Amendments of 1972, PL 92-500 (the Clean Water Act).

Section 504 of the Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250).

Equal Employment Opportunity, Executive Order 11246.

Women's and Minority Business Administration Reauthorization and Amendment Act of 1988, Executive Orders 11625, 12138, and 12432.

Section 129 of Small Business Administration Reauthorization and Amendment Act of 1988, PL 100-590.



STATE REVOLVING FUND LOAN  
BUDGET/RE-BUDGET FORM  
PROJECT # CWSRF 2010-256

CHECK ONE:  Clean Water  
 Drinking Water

LEGAL NAME OF APPLICANT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

CLASSIFICATIONS OF COSTS	(1)	(2)*	(3)**=(1)+(2)*	(4)	(5)	(6)	(7)	(8)=(1)+(4)+(7) OR, IF RE-BUDGET, (8)=(3)+(6)+(7)
	CURRENT SRF BUDGET (\$)	SRF ADJUSTMENT* (\$)	REVISED SRF BUDGET* (\$)	LOCAL SHARE (\$)	LOCAL SHARE ADJUSTMENT* (\$)	REVISED LOCAL SHARE* (\$)	OTHER FUNDS (\$)	CURRENT TOTAL PROJECT COSTS (\$)
(a) Administrative & Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(b) Land Costs, Appraisals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(c) Planning Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(d) Design Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(e) Engineering Basic Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(f) Other Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(g) Project Inspection Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h) Construction and Project Improvement Costs								
(h1)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h2)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h3)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h5)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h7)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h8)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(i) Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(j) Miscellaneous Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(k) Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

ENGINEER'S OR AUTHORIZED REPRESENTATIVE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\*Applicable only to budget revisions.  
\*\*Only forms submitted with original signatures will be processed.  
NOTE: Additional columns may be added, if necessary, to accommodate additional funding agencies.  
Form Revised 8-2002

## GENERAL CERTIFICATE

The undersigned, John Decker, the Mayor of the City of White House, Tennessee ("Local Government"), **DOES HEREBY CERTIFY** as follows:

1. The Local Government is a validly created and duly organized and existing subdivision of the State of Tennessee.
2. The resolution or ordinance of the Local Government duly adopted on \_\_\_\_\_(date), a copy of which is attached, authorizing the undersigned to execute in the name and behalf of the Local Government all documents in connection with the Project Loan with the State of Tennessee to finance a project under the Wastewater Facilities Act of 1987 ("Project") has not been amended, modified, supplemented or rescinded since its date of adoption.
3. The resolution or ordinance of the Local Government duly adopted on \_\_\_\_\_(date), a copy of which is attached, establishing the rate and fee structure for the wastewater system of which the Project is a part has not been amended, modified, supplemented or rescinded since its date of adoption.
4. The Local Government is aware that each request for disbursement submitted pursuant to Section 5 of the Project Loan Agreement constitutes a reaffirmation by the Local Government as to the continuing truth and completeness of the statements and representations contained in the Project Loan Agreement.

**IN WITNESS OF THE CERTIFICATE**, the undersigned has executed this certificate and affixed the seal, if any, of the Local Government on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

S-E-A-L

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

ATTEST:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title or Office



LAW OFFICES OF  
**DAVID M. AMONETTE**  
ATTORNEY AT LAW

**PORTLAND**

100 MAIN STREET, SUITE 104  
POST OFFICE BOX 366  
PORTLAND, TN 37148-0366  
TELEPHONE: (615) 325-1806  
FAX NO: (615) 325-1807

**GALLATIN**

554 WEST MAIN STREET  
GALLATIN, TN 37066  
TELEPHONE: (615) 452-5537  
FAX NO: (615) 452-5592

Date: April 15, 2010

Tennessee Local Development Authority and  
Tennessee Department of Environment and Conservation  
c/o State Revolving Fund Loan Program  
L & C Tower, 8<sup>th</sup> Floor  
401 Church Street  
Nashville, TN 37243

RE: City of White House  
Loan # CWSRF 2010-256

Dear Madam/Sir:

I am the City Attorney for the City of White House, Tennessee and I have reviewed the Revolving Fund Loan Agreement for the above referenced project (the "Agreement") in the amount of \$1,000,000. Pursuant to provisions of Paragraph 9 of the Loan Agreement, you have requested that the City of White House furnish you with my opinion as to certain matters. It is my opinion that:

1. The City of White House, Tennessee, a municipality, has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of the Agreement;
2. The Agreement is duly executed and constitutes a valid and binding contract to the City of White House, Tennessee, a municipality, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;
3. The Agreement is not in conflict in any material way with any contracts or ordinances of the City of White House, Tennessee, a municipality and
4. There is no litigation materially adversely affecting the Agreement or the financial condition of the City of White House, Tennessee, a municipality.

Sincerely,

David M. Amonette  
City Attorney

( [REDACTED] )

Date ( [REDACTED] )

Tennessee Local Development Authority and  
Tennessee Department of Environment and Conservation  
C/o State Revolving Fund Loan Program  
L & C Tower, 8<sup>th</sup> Floor  
401 Church Street  
Nashville, TN 37243

RE: City of White House  
Loan # CWSRF 2010-256

Dear Madam/Sir:

We are the consulting engineers for the City of White House, Tennessee. Pursuant to Paragraph 9 of the Revolving Fund Loan Agreement in the amount of \$360,000 to finance the above referenced project, you have requested that the City of White House furnish you with our opinion as to certain matters. We are of the opinion:

1. The user charges implemented by the City are sufficient based on a Rate Study dated \_\_\_\_\_ to meet costs of operation and maintenance including depreciation and all debt service of the system; and
2. The estimated project costs are reasonable; and
3. The estimated completion date of the Project will be \_\_\_\_\_.

Sincerely,

Name, Title  
Firm

United States Environmental Protection Agency  
Washington, DC 20460

**Preward Compliance Review Report for  
All Applicants and Recipients Requesting EPA Financial Assistance**

**Note: Read instructions on other side before completing form.**

I. Applicant/Recipient (Name, Address, State, Zip Code).  
The City of White House, 725 Industrial Drive, White House TN 37188

EPA Project No.  
CWSRF 2010-25

II. Is the applicant currently receiving EPA assistance? (See \* instructions on reverse side)

III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)

V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(2))

VI.\* Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95)  Yes  No  
a. Do the methods of notice accommodate those with impaired vision or hearing?  Yes  No  
b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications?  Yes  No  
c. Does the notice identify a designated civil rights coordinator?  Yes  No

VII.\* Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a))

VIII.\* Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)

IX.\* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.

X\* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures.

XI. Will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities?  Yes. If no, explain how a regulatory exception (40 C.F.R. § 7.70) applies.  No

**For the Applicant/Recipient**

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official

B. Title of Authorized Official

C. Date

**For the U.S. Environmental Protection Agency**

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized EPA Official

B. Title of Authorized EPA Official

C. Date

**Instructions for EPA FORM 4700-4 (Rev. 03/2008)**

**General**

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution.

40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972.

40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

**Items**

"Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed.

"Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

\* For applicants who are not current recipients of EPA assistance, questions VI - X are for informational purposes only, and will not affect applicant grant status. However, if an applicant is currently receiving EPA assistance, questions VI - X must be answered. (40 C.F.R. Parts 5 and 7).

