

CITY OF WHITE HOUSE  
Agenda  
*Board of Mayor and Alderman Meeting*  
August 19, 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 July 15, 2010 meeting.
6. Welcome Visitors
  - a. YMCA Presentation
7. Public Hearings
  - a. **Ordinance 10-12** - An ordinance amending the fiscal budget for the period ending June 30, 2011. Second Reading.
  - b. **Ordinance 10-13** - An ordinance amending the Municipal Code, Title 6, Chapter 1, Police and Arrest. Second Reading.
  - c. **Ordinance 10-14** - An ordinance amending Article V of the Zoning Ordinance as indicated below, for the addition of permitted uses for the C-5 Limited Office/Professional Zoning District. Second Reading.
8. Communication from Mayor, Aldermen, and 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	
10. Consideration of the Following Resolutions:

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  - a. **Resolution 10-11** - A resolution to approve the applicability of *Tennessee Code Annotated*, Section 64-5-606(c).

- b. **Resolution 10-12** - A resolution to approve the applicability of *Tennessee Code Annotated*, Section 65-5-603(d).
- c. **Resolution 10-13** - A resolution authorizing deposit accounts and related services.
- d. **Resolution 10-14** - A resolution regarding economic incentive guidelines and authorizing the industrial development board of the City of White House, TN to negotiate and accept payments in lieu of ad valorem taxes.

11. Consideration of the Following Ordinances:

- a. **Ordinance 10-12** - An ordinance amending the fiscal budget for the period ending June 30, 2011. Second Reading.
- b. **Ordinance 10-13** - An ordinance amending the Municipal Code, Title 6, Chapter 1, Police and Arrest. Second Reading.
- c. **Ordinance 10-14** - An ordinance amending Article V of the Zoning Ordinance as indicated below, for the addition of permitted uses for the C-5 Limited Office/Professional Zoning District. Second Reading.
- d. **Ordinance 10-15** - An ordinance amending the Municipal Code, Title 15, Chapter 7, Enforcement. First Reading.
- e. **Ordinance 10-16** - An ordinance to annex a certain property and incorporate same within the corporate boundaries of the City of White House, Tennessee. First Reading.
- f. **Ordinance 10-17** - An ordinance amending the Zoning Map for a 1.83 acre property referenced as Robertson County Tax Map 95, Parcel 99 from Robertson County Agricultural to R-20, Low Density Residential. First Reading.
- g. **Ordinance 10-18** - An ordinance amending the Zoning Map for a 0.88 acre property referenced as Robertson County Tax Map 107 B, Parcel 5 from R-20, Low Density Residential to C-5, Limited Office/Professional Service District. First Reading.

12. Finance

- a. To approve or reject surplusing the kitchen appliances located inside City Hall. The Parks and Recreation Director recommends surplusing the appliances

- c. To approve or reject Cope's Crossing Lift Station Change Order #3. The Wastewater Director recommends approving Change Order #3.
- d. To approve or reject GEO-Jobe GIS Consulting's Option #2 for GPS Mapping/Record Keeping for Wastewater. The Wastewater Director recommends approving Option #2.
- e. To approve or reject a one-year contract renewal with Rogers Group, Inc. for paving. The City Engineer recommends approving the renewal.
- f. To approve or reject a one-year contract renewal with Sessions Paving Company for roadway repair. The City Engineer recommends approving the renewal.
- g. To approve or reject either Barge Waggoner Sumner & Cannon or Gresham, Smith and Partners for electrical engineering services for stadium lighting.

### 13. Discussion Items

- a. No discussion items were submitted.

### 14. Adjournment

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

1. Call to Order by the Mayor

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

2. Prayer / Pledge

Prayer and Pledge to the American Flag by Aldermen 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 June 17, 2010 meeting.

Motion was made by Ald. Bracey, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **June 17, 2010 minutes were approved.**

6. Welcome Visitors

Mayor Decker welcomed all visitors.

7. Public Hearings

- a. **Ordinance 10-11** - An ordinance amending the Municipal Code Title 18, Chapter 3 Sewer Rates, Fees and Charges. Second Reading. **No one spoke for or against.**

8. Communication from Mayor, Aldermen, and City Administrator

- a. Alderman Hutson spoke to how well the Fourth of July activities went.
- b. Alderman Bibb and Alderman Bracey mentioned that they have received comments from citizens expressing their appreciation of the Veteran's

Memorial. They thanked Alderman Mike Arnold and James Milam for their hard work on this.

- c. Alderman Bracey mentioned how wonderful it is that the oil leak in the Gulf of Mexico has been stopped.
- d. Alderman Arnold questioned why injuries are up this year and if TOSHA found anything. City Administrator Angie Carrier said there have been no major injuries this year and TOSHA did not have any findings.
- e. City Administrator Angie Carrier stated that the ICSC Kentucky/Tennessee meeting is next week and that she will be out of the office on Tuesday and Wednesday to attend.
- f. City Attorney David Amonette mentioned the MTAS opinion regarding the mayoral election. He stated that the MTAS opinion is that an alderman cannot run for both mayor and alderman in the same election as the offices cannot be held by the same individual. He stated that this opinion was offered for a private charter structured government. The Sumner County Election Commission has requested another opinion from MTAS for a Mayor-Aldermanic general law structured government. He will update the Mayor and Alderman once he has received information from MTAS.

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.

Mayor Decker commented on the increase in revenues that were reported in the Financial Reports. City Administrator Angie Carrier confirmed that for the last two months we have had an increase in sales tax revenue.

A voice vote was called for with all members voting aye. **Reports were acknowledged and ordered to be filed.**

10. Consideration of the Following Resolutions:

- a. **Resolution 10-10** – A resolution authorizing an agreement between the governing board of the city of White House of Sumner/Robertson Counties, State of Tennessee and the Nashville Area Chapter of the American Red Cross authorizing the use of the White House Municipal

Center as a mass care shelter when required for the conduct of Red Cross Disaster Services activities.

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

11. Consideration of the Following Ordinances:

- a. **Ordinance 10-11** - An ordinance amending the Municipal Code Title 18, Chapter 3 Sewer Rates, Fees and Charges. Second Reading.

Motion was made by Ald. Bibb, second by Ald. Bracey to approve. A roll call vote was requested by Mayor Decker: Ald. Arnold – aye; Ald. Bibb - aye; Ald. Bracey – aye; Ald. Hutson – aye; Mayor Decker – aye. Motion was approved. **Ordinance 10-11 was approved on Second Reading.**

- b. **Ordinance 10-12** - An ordinance amending the fiscal budget for the period ending June 30, 2011. First Reading.

Motion was made by Ald. Arnold, second by Ald. Bracey to approve. A voice vote was called for with all members voting aye. Motion was approved. **Ordinance 10-12 was approved on First Reading.**

- c. **Ordinance 10-13** - An ordinance amending the Municipal Code, Title 6, Chapter 1, Police and Arrest. First Reading.

City Administrator Angie Carrier explained that Section 6.10 needed to be amended. The section regarding Impoundment Fees needed to be removed as this language is already included in a different section of the Municipal Code.

Motion was made by Ald. Bracey, second by Ald. Arnold to approve as amended. A voice vote was called for with all members voting aye. Motion was approved. **Ordinance 10-13 was approved on First Reading.**

- d. **Ordinance 10-14** - An ordinance amending Article V of the Zoning Ordinance as indicated below, for the addition of permitted uses for the C-5 Limited Office/Professional Zoning District. 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. Motion was approved. **Ordinance 10-13 was approved on First Reading.**

12. Finance

- a. To approve or reject the Retail Study and Market Materials Agreement with The Shopping Center Group. The City Administrator recommends approving the agreement.

Motion was made by Ald. Bibb, second by Ald. Bracey to approve. A voice vote was called for with all members voting aye. Motion approved.  
**The Shopping Center Group Agreement was approved.**

- b. To approve or reject the Senior Citizen Catering Contract for the 2010 - 2011 fiscal year. The Parks and Recreation Director recommends approving Becky Butler Catering's bid.

Motion was made by Ald. Arnold, second by Ald. Bracey to approve. A voice vote was called for with all members voting aye. Motion approved.  
**Becky Butler Catering's bid was approved.**

13. Discussion Items

- a. No discussion items were submitted.

14. Adjournment

Meet was adjourned at 7:18 p.m.

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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 July 2010

**Administration**

To begin the new fiscal year, the City Administrator was asked to be a part of the Robertson County Retiree committee. Discussions of tracking people who contact the Chamber or a real estate representative from the advertisement of Robertson County was discussed, as well as, new materials and media that could be utilized to promote Robertson County.

Staff attended the Hazard Mitigation Applicant briefing in Carthage, TN. This meeting was to go over eligibility requirements for the local communities to apply for the mitigation grant program. There are a very limited amount of projects that the City of White House will be eligible for with the requirements of this grant. The City will pursue all monies that may prevent flooding in the future.

TVA visited the City to review the potential of the City of White House to be a location for a Data Center. Staff reviewed all utilities and available properties that may suit the needs of a data center and TVA will be following up with broadband capabilities and qualifying potential sites.

The City was selected by the Tennessee Municipal League Risk Pool to review potential Loss Control Guidelines for contractual agreements. The Parks Director and City Administrator reviewed the guidelines and went over "what-if" scenarios and gave feedback to better word the guidelines for municipalities to utilize.

The City Administrator attended the ICSC Tennessee/ Kentucky Alliance conference this month to network and meet with developers and retailers about the potential of White House. It was a very productive show and seemed to be beneficial with new introductions.

The City Administrator attended the Senior Executive Institute Alumni Program in Charlottesville, Virginia at the University of Virginia at the end of the month. The classes were titled "Unexpected Transition: What happens when they stop playing my tune?" "Dancing into the Future", "The Spirit of Leadership: Invitation to the Dance", and "What the Public Wants-Who knows?" This opportunity was very meaningful to the City Administrator in that it provided great conversation and opportunities to discuss with peers as to what they would do in certain scenarios. It gives the opportunity to compare notes. It also provides a boost and rejuvenation to the participants such as discussing where we get our energy and how do I re-energize? It makes us look at quotes as to "If you choose to do the job; then enjoy it!"

<b>Website Management</b>			
	<b>July</b>	<b>FY 10 - 11</b>	<b>FY 09 - 10</b>
Number of Internal Requests for Website Updates	10	10	73
Visits	7,787	7,787	89,307

Our city website has had 7,787 visits during the month of July, which was a decrease of 256 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, TN	3,721
Gallatin, TN	390
Clarksville, TN	290
White House, TN	239
Franklin, KY	208
Hendersonville, TN	172
Brentwood, TN	123
Madison, TN	108
New York, NY	107
Springfield, TN	46

Did you know 36% of this month's visitors accessed the City's website directly and 39% of visitors accessed the website through the Google search engine? In addition, the percentage of returning visitors was 50% and 50% of visitors were new to the website. Our website was accessed by visitors in 48 different countries from around the world.

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

**Finance Section**

During the month of July, \$8,209.00 in taxes trickled in on last year's tax bills. As of July 30, 2010, there is still 5% of the total property tax base outstanding, which is exactly where we were last year at this point.

The Cemetery Board meeting took place in July. The Accounting Specialist attended in place of the Finance Director, who was on vacation. The financial reports were delivered with no notable comments other than the fact that revenues continue to exceed expenditures for the Cemetery. A part-time cemetery groundskeeper position was added as a part of the 2010-2011 budget, and that position is currently posted with approximately 12 hours per week budgeted. The Cemetery Board voted to add a rule to the rules and regulations that require an affidavit of heirship or a probated will for someone to claim cemetery property that had been sold to a deceased ancestor. The Board welcomed Craig Johnson and elected Tommy Pond as new chairman to fill the position resigned by Randy Cline.

The Purchasing Coordinator has been extremely busy working with all departments to complete the requisition or sealed bid processes and issue new purchase orders for the 2010-2011 fiscal year.

The Finance Department welcomed Lonnie Goode during the month of July as the IT function transferred from Planning and Codes to the Finance Department.

**Performance Measures**

**Major Fund Balances**

<b>Fund</b>	<b>Cash Balance</b>	<b>Investment Account Balance</b>
General Fund	\$240,234.10	\$1,428,602.68
Sanitation	\$178,304.91	\$150,202.28
Wastewater	\$220,415.91*	\$787,868.07

- All Fund Balances are bank balances reported as of August 9, 2010.
- \*The Wastewater Fund balance should be reduced by a significant Due To balance for the Sanitation Fund at \$165,842.76.