**"Burden Disclosure Statement"**

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to U.S. EPA, Attn: Collection Strategies Division (MC 2822T), Office of Information Collection, 1200 Pennsylvania Ave., NW, Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes and regulations.

## **SAMPLE PROJECT SCHEDULE**

- a. Submit complete plans and specifications on or before **mm/dd/yyyy**.
- b. Receive bids on or before **mm/dd/yyyy**.
- c. Start construction on or before **mm/dd/yyyy**.
- d. Complete construction on or before **mm/dd/yyyy**.
- e. Initiate operation on or before **mm/dd/yyyy**.
- f. Complete start up services on or before **mm/dd/yyyy**.

## REPRESENTATION OF THE LOCAL GOVERNMENT AS TO LOANS AND STATE-SHARED TAXES

The Local Government hereby represents that:

- (1) The total amount of State-Shared Taxes received by the Local Government in the prior fiscal year of the State is \$\_\_\_\_\_.
- (2) (a) The prior loans which have been funded for which the Local Government has pledged its State-Shared Taxes are as follows:

Loan Type	Loan #	Original \$/Amt	Max: Annual Debt Service
SRF/Sewer			
SRF/Water			
URLP			
TLDA/Health Loan			
GO/Health Loan			

- (b) The maximum aggregate annual debt service is \$\_\_\_\_\_.

- (3) (a) The loans which have been applied for or have been approved with funding not yet provided, for which the Local Government has pledged its State-Shared Taxes are as follows:

Loan Type	Anticipated Interest Rate	Original \$/Amt	Anticipated Max. Annual Debt Service
SRF/Sewer			
SRF/Water			
URLP			
TLDA/Health Loan			
GO/Health Loan			

- (b) The anticipated maximum aggregate annual debt service is \$\_\_\_\_\_.

- (4) (a) State-Shared Taxes have been pledged by the Local Government to secure other obligations describe below:

Type of Obligation	Identifying #	Original \$/Amt	Max. Annual Pledge of State-Shared Taxes

- (b) The anticipated maximum aggregate annual pledge of State-Shared Taxes pursuant of other obligations is \$\_\_\_\_\_.

- (5) The amount of Local Government indebtedness Subparagraphs (2)(b), (3)(b) and (4)(b) having a lien on the State-Shared Taxes referred above is \$\_\_\_\_\_.
- (6) The amount set forth in Subparagraph (1) less the amount set forth in Subparagraph (5) is \$\_\_\_\_\_.

Duly signed by an authorized representative of the Local Government on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

LOCAL GOVERNMENT

BY: \_\_\_\_\_  
**John Decker, Mayor**

ORDINANCES....



## MEMORANDUM

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

FROM: Addam McCormick, Planning/Codes Department

DATE: March 3, 2010

RE: Zoning Ordinance Amendment: Commercial Residential Unit

The White House Planning Commission on Monday January 10, 2010 recommended to amend the zoning ordinance to permit accessory residential units within the C-1, Central Business Service District. The C-1 district due to the primary locations on Hwy 31W and SR 76 adjacent to the Town Center area, serves as a transitional zoning district between residential and general commercial zoning districts and the Town Center area. The C-6, Town Center Zoning District permits mixed residential and commercial mixed used properties and buildings. The zoning map does contain scattered C-1 zoned properties on Hwy 31W outside of the town center area. The Board of Zoning Appeals would review all requests for accessory residential units. The zoning ordinance amendment includes review criteria to ensure the safety of the building occupants.

**ORDINANCE 10-04**

**AN ORDINANCE AMENDING ARTICLES IV AND V OF THE ZONING ORDINANCE AS INDICATED BELOW, TO PERMIT COMMERCIAL ACCESSORY RESIDENTIAL UNIT SPECIAL EXCEPTIONS IN THE C-1, CENTRAL BUSINESS SERVICE DISTRICT BY REVIEW OF THE BOARD OF ZONING APPEALS.**

**WHEREAS**, the Board of Mayor and Aldermen wishes to amend multiple sections of the Zoning Ordinance to permit commercial accessory residential units in the C-1, Central Business Service District. The ordinances amendments include defining the Commercial Accessory Residential Unit as a special exception to be reviewed by the Board of Zoning Appeals including review criteria to ensure the safety of the building occupants. The primary locations of the C-1, Central Business Service district are defined on the zoning map as the area on SR 76 and Hwy 31W adjacent to the C-6, Town Center Zoning District.

**NOW THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen that Article IV, Supplementary Provisions Applying to Specific Districts is amended as indicated below:

**Amendment #1**

Article 4            Supplementary Provisions Applying to Specific Districts  
Section:            4.200 Commercial Accessory Residential Unit:

**4.200 Commercial Accessory Residential Unit:**

**The White House Municipal Board of Zoning of Appeals shall review requests for an accessory residential unit in a primary commercial building in the C-1, Central Business Commercial Zoning District. The Board of Zoning Appeals shall review the following items in addition to Special Exception Review Procedures:**

1. No accessory or detached structures to be used for an accessory residence.
2. Separate means of egress required for residential unit.
3. Only one accessory residential unit is permitted within the primary commercial building.
4. Residential unit shall not be located within the same building in proximity to an objectionable use as determined by Board of Zoning Appeals. An objectionable use includes a uses that would result in a safety issue for residential or commercial use and lack of privacy for the residential use. Objectionable uses permitted within the C-1, Central Business District, includes but are not limited to, fuel station and vehicle repair service, warehouse, storage, and limited manufacturing use.
5. Applicant shall submit with the application to the Board of Zoning the square footage of total unit and rooms to determine maximum occupancy, fire separation required between uses, and plan for a separate exit for residential unit.
6. Basement residential units shall be prohibited unless applicant can provide floor design load and exit design plan.
7. Change of use of the commercial use shall require review and approval by the Board of Zoning Appeals to determine compliance with review criteria listed above.



## MEMORANDUM

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

FROM: Addam McCormick, Planning Codes Department

DATE: March 9, 2010

RE: Zoning Ordinance Amendment: Digital Sign Regulations

The White House Regional Planning Commission recommend the zoning ordinance amendment at the January 10, 2010 Meeting. The Planning Commission discussed the proposed ordinance on multiple occasions and revised two sections regarding minimum sign spacing and separation distance to residential zoned properties. The proposed amendment is to provide regulations for electronic digital signs. Digital signs are creating issues for Cities throughout the country due to an increased distraction to drivers reported with the electronic digital signs. The digital signs have the capacity for multiple and fast changing message and extreme bright lights. Some cities have decided to prohibit the electronic digital signs but the Planning Commission decided to develop regulations regarding minimum message lengths, maximum brightness, and minimum separation between signs to prevent the distractions associated with the electronic digital signs.

**ORDINANCE 10-05**

**AN ORDINANCE AMENDING ARTICLE IV OF THE ZONING  
ORDINANCE AS INDICATED BELOW, REGARDING DEVELOPING  
REGULATIONS FOR ELECTRONIC DIGITAL SIGNS INCLUDING  
DEFINITION OF MINIMUM SPACING, MAXIMUM SIGN BRIGHTNESS,  
MESSAGE DURATION, PERMITTED ZONING DISTRICTS**

WHEREAS, the Board of Mayor and Aldermen wishes to amend multiple sections of the Zoning Ordinance regarding electronic digital signs. The amendments are to provide regulations for digital signs including permitted zoning districts, minimum sign spacing, and maximum sign brightness and message duration. The regulations are to prevent the distraction to drivers associated with the electronic digital signs.