**Payroll**

<b>Number of Payrolls</b>	<b>Number of Checks and Direct Deposits</b>	<b>Number of adjustments</b>	<b>Number of Void Checks</b>
2 regular	1 paper check 206 direct deposits	0 Retroactive Adjustments	0 Voids

## Accounts Payable

	<b>July</b>	<b>FY</b>	<b>Last July</b>	<b>Last FY</b>
<b>Total Invoices Processed</b>	<b>286</b>	<b>286</b>	<b>191</b>	<b>191</b>

## 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
<b>Calls</b>	160	16	48	8	77	3	2	6	10	9	12	351
<b>Customers</b>	69	5	2	7	8	1	0	1	0	0	15	108

Finance	Accounts Payable	Business License	Property Tax	Court	Purchasing	Finance Directors Office	Total
<b>Calls</b>	2	8	28	63	51	8	160
<b>Customers</b>	0	9	6	52	2	0	69

## Purchase Orders

Codes	10	\$7,755.21
Fire	15	\$13,090.08
Police	32	\$59,203.21
Human Resources	0	\$0.00
Engineering	8	\$795,362.55
Administration	5	\$10,741.15
Finance	6	\$2,373.25
Court	0	\$0.00
Library	6	\$1,008.39
Waste Water	24	\$1,053,162.28
Public Works	25	\$32,556.72
Sanitation	14	\$26,994.76
Parks	50	\$433,127.22
Bldg. Maintenance	8	\$4,521.03
Cemetery	1	\$9,750.00
<b>Total</b>	<b>204</b>	<b>\$2,449,645.85</b>
Void	5	

	NUMBER OF PO'S	Value of PO's
<b>PURCHASE ORDERS \$0-\$999</b>	153	\$41,122.75
<b>PURCHASE ORDERS \$1000-\$9999</b>	40	\$134,499.33
<b>PURCHASE ORDERS OVER \$10,000</b>	11	\$2,274,023.77
<b>Total</b>	<b>204</b>	<b>\$2,449,645.85</b>

## Emergency Purchase Orders – July

Number	Vendor	Items	Amount	Nature of Emergency	Department
14697E	Smith Turf	Toro irrigation	\$452.00	Football Stadium	Parks

	Irrigation	controller			
14698E	Landscapes and Irrigation Co.	Installation of Controller	\$150.00	Football Stadium	Parks
14588E	Rogers Group	Gravel	\$534.16	Install tank for parks project	Wastewater

### Business License Activity

<u>Opened</u>	<u>Closed</u>	
7	0	
<u>Cumulative Information</u>		
<u>Class</u>	<u>Total Licenses</u>	<u>Delinquencies</u>
1	39	32
2	138	98
3	262	116
4	195	83
Total	634	329
Delinquency Rate		52%

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

Description	Total Charges
Child Restraint 4-15 (1 <sup>st</sup> Offense)	4
Child Restraint-under 4	0
Anti-Noise Regulations	1
Improper Backing	0
Failure to Yield Right of Way	4
Financial Responsibility Law	37
Following Too Closely	1
Motor Vehicle Requirements	0
Improper Passing	1
Drivers Exercise Due Care	9
Codes Violations/Animal Control	0
Drivers License Law	4
Stop Signs	6
Open Container Law	2
Parking Violation	0
Vehicle Registration Law	11
Seat Belt Violation – 18 and Older	36
Speeding	64
Careless Driving	3
Disobedience to Traffic Control Device	1
Closed Road	0
Total	184

### **Municipal Court – Case Disposition**

<b>Disposition</b>	<b>Total</b>
Ticket Paid in Full – Prior to Court	65
Guilty as Charged	7
Dismissal	6
Dismissed upon presentation of insurance	34
Not Guilty	0
Dismissed to Traffic School	24
Dismissed with Costs and Fines	39
Dismissed with Costs	7
Dismissed with Fines	2
Case Transferred to County	0
Dismissed with Public Service	0
Total	184

## July 2010 Monthly Report

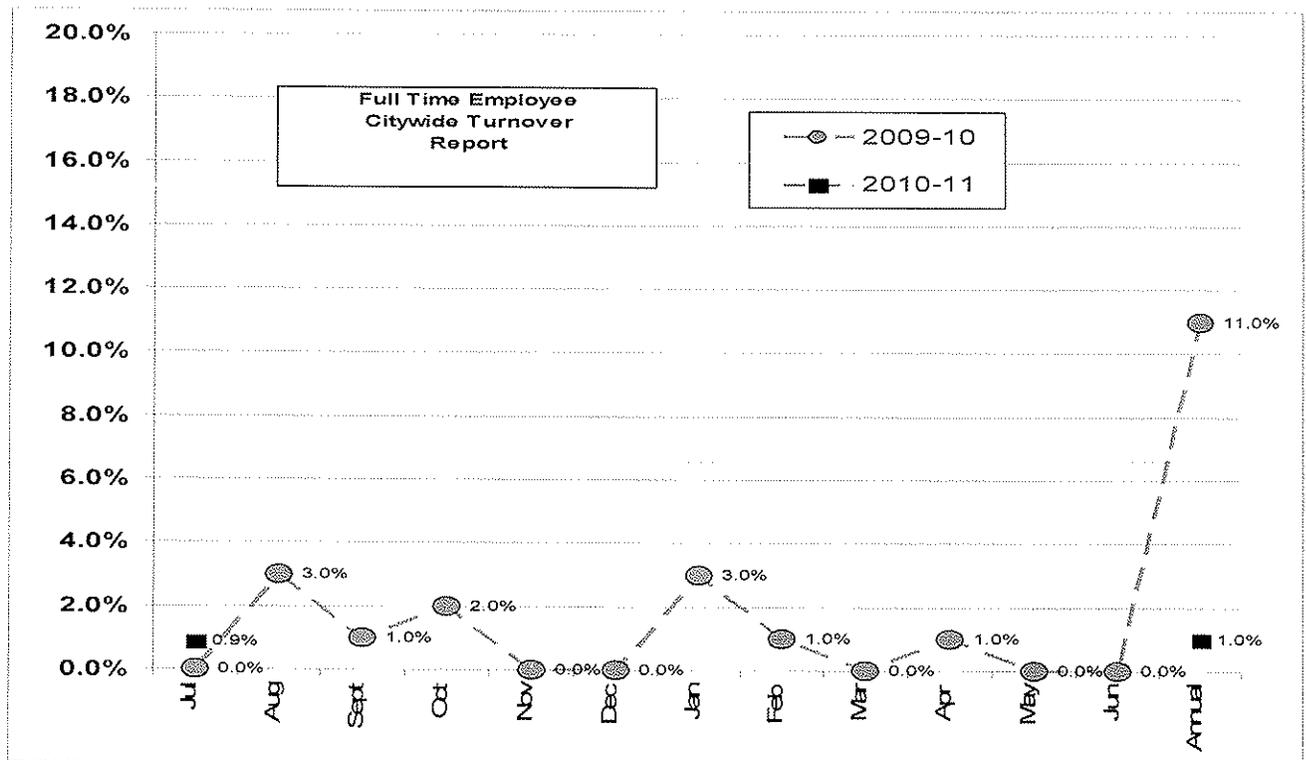
### Human Resources:

- Began auditing personnel files
- Began auditing I-9 information
- Continued HR cross-training toward developing internal SOPs
- Revised three job descriptions
- Created system to track insurance related issues
- Continued revision of personnel manual
- Held first performance evaluation committee meeting
- Prepared quarterly unemployment report
- Updated NIMS and FMLA tracking systems
- Drafted Social Media Policy

### Key Performance Indicators (Performance Measurements)

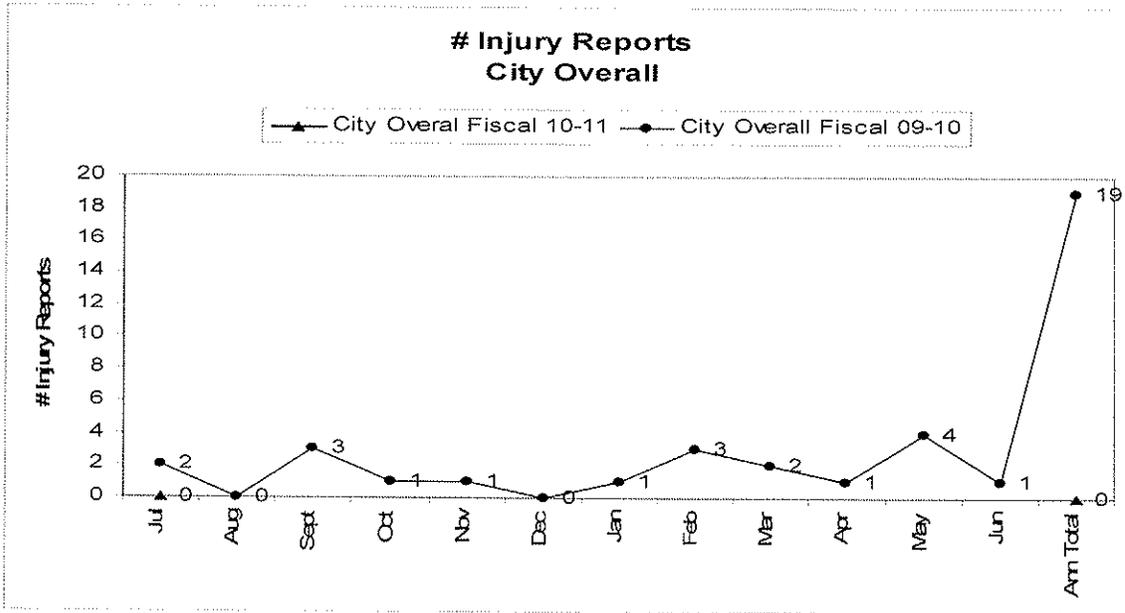
#### Citywide Turnover

- Turnover overall for July 2010 for fulltime employees was **1%**, an increase from July 2009 (**0%**).
- Fiscal Year 2009/10 turnover for employees finished at **11%**, down from FY 2008/09 (**16.9%**).

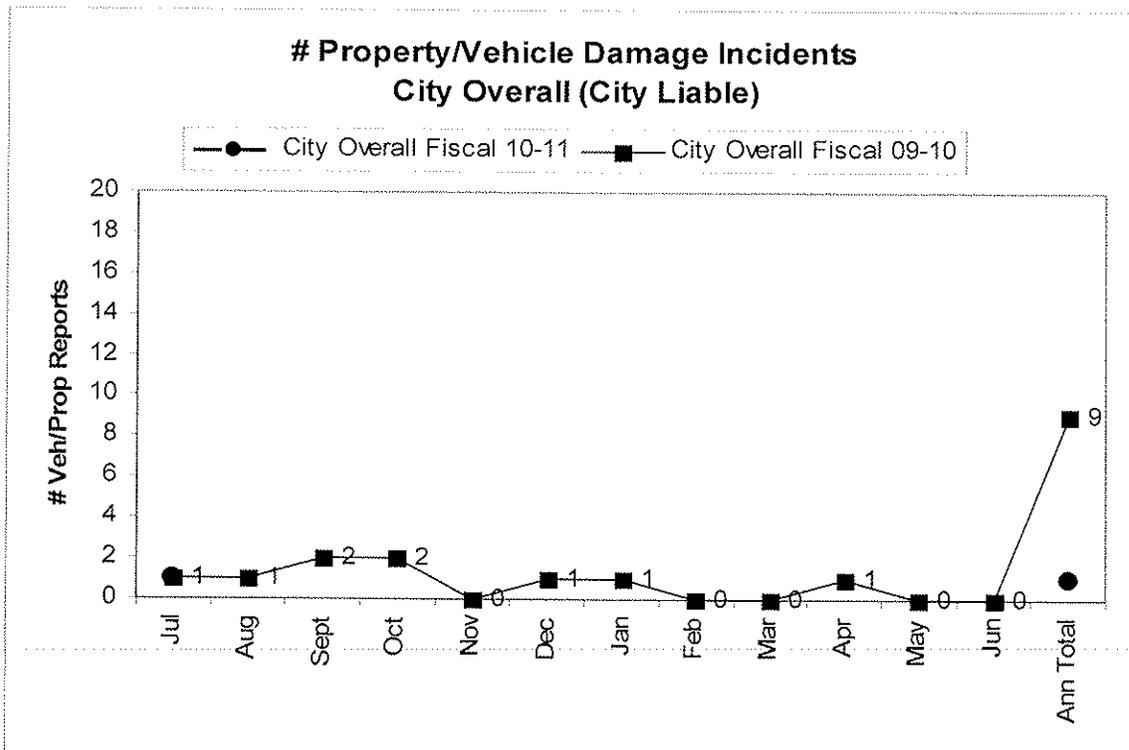


## Safety

- Accidents resulting in injury in July 2010 were 0, down from July 2009 (4).



- Vehicle/Property damage claims for the month of July 2010 is 1, up from July 2009 (0).



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

**Departmental Highlights**

- On Thursday, July 15<sup>th</sup>, Libby Scannell, Secretary, and Carol Sturm, Purchasing Coordinator, had a meeting with Brian Hubert of Cartridge World of Nashville. Cartridge World is a globally recognized world leader in ink and toner refilling. The City Offices, along with the Police Department, will be utilizing Cartridge World services. We are hoping to not only be environmentally conscious by using and recycling ink and toner cartridges, but to save roughly 40% in cost compared to buying new ink and toner cartridges.

**Monthly Meetings/Civic Organizations**

- Chief Herman attended the Tennessee Crime Prevention Coalition meeting on July 16<sup>th</sup>, in Nashville.
- Chief Herman attended the White House Heritage High School ribbon cutting on Sunday, July 18<sup>th</sup>.
- Chief Herman and Captain Ring attended the Sumner County Gang Update meeting on July 22<sup>nd</sup>, in Sumner County.
- Chief Herman attended the Sumner County Drug Task Force meeting held in Gallatin.
- Captain Mingledorff attended the weekly Rotary Club meeting on Thursday, July 29<sup>th</sup>.
- Captain Mingledorff attended the monthly safety meeting on Tuesday, July 27<sup>th</sup>.