NOW THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that Article IV, Supplementary Provisions Applying to Specific Districts is amended as indicated below:

**Amendment #1**

Article 4        Supplementary Provisions Applying to Specific Districts  
Section:        4.070 Standards for Signs  
Sub-Section:    B. Definitions

*Electronic Message Display:* Any sign that displays still images, scrolling images or moving images, including video and animation, utilizing a series or grid of lights that may be changed through electronic means, including cathode ray, light emitting diode (LED) display, plasma screen, liquid crystal display (LCD), fiber optic or other electronic media or technology. Signs that only contain gas prices and time and temperature shall only meet maximum lighting intensity requirements and image duration requirements listed below. Digital signs shall be regulated as reader boards by other provisions of this ordinance regarding maximum percentage of sign and location of sign.

**Amendment# 2**

Article 4        Supplementary Provisions Applying to Specific Districts  
Section:        4.070 Standards for Signs  
Sub-Section:    J. Standards and Criteria

**8.        Electronic Message Display**

**J. Standards and Criteria**

Signs that only contain gas prices and time and temperature shall only meet maximum lighting intensity requirements and image duration requirements listed below. Digital signs shall be regulated as reader boards by other provisions of this ordinance regarding maximum percentage of sign and location of signs.

**Number and Location:**

One (1) electronic message sign per property. Signs shall be located 100 ft outside of intersections and not installed in locations that will directly block or confuse a driver's

view. Signs shall be spaced 200 ft from any other electronic message signs along roadways. The distance shall be measured along roadways not straight lines between signs. Signs shall be located 100ft from residential property lines. Signs along interstate and limited access state highways shall meet State of Tennessee Requirements.

**Permitted Zoning Districts:**

Electronic Message signs shall be permitted in all zoning districts except, C-6, Town Center Residential, C-5, Transitional Commercial Zoning District, C-3, Neighborhood Center Commercial and all residential and agricultural zones. The Planning Commission shall review and may approve all proposed locations of signs in planned unit development zoning districts if the intent and requirements of the ordinance are met. The Board of Zoning Appeals may review proposals for non-residential church, school, and day care buildings and uses permitted by special exception in residential and agricultural zoning district provided that the intent of the ordinance and requirements are met.

**Illumination and Brightness:**

Sign during daytime hours shall be a maximum lighting intensity of 7,500 nits and during night time hours shall be a maximum intensity of 750 nits.

**Message Duration:**

Images shall remain static for a minimum of eight seconds and image changes and scrolling shall be accomplished within two (2) second or less. Images shall not flash and include sudden blasts of lights, or contain continuous scrolling and animation over (2) seconds in length.

**Amendment# 3**

Article 4        Supplementary Provisions Applying to Specific Districts  
Section:        4.070 Standards for Signs  
Sub-Section:   J. Standards and Criteria

**Renumber of Existing Sections**

- 8- 9            Residential Districts
- 9- 10          Commercial/Industrial District
- 10-11         Interstate Sign District
- 11-12         Other Uses

BE IT FURTHER ORDAINED that this amendment was approved by the Planning Commission at January 10, 2010 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:                      March 18, 2010

Second Reading:                    April 15, 2010

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John Decker, Mayor

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Danny Davenport, Acting City Recorder

## MEMORANDUM

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

FROM: Addam McCormick, Planning/Codes Department

DATE: March 31, 2010

RE: Zoning Ordinance Amendment: Adult Oriented Businesses

The White House Regional Planning Commission on Monday March 8, 2010 recommended amending the zoning ordinance regarding Adult Oriented Businesses. The purpose of the amendment was to change zoning ordinance to be consistent with revised 2007 State Law regarding minimum separation distances and measurement criteria between properties containing adult oriented businesses and properties containing churches, schools, day cares, residences, parks. The measurement criteria will change from building corner(s) to property corner(s).

The State of Tennessee in 2007 adopted increased separation distances for adult oriented businesses to prevent the effects of adult oriented businesses onto residential properties and schools and churches. Staff recommends the amendment so that the City's ordinances are clearly defined regarding the minimum separation and it shows that the City has reviewed the local zoning ordinance in relation to the change in the state law. This is the first step in the process of developing adult oriented business regulations. The next step will be to develop licensing polices and regulations regarding operation of facilities. The City due to proximity to Nashville and location on I-65 is a possible location for an adult oriented business. Anytime Metro Nashville increases their requirements on adult oriented business then adjacent small suburban cities with less stringent or no ordinances are possible locations for new adult oriented business.

Per state law measurement requirements, seven (7) I-2, Heavy Industrial properties are currently available. Four (4) of the seven (7) are developed lots and three (3) are vacant. The City does not currently have any land designated for I-3, Special Industrial. The City's zoning requirements in addition to state requirements amendments do provide areas for adult oriented business to build and/or operate in the city limits.

### **State Law Section:**

7-51-1407. Restrictions on locations of adult-oriented businesses. —

(a) (1) An adult-oriented establishment shall not locate within one thousand feet (1,000 $\phi$ ) of a child care facility, a private, public, or charter school, a public park, a residence, or a place of worship.

(2) For the purposes of this subdivision (a)(1), measurements shall be made in a straight line in all directions, without regard to intervening structures or objects, from the nearest point on the property line of a parcel containing an adult-oriented establishment to the nearest point on the property line of a parcel containing a child care facility, a private, public, or charter school, a public park, a residence, or a place of worship.

(b) Subsection (a) shall not apply to an adult-oriented business located in an otherwise prohibited location in operation on July 1, 2007, and the business activity shall be deemed an existing use of the property; provided, that the business remains in continuous operation as an adult-oriented business regardless of change of ownership.

ORDINANCE 10-06

AN ORDINANCE AMENDING ARTICLE V OF THE ZONING ORDINANCE AS INDICATED BELOW, TO INCREASE THE MINIMUM DISTANCE BETWEEN PROPERTIES CONTAINING ADULT ORIENTED BUSINESS TO PROPERTIES CONTAINING PLACES OF WORSHIP, SCHOOLS, PARKS, DAY CARES, AND RESIDENCES AND TO CHANGE THE MEASUREMENT CRITERIA BETWEEN PROPERTIES PER TENNESSEE STATE LAW.

WHEREAS, the Board of Mayor and Aldermen wishes to amend the I-2, Heavy Industrial and I-3 Special Industrial sections of the Zoning Ordinance to increase distance from properties containing adult oriented businesses properties to properties containing places of worship, day cares, schools, residences, and parks from 150 to 1,000 feet and change measurement criteria from building corners to property corners per Tennessee Code Annotated Section 7-51-1407.

NOW THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that Article V, Zoning Districts, 5.054.2 I-2, Heavy Industrial District and 5.054.3 I-3, Industrial District (Special) is amended as indicated below:

**Amendment #1**

Article V      Zoning Districts  
Section:        5.054.2 I-2, Heavy Industrial  
Sub-Section:  A. District Description

**Existing City Ordinance:**

A.      District Description

Adult Oriented Business are permitted in all I-2 and I-3 Districts, with the exception of those lots which have a contiguous side or rear lot line to any lot with a residential zoning designation or use. In addition no permit will be issued for any Adult Oriented Business within one hundred-fifty (150) feet of any lot currently occupied by a business selling alcoholic beverages; religious; child care or educational facility, as measured in a straight line from the nearest corner of the two structures. **(Added by Ordinance No. 97-10, August 21, 1997)**

**Amended City Ordinance: (Changes in bold/italics)**

Adult Oriented Business are permitted in all I-2 and I-3 Districts, with the exception of those lots which have a contiguous side or rear lot line to any lot with a residential zoning designation or use. In addition no permit will be issued for any Adult Oriented Business within ***one thousand (1,000) feet of any lot child care facility, a private, public, or charter school, a public park, a residence, or a place of worship. Measurements shall be made in a straight line in all directions, without regard to intervening structures or objects,***

*from the nearest point on the property line of a parcel containing an adult-oriented establishment to the nearest point on the property line of a parcel containing a child care facility, a private, public, or charter school, a public park, a residence, or a place of worship* and within (150) feet of any lot currently occupied by a business selling alcoholic beverages as measured in a straight line from the nearest corner of the two structures.

**Amendment #2**

Article V      Zoning Districts  
Section:        5.054.3 I-3, Industrial District (Special)  
Sub-Section:   A. District Description

**Existing City Ordinance:**

B.      District Description

Adult Oriented Business are permitted in all I-2 and I-3 Districts, with the exception of those lots which have a contiguous side or rear lot line to any lot with a residential zoning designation or use. In addition no permit will be issued for any Adult Oriented Business within one hundred-fifty (150) feet of any lot currently occupied by a business selling alcoholic beverages; religious; child care or educational facility, as measured in a straight line from the nearest corner of the two structures. **(Added by Ordinance No. 97-10, August 21, 1997)**

**Amended City Ordinance: (Changes in bold/italics)**

Adult Oriented Business are permitted in all I-2 and I-3 Districts, with the exception of those lots which have a contiguous side or rear lot line to any lot with a residential zoning designation or use. In addition no permit will be issued for any Adult Oriented Business within ***one thousand (1,000) feet of any lot child care facility, a private, public, or charter school, a public park, a residence, or a place of worship. Measurements shall be made in a straight line in all directions, without regard to intervening structures or objects, from the nearest point on the property line of a parcel containing an adult-oriented establishment to the nearest point on the property line of a parcel containing a child care facility, a private, public, or charter school, a public park, a residence,*** or a place of worship and within (150) feet of any lot currently occupied by a business selling alcoholic beverages as measured in a straight line from the nearest corner of the two structures.

BE IT FURTHER ORDANIED that this amendment was approved by the Planning Commission at March 8, 2010 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: April 15, 2010

Second Reading: May 20, 2010

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John Decker, Mayor

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Amanda Priest, City Recorder

FINANCE AND OTHER BUSINESS....



**Memo**

TO: Board of Mayor and Alderman  
FROM: Ron Bailey, City Engineer  
DATE: April 15, 2010  
SUBJECT: Construction bids for ARRA Calista Road Project

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The City of White House has received construction bids for the Calista Road Improvements project. 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. The bid documents were created by the Engineering Consultant, Florence & Hutcheson, Inc., and the project was advertised in March. Six bids were received at the March 25<sup>th</sup> bid opening with the lowest total bid being \$426,513.15 from Civil Constructors. The bid results are attached.

The low-bidder came in at \$426,513.15. The ARRA funding amount is \$429,512 which is to include construction, CEI services, and contingencies. Our CEI contract has a "Not to Exceed" set at \$52,500. If you deduct the CEI from the funding amount then the **construction bid is roughly \$49,500 over budget** before we even break ground.

Engineering recommends that the Board of Mayor and Alderman **reject all bids** and have the project re-bid with a reduced scope of work.

April 7, 2010

# MEMORANDUM

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

From: Charlotte Soporowski **CKS**  
Finance Director

Re: Approval of Administrative Services and Stop Loss Coverage for Partially Self  
Funded Employee Health Plan

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With the assistance of Sherrill D. Morgan and Associates, Inc., the City solicited sealed proposals for administrative services and stop loss coverage for the city's partially self funded employee health insurance plan. The following spreadsheet provides a tabulation of the proposal results, and the recommendation is to continue on with the current provider, North America Administrators, L.P. The Fund Administration Agreement and Employee Benefit Plan Disclosure Notice from North America Administrators, L.P. follow for your review. Additionally, there is a Client Agreement with Medical Certification, Inc. Med-Cert is a third party which North America contracts with to review the medical necessity and appropriateness of certain claims. Your approval of these documents will allow the plan to move forward into the new plan year with the current provider as recommended by staff. If you have any questions please do not hesitate to contact me.

# City of White House

## Administrative Services

Based on 75 employees (35 single, 40 families)

TPA

	Current NAA	Renewal NAA	MCAA	MedBen
Base Administration	\$10.00 Single \$14.50 Family	\$10.00 Single \$14.50 Family	\$18.00	\$18.90
COBRA	\$1.00	\$1.00	\$1.25	\$1.95
HIPAA	\$1.00	\$1.00	\$0.80	Included
Utilization Review	\$2.50	\$2.50	\$2.35	\$3.80
UR Integration Fee	Included	Included	Included	Included
PPO Administration	\$2.45	\$2.45	\$0.50	\$0.75
PPO Network Quoted	PHCS	PHCS	PHCS	PHCS
PPO Access	\$4.75	\$4.75	\$4.50	\$4.70
Rx Administration	\$4.50	\$4.50	N/A	\$1.05
Medicare Part D Notices	N/A	N/A	N/A	\$0.60
Name of PBM	HealthSmart Rx	HealthSmart Rx	HealthSmart Rx	Pharmacy Data Management
Rate Guarantees	Not Stated	Not Stated	2 Years; 5% increase for yr. 3	2 Years
Setup (One time fee)	N/A	N/A	\$2,500.00	\$1,705.00
<b>TOTAL PEPM</b>	\$26.20 Single \$30.70 Family	\$26.20 Single \$30.70 Family	\$27.40	\$31.75
<b>One-time Setup Fees/Other Annual Fees</b>	N/A	N/A	\$2,500.00	\$1,705.00
<b>TOTAL ANNUAL FEES</b>	\$25,740.00	\$25,740.00	\$27,160.00	\$30,280.00
<b>FEES PAID ON A PER PARTICIPANT PER MONTH BASIS</b>				
Dental Administration	N/A	\$2.75	\$1.50	\$3.05
Vision Administration	N/A	\$0.75	\$1.00	\$1.30
<b>OTHER FEES:</b>				
Medicare Part D Testing Fee (Per Test)	N/A	N/A	N/A	\$350.00

The information above is for summary purposes only; please refer to full proposals for detailed information.