**Police Department Performance Measurements**

1. ***Acquire and place into service one Police Patrol Vehicle by October 5, 2010.***  
We have ordered through the state purchase contract a 2010 Ford Crown Victoria Police Pursuit Vehicle from Alexander Automall in Murfreesboro. Bids for equipment for the vehicle have been requested from vendors. We will acquire grant funds to supplement \$15,000.00 of the cost.
2. ***Acquire and place into service an Animal Control vehicle by December 31, 2010.*** We have ordered through state purchasing contract a 2010 Ford F150 from Alexander Automall in Murfreesboro. Bids for Equipment for the Animal Control vehicle have been requested from vendors.
3. ***Acquire and place into service three in-car digital cameras by February 28, 2011.*** A grant application has been submitted to the Governor's Highway Safety Office to purchase this equipment.
4. ***Acquire and place into service three in-car radar units by February 28, 2011.*** A grant application has been submitted to the Governor's Highway Safety Office to purchase this equipment.

5. *To work with the Robertson County Emergency Communications District E-911 to consolidate our Communication Center with theirs for use by June 30, 2011.*
6. *Achieve accreditation from the Tennessee Law Enforcement Accreditation program by June 3, 2013.* An application has been submitted and accepted. Files have been created for each of the 150 standards. City ordinances for Law Enforcement have been amended and pending approval.
7. *Acquire grant funds to unfreeze the police patrol officer position.* A grant application with the Department of Justice COPS program has been submitted.
8. *Conduct two underage alcohol compliance checks during the Fiscal Year 2010-2011.*
9. *Maintain or reduce TBI Group A offenses at the three-year average of 72 per 1, 000 population during the calendar year of 2010.*

<b>Group A Offenses</b>	<b>July 2010</b>	<b>Per 1,000 Pop.</b>	<b>Total 2010</b>	<b>Per 1,000 Pop.</b>
<b><i>Serious Crime Reported</i></b>				
Crimes Against Persons	19		102	
Crimes Against Property	45		266	
Crimes Against Society	23		194	
<b><i>Total</i></b>	87	9	562	56
<b>Arrests</b>	33		320	

*\*TBI 2008 Population Estimate – 10,048.*

10. *Maintain or exceed a Group A crime clearance rate at the three-year average of 33% during calendar year 2010.*

<b>2010 CLEARANCE RATE</b>		
<b>Month</b>	<b>Group A Offenses</b>	<b>Year to Date</b>
<b>July</b>	35%	51%

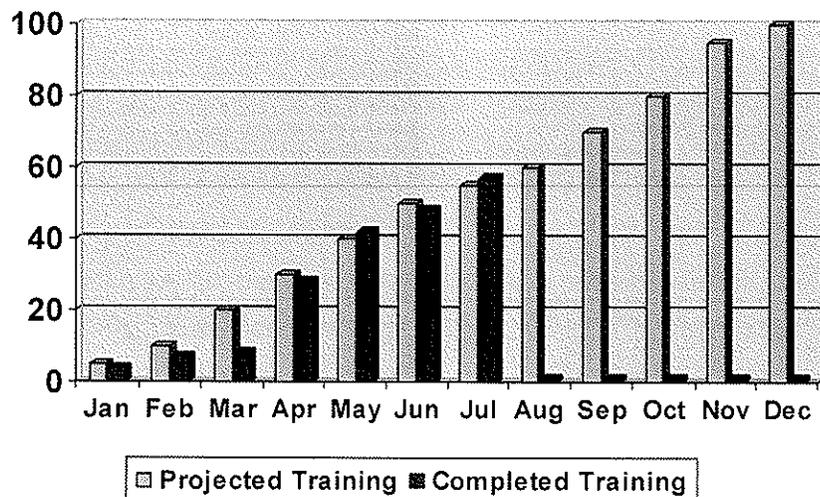
11. *Maintain a traffic collision rate at or below the three-year average of 258 collisions by selective traffic enforcement and education through the Governor's Highway Safety Program during calendar year 2010.*

	JULY 2010	TOTAL 2010
Traffic Crashes Reported	17	166
<b>Enforce Traffic Laws:</b>		
Written Citations	150	1,350
Written Warnings	118	490
Verbal Warnings	106	1,384

12. *Maintain an injury to collision ratio of not more than the three-year average of 21% by selective traffic enforcement and education during the calendar year 2010.*

COLLISION RATIO				
	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
JULY 2010	17	4	24%	19%

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



- Cpl. Carney attended two training classes in July. He received 20 hours covering Managing Confidential Informants and 16 hours of Leadership for First Line Supervisors.
- Officer Keith Anglin & Officer Bob Parks attended the Basic Crash Investigation class at the Tennessee Law Enforcement Training Academy on July 18<sup>th</sup> to July 22<sup>nd</sup>.

## Community Relations

- White House Police Department Officers and Explorers assisted with events in the park at the July 4<sup>th</sup> celebration on Saturday, July 3<sup>rd</sup>.
- Sgt. Eric Enck instructed Traffic school on Thursday, July 8<sup>th</sup>.
- On Thursday, July 15<sup>th</sup>, several Police Department employees attended the Public Safety Luncheon hosted by First Baptist Church.
- Public Safety Awareness Day is scheduled for Labor Day, Monday, September 6<sup>th</sup>.

### *DARE*

- Summer Break. Program resumes in August.

### *Citizens Police Academy*

- The next class is scheduled for February 2011.

### *Wheels in Motion*

- Summer Break. Program resumes in August.

### *Captain Street Smart*

- Captain Mingledorff spoke to 36 Kindergarten thru 4<sup>th</sup> grade students of the H. B. Williams Elementary School Backpack Summer program about Bicycle and Vehicle Safety, Stranger Danger, Online Computer Safety, and Bullying on Wednesday, July 28<sup>th</sup>.

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

- Nothing to report at this time.

## Communications Section

	July 2010	Total 2010
Calls for Service	852	6,565
911 Calls	36	358
Alarm Calls	31	217

## Animal Control

	July 2010	Total 2010
Complaint Calls	34	229
Animal Contacts	15	118
Returned to Owner	7	57
Sent to County Impound	8	54
Adopted	0	7
Animal Bite Incidents	2	7
Traps Set	1	7

## Request for Reports

	July 2010	FY 2010-2011
Requests for Reports	38	274
Amount taken in	\$45.50	332.55
Tow Bills	0	\$655.00
Emailed at no charge	20	*

\*Collection of data began in May 2010.