## City of Whitehouse

### Fixed Cost Comparison: Stop Loss and Administration (Based on 35 Single and 40 Families)

	Current NAA	Renewal NAA	MCAA	MedBen
Stop Loss Carrier	Gerber/IAT	Gerber/IAT	Companion	StarNet
Contract	24/12	24/12	18/12	18/12
Coverage	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Specific Deductible	\$50,000	\$50,000	\$50,000	\$50,000
Single Premium Rate	\$88.97	\$104.54	\$86.64	\$85.87
Family Premium Rate	\$179.30	\$206.27	\$213.72	\$209.76
Aggregate Premium Rate	\$11.61	\$14.87	\$13.70	\$17.92
<b>Annual Specific Premium</b>	<b>\$123,431.40</b>	<b>\$142,916.40</b>	<b>\$138,974.40</b>	<b>\$136,750.20</b>
<b>Annual Aggregate Premium</b>	<b>\$10,449.00</b>	<b>\$13,383.00</b>	<b>\$12,330.00</b>	<b>\$16,128.00</b>
<b>Total Stop Loss Premium</b>	<b>\$133,880.40</b>	<b>\$156,299.40</b>	<b>\$151,304.40</b>	<b>\$152,878.20</b>
<b>Total Annual Administrative Fees</b>	<b>\$25,740.00</b>	<b>\$25,740.00</b>	<b>\$27,160.00</b>	<b>\$37,424.00</b>
<b>Total Annual Fixed Costs</b>	<b>\$149,171.40</b>	<b>\$168,656.40</b>	<b>\$166,134.40</b>	<b>\$174,174.20</b>

The premiums above are estimates prior to disclosure being signed.

## FUND ADMINISTRATION AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of April, 2010, by and between **GORDON GROUP INVESTMENTS LIMITED PARTNERSHIP, d/b/a NORTH AMERICA ADMINISTRATORS, L.P.** (hereinafter called the "**Administrative Manager**"), and **CITY OF WHITE HOUSE** (hereinafter called the "**Employer**").

### WITNESSETH:

The Employer is the sponsor of an employee benefit plan (hereinafter called the "**Plan**") and desires to contract with the Administrative Manager for services to be rendered in connection with the Plan. In consideration of the mutual agreement herein contained, it is understood and agreed by and between the parties as follows:

**Section 1 - Functions of the Administrative Manager.** In performing services for the Employer's Plan, the Administrative Manager shall:

- a. Perform administrative functions from an office located in Nashville, Tennessee, during normal working hours Monday through Friday.
- b. Provide and maintain an adequate and properly trained staff to perform the administrative functions and answer the inquiries of participants in the Plan with respect to administrative requirements and procedures of the Plan.
- c. Make available to the Plan all necessary telephone services, office supplies, stationery, letterheads, envelopes and postage expenses, with the exception that the Employer or Plan shall pay for the printing of benefit booklets, the cost of any mass mailings to the participants, and the cost of printing forms and identification cards.
- d. Maintain records pertaining to eligibility of Plan participants.
- e. Verify benefits payable for participants.
- f. In accordance with the Plan provisions and advice received from the Employer, promptly and efficiently determine the amount due and payable on all claims presented.
- g. Issue checks in payment of valid claims to the participant, assignee, or to such other person legally entitled thereto.
- h. Maintain records of all checks issued and prepare and maintain records for claim loss on a monthly basis.

- i. In accordance with the Plan provisions, provide participants with written notice of claims declination and provide the necessary information to the Employer to facilitate making determinations on denied claims under an appeal procedure, with the Employer as sponsor of the Plan having the final decision as to allowance or declination of claims.
- j. Assist the Employer and Plan, when requested, in preparing governmental reports. (Fees requested by the Administrative Manager for assisting in preparation of reports will be quoted in advance and are subject to approval by the Employer.)
- k. Pay insurance premiums and/or make appropriate reports to insurance carriers as required.
- l. Enforce coordination of benefit and subrogation provisions of the Plan.
- m. Recommend to the Employer and Plan additional services which, upon approval of the Employer, may provide for the review of medical or hospital treatment to determine necessity or appropriateness (utilization reviews) and/or the procurement of discounts or a reduction of the charges for medical or hospitalization charges as are allowed under the Plan. (Fees in excess of \$100.00 for such additional services will be quoted in advance and are subject to approval by the Employer.) The Plan will be responsible for any charges for medical records necessary for adjudication of claims.

## **Section 2 - COBRA Duties and Obligations.**

- a. The Employer agrees to promptly notify the Administrative Manager in a timely manner (within 30 days for a qualifying event) that a qualifying event for continuation of coverage by a participant or beneficiary has occurred.
- b. The Administrative Manager within 14 days following notification by the Employer will send by mail to the last known address of a qualified participant or beneficiary a statement of the right to continuation of coverage.
- c. The Administrative Manager will closely monitor each notification during the sixty-day election period and will not accept elections made after the expiration of the sixty-day election period.
- d. The Administrative Manager will notify those participants or beneficiaries electing to continue coverage of the cost and will collect all money due in a timely manner.
- e. The Administrative Manager will maintain records regarding continuation of coverage for participants and beneficiaries and remit all collections to the Employer.

- f. The Administrative Manager will notify the participant or beneficiary when coverage terminates due to non-payment of premium or when the continuation period expires.
- g. The Administrative Manager will be responsible for the cost of all forms, stationery and postage incurred for COBRA purposes.

**Section 3 - HIPAA Duties and Obligations.**

- a. The Employer agrees to promptly notify the Administrative Manager in a timely manner (as defined by HIPAA legislation) of a termination by an employee or dependent.
- b. The Administrative Manager within fourteen (14) days following notification by the Employer will send the HIPAA certification to the employee or dependent to the last known address provided by the Employer.
- c. If the employee or dependent has elected COBRA, the Employer will again notify the Administrative Manager (if the Employer does their own COBRA administration) of the COBRA termination date as soon as possible following the termination coverage.
- d. The Administrative Manager within fourteen (14) days following notice by the Employer (or immediately upon termination of COBRA, if COBRA is administered by the Administrative Manager) will send the HIPAA certification to the employee or dependent to the last known address.
- e. The Administrative Manager will provide additional certifications upon request by the employee for 24 months after termination from the Plan.
- f. The Administrative Manager will maintain records regarding coverage for the employee and/or dependents necessary to satisfy HIPAA requirements.
- g. The Administrative Manager will accept responsibility for obtaining certifications from new hires, for verifying these certifications, determining their effect on the pre-existing limitation, and notifying the participant of that determination.
- h. The Administrative Manager will be responsible for the cost of all forms, stationary, and first class postage incurred for HIPAA purposes. However, the Employer will reimburse the Administrative Manager for any certified mail expense associated with sending certifications to covered participants. (Note: At this time, it is not anticipated that certified mail will be used for these purposes.)

**Section 4 - Medicare Secondary Liability.** If CMS obtains the recovery of any claim payment for a covered participant under the Medicare Secondary Payor liability provision, the Plan will have full liability for payment of such claim and any related expenses. The Administrative Manager will have full right of recovery from the Plan if the CMS recovery is made from the Administrative Manager rather than the Plan.

**Section 5 - Administrative Manager is Independent Contractor.** Nothing contained in the agreement or in any other supplemental or amendatory writing shall be construed to prevent the Administrative Manager as an independent contractor, from freely exercising its own judgement in the performance of this Agreement, and it is agreed that the Administrative Manager, its officers, employees and agents are not employees of the Plan or of the Employer, and the Administrative Manager is not authorized nor empowered to exercise fiduciary duties of the Plan and/or Employer.

**Section 6 - Service Fees.** Except as may otherwise be agreed, the monthly payments due the Administrative Manager from the Employer for the performance of services by the Administrative Manager shall be the following:

\$ <u>10.00</u>	per single participant and
\$ <u>14.50</u>	per family participant for Medical/RX administration
\$ <u>2.00</u>	COBRA/HIPAA administration
\$ <u>2.45</u>	PPO administration

Charges are per employee per month, payable by the tenth (10th) day of each month, unless otherwise stated.

**Section 7 - Costs and Expenses.** The Employer shall provide for payment by the Plan of all claims allowed under the Plan and the costs identified at section 1C. Subject to approval, the Employer will, also, pay fees and charges identified at section 1J and 1M and the expenses of securing medical records, utilization reviews, discounts, hospital audits and for other services.

Upon termination of this Agreement for any reason, any indebtedness of the Employer and/or Plan to the Administrative Manager shall become immediately due and payable. On and after the date of termination of this Agreement, the Administrative Manager shall not be obligated to perform any of the services specified.

**Section 8 - Records.** The Employer agrees to maintain records pertaining to the Plan in accordance with all applicable state and federal laws and regulations relating to the maintenance and storage of such file information. The Administrative Manager shall permit and facilitate the examination of all records pertaining to the Plan at any reasonable time by any duly authorized representative of the Employer either on the Administrative Manager's premises or at the Employer's offices. The records shall be presumed to be the property of the Employer and any destruction of the records shall only be done upon the Employer's written approval. At the termination of this Agreement, the records will be provided to the Employer, and the Employer agrees to hold and maintain said records for the period required by applicable state and federal laws and regulations after the termination of this Agreement. The Employer agrees to provide copies of the records to the Administrative Manager not later than ten (10) working days after receiving a request for such information.

**Section 9 - Hold Harmless.** The Administrative Manager may rely on all information appearing proper on its face furnished to it by the Employer, and shall have no duty to verify any such information independently. The Administrative Manager shall have no liability for the erroneous payment, in good faith, of claims. The Employer and/or the Plan agree to indemnify, hold harmless and defend the Administrative Manager for any acts or omissions of the Administrative Manager not caused by gross negligence, willful misconduct or lack of good faith or want of reasonable and ordinary care. In the event of any litigation relating to the Administrative Manager's duties as set forth in this Agreement, the Administrative Manager will be entitled to recover from the Employer and/or Plan all reasonable attorney's fees and other reasonable costs incurred. The Employer will indemnify and hold harmless the Administrative Manager, its officers, directors, representatives, agents and successors or assigns from any and all actions, causes of action, claims demands, liabilities, damages, costs and expenses, including reasonable attorney fees, which be in existence at any time, including those which may arise after termination and which arise out of the payment or declination of claims or processing of claims.

**Section 10 - Breach.** In the event a party should breach or default in any of the obligations arising out of this Agreement, the other party may give written notice, by certified mail, return receipt requested, specifying the breach or default and if a monetary default or breach is not cured within five (5) business days or a non-monetary default or breach is not cured within thirty (30) days from the receipt of notice of such default or breach, this Agreement may be terminated by the party claiming the breach or default.

**Section 11- Reopener.** Should federal or state law impose duties or obligations on the Employer, Plan or Administrative Manager during the term of this Agreement which are over and above those in effect, then the Administrative Manager may reopen the Agreement to negotiate changes in the fees, charges, or costs being charged commensurate with the new duties or obligations. After the first anniversary of this Agreement, the Administrative Manager may reopen the Agreement to negotiate changes in the fees, charges or costs stated herein.

**Section 12 - Duration of Agreement.** This Agreement and services to be provided hereunder shall become effective on the date stated above, from which date all fees due the Administrative Manager shall be computed, and shall continue in full force and effect for one year, and from year to year thereafter, unless terminated by written notice by either party to the other not less than ninety (90) days prior to any anniversary thereof. In the event notice of termination is properly given by the Employer, this Agreement shall terminate on the anniversary date. In the event the Administrative

Manager reopens the Agreement as allowed under Section 11, and the parties do not reach agreement upon changes in the fees, charges or costs, the Administrative Manager may give written notice to the Employer of termination, and this Agreement shall terminate upon receipt of the notice. In addition, any Business Associate Addendum to this or any prior Fund Administration Agreement will remain in effect until terminated.

**Section 13 - Confidentiality.**

The Administrative Manager shall maintain the confidentiality of medical records of participants in the Plan in accordance with applicable state laws, federal laws or any network provider agreement that the Employer may enter into.

**Section 14 - Notices.** Any notices required hereunder shall be given at the addresses indicated below, or at such other addresses as each party may notify the other in writing:

ADMINISTRATIVE  
MANAGER:

NORTH AMERICA ADMINISTRATORS, L.P.  
1826 Elm Hill Pike  
P.O. Box 1984  
Nashville, TN 37202

EMPLOYER:

CITY OF WHITE HOUSE  
105 College Street  
White House, TN 37188

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

**"ADMINISTRATIVE  
MANAGER"**

**GORDON GROUP INVESTMENTS LIMITED  
PARTNERSHIP, doing business as  
NORTH AMERICA ADMINISTRATORS, L.P.**

**BY: GORDON INVESCO, INC.  
Title: General Partner**

**BY: \_\_\_\_\_  
Daniel J. Dugan, President**

**"EMPLOYER"**

**CITY OF WHITE HOUSE**

**BY: \_\_\_\_\_**

**Title: \_\_\_\_\_**

## EMPLOYEE BENEFIT PLAN DISCLOSURE NOTICE

**TO: CITY OF WHITE HOUSE**  
 105 College Street  
 White House, TN 37188

**FROM: NORTH AMERICA ADMINISTRATORS, L.P.**  
 1826 Elm Hill Pike  
 P.O. Box 1984  
 Nashville, TN 37202

**NORTH AMERICA ADMINISTRATORS, L.P.** ("NAA") is a third party administrator providing services to **CITY OF WHITE HOUSE**. Prohibited Transaction Class Exemption 84-24 (PTE 84 - 24), as issued by the Department of Labor, permits the receipt of reasonable compensation by certain interested parties, including third party administrators, for services rendered if proper disclosure is given and the transaction is approved by the appropriate independent plan fiduciaries. PTE 84 - 24 requires that the transaction be at arms length and also must be in the best interest of the plan participants. This notice serves to satisfy the disclosure requirements of PTE 84 - 24.

In accordance therewith, the following information is provided:

1.  NAA is not affiliated with the Insurer whose contract is being recommended and is not limited by any agreement with the Insurer.  
 NAA is affiliated with the Insurer whose contract is being recommended or is limited by an agreement with the Insurer.

**2. SALES COMMISSION:**

**STOP LOSS CARRIER - NAME OF INSURER:** Gerber Life Insurance Company  
 Sales Commission (either received by NAA or an affiliated broker or agent) (expressed as a percentage of gross annual premiums) if override commissions apply, explain below:

	<b>NAA</b>	<b>AGENT/BROKER</b>
A. First Year <span style="float: right;">_____ %</span>	_____ %	_____ %
B. Each Renewal Year <span style="float: right;">_____ %</span>	_____ %	_____ %

**LIFE CARRIER - NAME OF INSURER:** N/A  
 Sales Commission (either received by NAA or an affiliated broker or agent) (expressed as a percentage of gross annual premiums) if override commissions apply, explain below:

	<b>NAA</b>	<b>AGENT/BROKER</b>
A. First Year <span style="float: right;">_____ %</span>	_____ %	_____ %
B. Each Renewal Year <span style="float: right;">_____ %</span>	_____ %	_____ %

**OTHERS - NAME OF INSURER:** N/A  
 Sales Commission (either received by NAA or an affiliated broker or agent) (expressed as a percentage of gross annual premiums) if override commissions apply, explain below:

	<b>NAA</b>	<b>AGENT/BROKER</b>
A. First Year <span style="float: right;">_____ %</span>	_____ %	_____ %
B. Each Renewal Year <span style="float: right;">_____ %</span>	_____ %	_____ %

3. **DESCRIPTION** of any additional charges, fees, discounts, penalties or adjustment incurred by the Plan or may be incurred by the Plan under the insurance companies policy or contracts. (Use additional sheets, if necessary.)