## Staffing

- A Chief's interview was held on July 22<sup>nd</sup>, for the selection of a new police officer in replacement of the resignation of Officer Brandon Maynard. Danny Ward was offered a position with the White House Police Department to begin his employment on August 9<sup>th</sup>.
- Officer Erinn Martin should complete her 12 weeks of Field Officer Training the second week of August and should be actively on the road.

## *Volunteer Reserve Officers*

- On July 27th, the Reserve Officers had training on building clearing and searches.

## *Volunteer Police Explorers*

- The White House Police Explorers assisted with a Truck Show at the White House Park on July 17<sup>th</sup>.

## *K-9*

- Ofc. Ghee and K9, Nike, attended their monthly training.

## *Sumner County Emergency Response Team*

- Cpl. Segerson and Ofc. Brisson attended the required monthly training.

# City of White House Fire Department Monthly Report for July 2010

## **Summary of Month's Activities**

### **Fire Operations**

The Department responded to 60 requests for service during the month with 38 responses being medical emergencies. The Department also responded to three mulch/ landscape fires during the month two were located at businesses and occurred after their business hours. Both fires were extinguished by fire personnel there were no property damage reported other than the landscaping. The other fire response occurred on July 4<sup>th</sup> and according to the homeowner was caused by a neighbor's fireworks there was not any property damage reported with this incident.

The department responded to 3 motor vehicle accidents with reported injuries, with 4 non-critical patients being transported to area hospitals.

On July 30<sup>th</sup> at 11:49pm the Department was requested to assist the Police Department with the thermal imaging camera to perform a search for a subject who fled during a traffic stop. After approximately 50 minutes fire units were released from the incident, the subject was not found.

### **Fire Administration**

During the July 4<sup>th</sup> event Chief Palmer and Fire Marshal Sisk worked with the fireworks contractor throughout the day to ensure a safe display. That evening to secure a safe zone around the display site during the show nine fire department personnel were utilized.

Chief Palmer attended the Tennessee Fire Chief's Conference July 12<sup>th</sup> & 13<sup>th</sup> in Nashville for training that included; Fast Track Incident Command, The May 2<sup>nd</sup> Floods Lessons Learned, and Firefighter Physical Fitness.

On July 20<sup>th</sup> Chief Palmer and Fire Marshal Sisk attended the Robertson County 911 Meeting at the new 911 Center. The new dispatch center has been completed and operations have been moved to the new location as of July 30<sup>th</sup>.

On July 27<sup>th</sup> Chief Palmer chaired the monthly Safety Committee Meeting all city departments were represented and two Supervisor Accident reports were reviewed.

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

- Complete the annual apparatus fire pump testing by December 1<sup>st</sup>, 2010
- Complete our annual fire hose testing by October 30<sup>th</sup>, 2010
- Complete our annual ground ladder testing by November 30<sup>th</sup>, 2010
- Send four firefighters to the Driver/Pump Operator course at the State Fire Academy and complete it by June 1<sup>st</sup>, 2011
- Send two firefighters to the State Fire Academy to the Smoke Diver course by December 1<sup>st</sup>, 2010
- Complete our annual fire hydrant service by August 1<sup>st</sup>, 2010
- 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 May 1<sup>st</sup>, 2011

### Departmental Highlight

On July 12<sup>th</sup> firefighters Mike Bogle and Jimmy Johnson began the first week of the Fire Apparatus Driver Operator class at the state fire academy. The class is a total of 90 hours of instruction that includes safe driving practices, fire apparatus maintenance, and pump operation at emergency scenes.

### 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)	0
Cooking/Electrical Fires	0	Vehicle Accidents(With injuries)	3
Vehicle Fires	0	Rescue	0
Grass, Brush, Trash, Fires	3	False Alarms/Calls	12
Hazmat	0	Assist other Governmental Agency	0
Other Calls	4	Total Responses for the Month	60
Emergency Medical Responses	38	Total Responses Year to Date	60

#### Fire Fighter Training

Total Training Man-hours for the Month	385.5	Total Training Man-hours Year to Date	385.5
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#### Fire Inspection

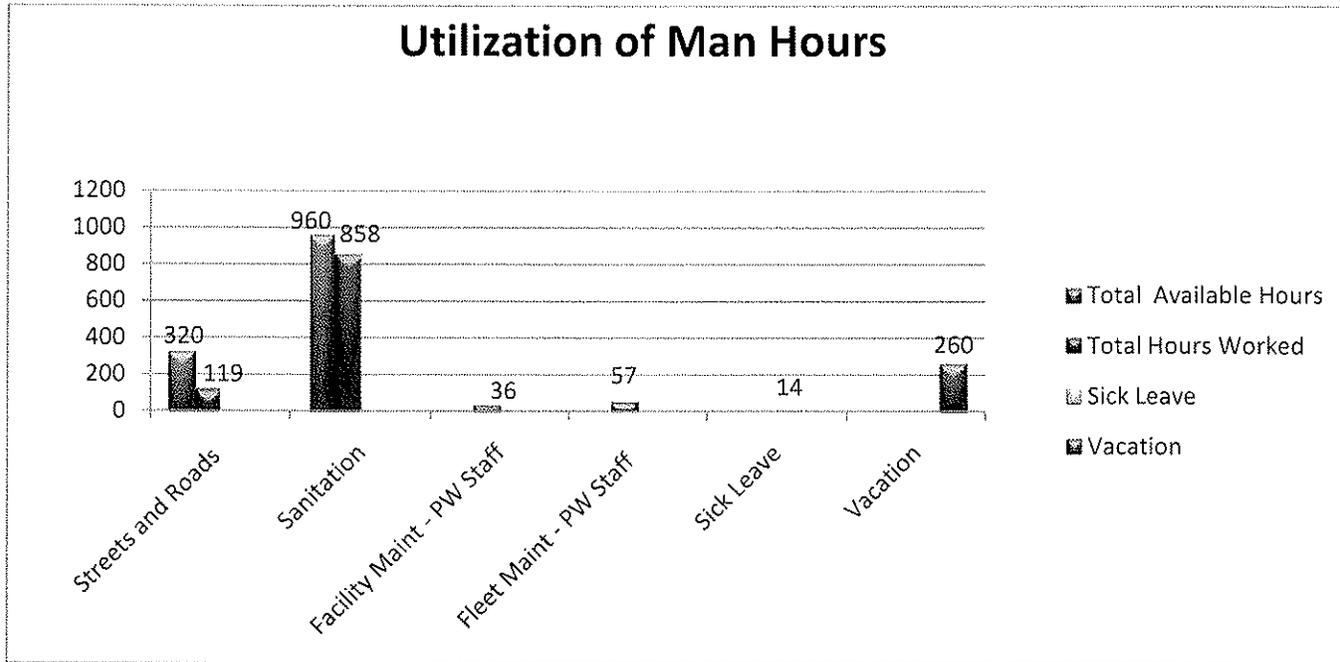
Fire Inspections	9	Year to Date	9	Plat / Plan Reviews	1	Year to Date	1
Fire Investigations	1	Year to Date	1	Fire Preplans	2	Year to Date	2