<b>FEEES</b>	<b>TOTAL</b>	<b>NAA</b>	<b>AGENT/BROKER</b>	<b>OTHER</b>
Administration – Single:	<u>10.00</u>	<u>10.00</u>	_____	_____
Administration – Family:	<u>14.50</u>	<u>14.50</u>	_____	_____
Vision Administration – Composite:	<u>-0-</u>	_____	_____	_____
RX Administration – Composite:	<u>-0-</u>	_____	_____	_____
PPO Admin. Fee – Composite:	<u>2.45</u>	<u>2.45</u>	_____	_____
Agg. Accom. Admin Fee – Composite:	<u>-0-</u>	_____	_____	_____
COBRA / HIPAA Fee – Composite:	<u>2.00</u>	<u>2.00</u>	_____	_____
Delta Disease Fee – Composite:	<u>-0-</u>	_____	_____	_____
RX Fee – Composite:	<u>4.50</u>	_____	_____	<u>4.50</u>
Broker Fee – Monthly:	<u>2490.00</u>	_____	<u>2490.00</u>	_____
Specific Advancement – Composite:	<u>-0-</u>	_____	_____	_____
Pre-Cert Fee – Composite:	<u>2.50</u>	_____	_____	<u>2.50</u>
PPO Access Fee – Composite:	<u>4.75</u>	_____	_____	<u>4.75</u>
Stop Loss Premium – Single:	<u>104.54</u>	_____	_____	<u>104.54</u>
Stop Loss Premium – Family:	<u>206.27</u>	_____	_____	<u>206.27</u>
Aggregate Premium – Composite:	<u>11.80</u>	_____	_____	<u>11.80</u>
Agg. Accom. Fee – Composite:	<u>3.07</u>	_____	_____	<u>3.07</u>
TLO Fee – Composite:	<u>-0-</u>	_____	_____	_____

4. **DESCRIPTION** of any other fees, service charges, including but not limited to charges for ID Cards, Plan Booklets, Initial Set-up, PPO Set up, Check Fees, Printing or other compensation which should be disclosed to the independent fiduciary to permit the independent fiduciary to determine that total compensation from the Plan or from Plan assets received by NAA is "reasonable".

**FIDUCIARIES ACKNOWLEDGEMENT**

I hereby acknowledge that in my capacity as an independent fiduciary with authority to act on behalf of the Plan, I have received the above information concerning the above transaction and I approve the transaction on behalf of the Plan. I am not an insurance agent or broker, pension consultant or insurance company involved in the transaction. Further, I will not receive any compensation or other consideration, directly or indirectly, for my own personal account from any party dealing with the Plan in connection with the transaction

EFFECTIVE DATE: 04/01/10

\_\_\_\_\_  
CITY OF WHITE HOUSE  
Plan Fiduciary's

## CLIENT AGREEMENT

THIS AGREEMENT made and entered into this 1st day of April, 2010, by and between MEDICAL CERTIFICATION, INC. ("MED-CERT ") and CITY OF WHITE HOUSE ("CLIENT").

### WITNESSETH:

WHEREAS, MED-CERT is in the business of reviewing proposed and continuing medical treatment services to determine their necessity and appropriateness; and

WHEREAS, CLIENT provides certain health benefits for its employees and/or dependents which benefits need to be reviewed from time to time; and

WHEREAS, CLIENT is desirous of using the services of MED-CERT in accordance with the terms of conditions as set forth below.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### 1. SERVICES.

- (a) Utilizing recognized criteria and standards of the industry, MED-CERT will provide medical utilization review to determine the medical necessity and appropriateness of proposed, on-going or completed medical care for covered individuals to reduce the cost to CLIENT to provide health benefits for its employees and/or dependents.
- (b) The medical utilization review program will include pre-certification, continued stay review, second surgical opinion (when contracted), discharge planning and medical case management. A more detailed description of the medical utilization review program is described in the MED-CERT brochure, attached hereto.
- (c) MED-CERT shall notify CLIENT, in writing, of any significant changes in the nature of the review program.
- (d) A medical utilization review will be initiated upon request for the service, written or oral, from the employee, his attending physician, the hospital or the CLIENT.

2. PERSONNEL. With the exception of administrative functions, medical utilization reviews will be performed by licensed physicians or registered nurses under the direction of MED-CERT'S Physician Advisor. Such personnel will be licensed or registered, as appropriate, in their various medical fields.

#### 3. COMPENSATION.

- (a) CLIENT will pay MED-CERT for its medical utilization review services a monthly fee of \$ 2.50 per eligible employee. A summary report showing the number of eligible employees shall be provided by CLIENT to MED-CERT on a monthly basis.

- (b) MED-CERT reserves the right, effective on or after the first anniversary date of this agreement, and thereafter upon giving thirty (30) days written notice to increase its monthly charge.
- (c) If during the term of the agreement, a state or federal agency enacts legislation that affects the financial operation of Med-Cert, or its ability to perform under the contract, Med-Cert may request its clients to pay such additional cost, modify Med-Cert terms of performance under the contract, or terminate the agreement.

4. **AUTHORIZATION.**

- (a) CLIENT authorizes MED-CERT to act on CLIENT'S behalf in performing medical utilization review services.
- (b) CLIENT shall provide MED-CERT or provide access to, all relevant medical and personal data or other documents and information pertaining to an eligible employee, data, coverage descriptions or plan documents, helpful or pertinent to the services requested.
- (c) When feasible, CLIENT will provide MED-CERT with an executed waiver or consent to review medical records by or on behalf of the eligible employee. If necessary, CLIENT authorized MED-CERT to secure appropriate waivers or consents directly from the eligible employee.

5. **LIMITATIONS OF AUTHORITY.** MED-CERT shall not have authority to bind CLIENT in any manner pertaining to MED-CERT'S assessments, recommendations, findings or certifications in respect to any medical treatment or services. CLIENT, expressly, reserves the right to act based on its own judgment with respect to any and all claims or issues reviewed hereunder.

6. **CONFIDENTIALITY/OWNERSHIP.**

- (a) MED-CERT shall own all data, documents and software used or generated by it in the performance of its duties and shall have the right to retain copies of any documents provided to it by CLIENT.
- (b) It is acknowledged by both parties that the medical and personal information collected and reviewed in connection with the medical utilization reviews, and reports generated hereunder, are confidential and will not be released, disclosed or published by MED-CERT without the prior written consent of the subject individual.

7. **INSURANCE.** MED-CERT shall maintain during the term of this agreement, general liability insurance in an amount of not less than One Million (\$1,000,000.00) Dollars, and agrees to maintain professional liability insurance and shall require all medical professionals performing services for Med-Cert to maintain their own professional liability policies.

8. **INDEMNIFICATION.**

- (a) MED-CERT agrees to indemnify and hold harmless CLIENT, its employees and agents, with respect to any and all claims, suits, actions, liabilities and costs of any kind, including but not limited to reasonable attorneys fees, arising from or

out of MED-CERT'S activities hereunder; unless it is determined that such claim, suit, action, liability or cost was caused by or resulted from the negligence or misconduct of CLIENT, its employees or agents.

(b) CLIENT agrees to indemnify and hold harmless MED-CERT, its employees and agents with respect to any and all claims, suits, actions, liabilities and costs of any kind, including but not limited to reasonable attorneys fees, arising from client's activities in connection with this agreement; unless it is determined that such claim, suit, action, liability or cost was caused by or resulted from the negligence or misconduct of MED-CERT, its employees or agents.

9. **DISCLAIMER.** MED-CERT only makes recommendations concerning reimbursement of medical expenses and not decisions as to patients' care. Such decisions are solely determined by the eligible employee and his physician. MED-CERT accepts no responsibility or liability pertaining to the care and treatment of any eligible employee.

10. **TERM.** The term of this agreement shall be one (1) year from the date hereof and shall be automatically renewed from year to year thereafter subject to the termination provisions set forth below. In addition, any Business Associate addendum to this or any prior Client Agreement will remain in effect until terminated.

11. **TERMINATION.**

(a) This agreement may be terminated by either party, without cause, upon giving the non-terminating party ninety (90) days prior to written notice of its intention to terminate said agreement.

(b) This agreement may be terminated by either party, for cause, upon giving thirty (30) days prior written notice. Cause is defined as any material breach of the terms of this agreement, including CLIENT's failure to reimburse MED-CERT on a timely basis for its services rendered.

(c) Upon termination of this agreement if there are cases remaining open which require additional work, upon CLIENT'S specific authorization, MED-CERT shall continue to provide services for those cases and will bill CLIENT for the remaining services in accordance with the then applicable fee schedule.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first written above.

**MEDICAL CERTIFICATION, INC.**

**CITY OF WHITE HOUSE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# City of White House

*Parks, Recreation & Cultural Arts*

105 College Street  
White House, TN 37188  
Phone: 615.672.4350 x.2114  
Fax: 615.616.1057

**Ashley S.**  
Dire

**Linda Br**  
Office Administr

**Allison G.**  
Recreation Superinter.

**Steven Ru**  
Parks Maintenance Super

## MEMORANDUM

Date: April 7, 2010

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

From: Ashley Smith  
Director of Parks and Recreation

Re: Concrete outdoor basketball court

I initially received a call from Phil Kimbro with Acuity Insurance on February 9<sup>th</sup> regarding the insurance coverage once held by Dewayne Dotson at the time that he poured the outdoor basketball court at the Municipal Park. Mr. Kimbro said that the policy would not cover poor workmanship, and that he would try to make contact with Mr. Dotson. Following this conversation, I made a follow up call to him to request in writing what he told me verbally. That document is included in your packet, dated March 11<sup>th</sup>. Therefore no recovery is possible through the insurer.

I spoke to Finance Director, Charlotte Soporowski, about the funding availability through Parks Sales Tax to cover the basketball court replacement. We have a fund balance of \$414,000, and the cost to re-pour the 4,784 square feet of concrete is expected to be \$2.50-\$3.25 per square foot, or \$11,960-\$15,548. At the current level of debt obligations being paid out of the Parks Sales Tax Fund, and assuming a worst case scenario of no revenue growth, the fund would run out in 2020.

The way to make the court right is to re-pour 4" on top of the existing slab, and then the basketball goals will need to be raised accordingly to make the rim height correct.

I am very sorry for the mistake I made in paying too quickly, and sincerely regret what has happened. My hope is that I will be afforded the opportunity to correct this and therefore would appreciate your consideration.



February 16, 2010

DOTSON CONCRETE INC  
PO BOX 425  
WHITE HOUSE, TN 37188

RE: Claim # : MD0635  
DOL : 3/23/09

Dear Mr. Dotson,

We have received notice of the above claim. It alleges that the basketball court you completed for the city was improperly installed and will need to be repaired. We have reviewed your CB-0006 policy and find the following applies:

**EXCLUSIONS**

**This insurance does not apply to:**

**k. Damage to Property**

*Property damage to:*

(5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the *property damage* arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because *your work* was incorrectly performed on it.

**l. Damage to Your Product**

*Property damage to your product* arising out of it or any part of it.

**m. Damage to Your Work**

*Property damage to your work* arising out of it or any part of it and included in the *products-completed operations hazard*.

**n. Damage to Impaired Property or Property Not Physically Injured**

*Property damage to impaired property or*



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property that has not been physically injured,  
arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in *your product* or *your work*; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

Therefore, we are unable to process your claim. Should you have any questions regarding this letter, please contact this writer at 615 355-0210.

Sincerely,

Phil Kimbro

Field Claims Rep

DISCUSSION ITEMS....





# City of White House

*Parks, Recreation & Cultural Arts*

105 College Street  
White House, TN 37188  
Phone: 615.672.4350 x.2114  
Fax: 615.616.1057

**Ashley S**  
Dire

**Linda Bro**  
Office Administ

**Allison G**  
Recreation Superinten

**Steven Rus**  
Parks Maintenance Super

## MEMORANDUM

Date: April 7, 2010

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

From: Ashley Smith, Director of Parks and Recreation

Re: Discussion of Stadium Lighting, opinion of probable cost

I have obtained an opinion of probable cost from Tony Pezzi of Parsons Engineering concerning the stadium lighting replacement. The memo from Parsons is included in your agenda packet.

# ***PARSONS ENGINEERING, Inc.***

210 12<sup>th</sup> Avenue South, Suite 209

Nashville, Tennessee 37203

Phone: (615) 386-9396 Fax: (615) 385-0647

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

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**TO:** Ashley Smith – City of Whitehouse Parks and Recreation

**FROM:** Anthony Pezzi

**DATE:** March 22, 2010

**SUBJECT:** Football Field Lighting – White House, TN

I spoke with Doug Reynolds of Reynolds Electric to determine some of the existing conditions of the system. Here is how I understand the existing system. There are four free standing poles with concrete bases served by 7,200V utility company cables underground. The cables serve single phase transformers mounted on each pole which feed load centers at the top of each pole. The lights are all integral ballast type with 1,500W metal halide lamps. The 7,200V feed is controlled via oil switches mounted on the utility metering pole. The utility had maintained the lighting for many years but have recently deferred the maintenance back to the City. The poles are in good shape and are approximately 60 foot tall on the press box side and 90 foot tall on the opposite side. There are 16-20 lights per pole. The lighting system overall is old and in poor condition.

Our recommendation is to eliminate all of the 7,200V wiring and remove the transformers from the poles. Upgrade the lighting system to a 480V, 3 phase system with 1500W fixtures with integral ballasts operating at 480V served from a new panel at the top of the poles. The choice to replace the poles should be further evaluated by a structural engineer based on expected life and life of new equipment.

Our opinion of probable cost to replace the existing system including poles is \$140,000.00. Our opinion of probable cost to replace the existing system, but reuse the existing poles is \$100,000.00.