#### Public Fire Education

Participants	133	Education Hours	11
Participants Year to Date	133	Education Hours Year to Date	11
Number of Occurrences	10	Number of Occurrences Year to Date	10

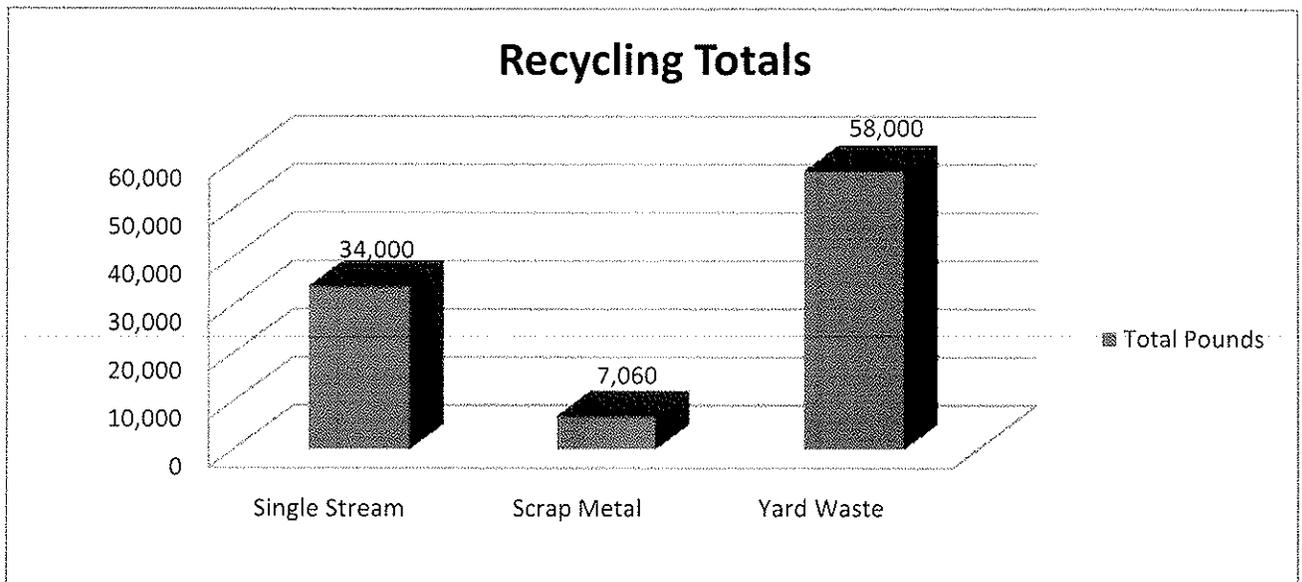
**City of White House  
Public Works  
July 2010**

**Monthly Performance Indicators**



The above chart represents the number of man hours vs. the total number of hours worked for the month of July by department. It also represents the number of sick and vacation days used. There is no longer a vehicle maintenance mechanic; routine maintenance has been performed by the Public Works staff on vehicles as needed.

**Recycling**



The above chart shows estimates of single stream recycling and yard waste recycling.

**Wood Chips**

There were a total of 7 citizens who took advantage of the free wood chips given away totaling 4,000 pounds.

**Convenience Center**

There were a total of 3 citizens that utilized our Convenience Center for the month of July. Total revenue that was received was \$629.90 Received revenue includes steel and oil brought in by citizens that was recycled. Total operating cost for the month of July to be determined.

**City of White House Clean up days**

For the month of July there were a total of 72 citizens who took advantage of the free drop off service provided by the City of White House. Citizens seemed to appreciate being able to bring items in at their convenience opposed to 2 designated weeks in the spring and fall.

<b>Year to Date Total</b>	72
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**Sanitation Enterprise Fund Totals**

**Monthly Performance Indicators**

<b>Number of customers billed</b>	<b><u>Total Billed</u></b>	<b><u>Total Billed Year to Date</u></b>	<b><u>Revenue Received</u></b>	<b><u>Revenue Received Year to Date</u></b>
3,791	Net Amount Billed \$56,250.20	\$56,250.20	\$54,080.57	\$54,080.57

**Staffing**

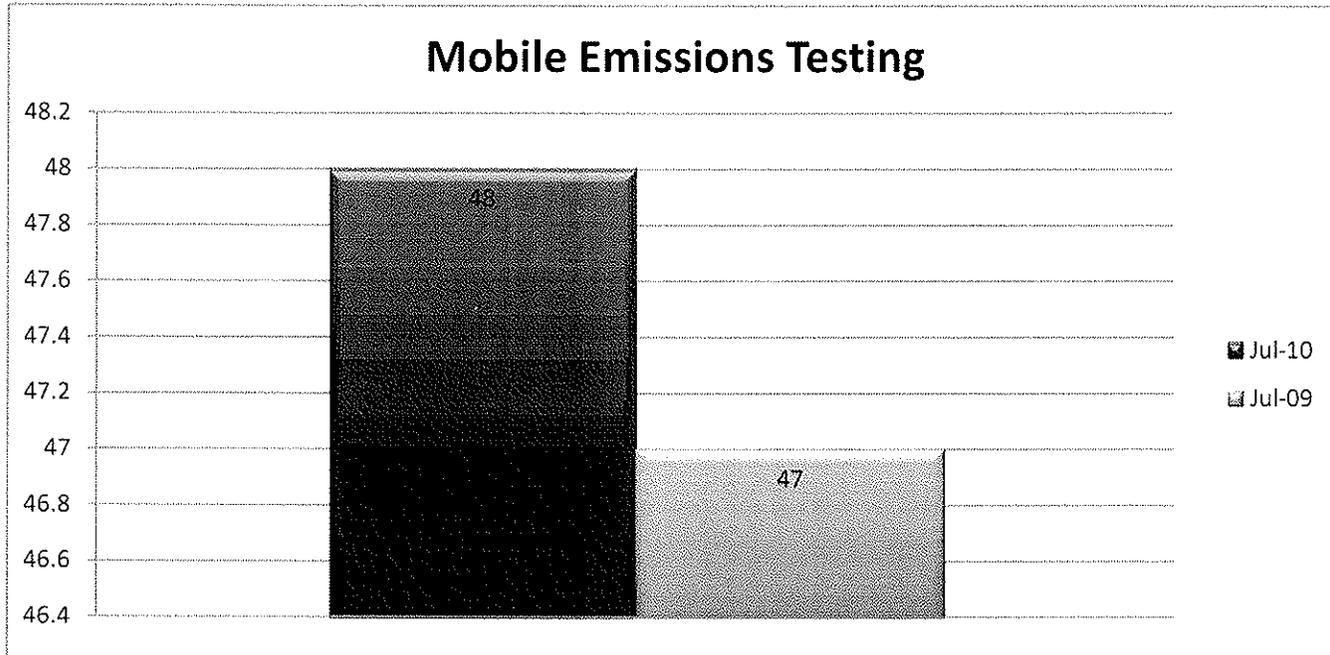
The public works department is authorized 14 full time employees. Currently we are down one full-time Street and Roads position, and one Mechanic position. Due to the hiring freeze these positions will remain open at this time.

**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 July, we had a total of 54 citizens that utilized the mobile emissions testing station located at the Public Works Facility. See the chart below and notice the usage since July of 2009.



### Departmental On-Site Safety Training July 2010

- Understanding heat illness
- Attendance & Call-ins

### JULY 2010 TRUCK POUNDAGE AND FUEL COSTS

- 19.10 average tons per day 611,780 pounds for the month of July.
- Total tonnage for the month of July was 305.89
- Total cost of fuel used for truck # 319 \$589.00
- Total cost of fuel used for truck # 320 \$1,016.42
- Total cost of fuel used for truck # 323 \$435.49
- Total cost of fuel used for #324 \$285.33
- Total cost of fuel for July = \$2,326.24

\*Fuel decreased \$233.80 from the month of June.\*

July 2009 – June 2010	Year to Date Totals
Tons per day	19.10
Pounds for 1 month	611,780
Tonnage for 1 month	305.89
Fuel used Truck #319	\$589.00
Fuel used Truck #320	\$1,016.42
Fuel used Truck # 323	\$435.49
Fuel used #324	\$285.33
Total Fuel cost for 1 month	\$2,326.24

**JULY B.M.A. REPORT 2010****MONTHLY INDICATORS  
STREETS AND ROADS/SANITATION**

<i>SERVICES PROVIDED</i>	<i>TOTAL</i>	<i>YTD</i>
BRUSH PICK UP	246	246
	Stops	Stops
BRUSH TRUCK LOAD	33	33
EMERGENCY CALL OUTS	0	0
DAMAGED CARTS REPLACED	12	12
NEW CARTS FOR NEW HOME CONSTRUCTION	6	6
ADDITIONAL CART REQUEST	1	1
CURBS REPAIRED	0	0
SHOULDERS REPAIRED	0 feet	0 feet
DRAINAGE REQUESTS	1	1
DRAINAGE WORK	0 feet	0 feet
LITTER PICK UP (50 GALLON BAGS)	88 = 6 bags per day	88 bags
LITTER PICK UP PER DAY (MILES)	120 = 8 miles per day	120 Miles
POTHLES REPAIRED	4	4
SALT USAGE (TONS)	0	0
SIGNS INSTALLED	3	3
HANDICAPPED PICK UP	79 Homes	79 Homes
MOVE IN SPECIAL PICK UP	4	4
MOVE OUT SPECIAL PICK UP	2	2
DEAD ANIMAL REMOVALS	2	2
CITIZENS REQUESTING A PICK UP DUE TO FORGETTING TO PLACE CART AT CURB AFTER ROUTE HAS BEEN COMPLETED.	8	8



## Wastewater Department Monthly Report for July 2010

### **Summary of Month's Activities:**

#### **Administration:**

Update on the SRF/ARRA funded Cope's Crossing project: The project is 43% completed with the contractor having installed the wet-well, seven manholes, 1,050 linear feet of line, two road bores of Tyree Springs and the Vapex odor control unit. The Contractor has submitted and received payment on four disbursement requests. We have submitted five disbursement requests to SRF and received payment on three.

The State Revolving Fund (SRF) Loan Program has approved the City's current wastewater user rate structure as sufficient to repay the proposed \$969,000 Clean Water SRF loan which includes principal forgiveness of \$193,800.

#### **Goals and Objectives Progress:**

- ❖ Completed installation of the Mission Communications equipment for a Supervisory Control and Data Acquisition (SCADA) system at the Portland Rd., Hwy 76 and Cambria lift stations.

#### **Collection system:**

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

#### **Wastewater Treatment:**

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

#### **Departmental Highlight:**

- ❖ Congratulations to Robert Allen for successfully obtaining the State's Cross-Connection Certification.

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

<b>Service Provided</b>	<b>Month</b>	<b>Totals for 2010-2011</b>	<b>Amount Billed</b>	<b>Revenue Received</b>	<b>Revenue Totals 2010-2011</b>
New service connections (Capacity fees)	8	8	\$13,400.00	\$13,400.00	\$13,400.00
Customers billed	3,858	N/A	Net amount billed \$158,641.72	*\$176,326.47	\$0
Applications or transfers for service	50	50	\$2,350.00	\$2,350.00	\$2,350.00
Late penalties applied	1,088	1,088	Amount Applied \$5,168.27		
Wastewater Adjustments	63	63	N/A	(\$5,166.82)	(\$5,166.82)
Administrative Fees	9	9	\$450.00	\$450.00	\$450.00
Service availability Requests	0	0	\$0	Included in Admin Fees	Included in Admin Fees
New service inspections (Connection fees)	8	8	\$1,200.00	\$1,200.00	\$1,200.00
Field inspection fee	0	0	\$0.00	Included in Admin Fees	Included in Admin Fees
Cut-offs for non-payment	13	13	\$450.00	Included in Admin Fees	Included in Admin Fees
Commitments for service	0	0	\$0	\$0	\$0
Bulk disposal	0	0	\$0	\$0	\$0
<b>Work Orders</b>	<b>0</b>	<b>0</b>			
Billing related service requests	85	85		<b>Months Total \$193,726.47</b>	<b>Total \$17,400.00</b>
Mainline repairs	0	0	<b>* Revenue from previous month's service</b>		
Service lines repaired	8	8			
L.P. service requests	29	29	<b>Responses to SCADA Alarms</b>		
Gravity service requests	0	0	North Palmers	264	264
Vacuum service requests	10	10	Calista	359	359
<b>All service requests</b>	<b>132</b>	<b>132</b>	Wilkinson	3	3
Major Lift Station Repairs	1	1	Portland Road	3	3
<b># The 2009-2010 Sewer User Fee year does not end until August 31, 2010</b>			Tyree	23	23
			Union Road	0	0
			Meadowlark	0	0
			Hwy 76	20	20
			Treatment Plant	0	0
			<b>Total Responses</b>	<b>672</b>	<b>672</b>
	<b>Flow MGD</b>	<b>Plant Capacity</b>	<b>Inches of Rain Fall</b>	<b>% of Capacity</b>	
Average Daily Flow (effluent)	.676	1.4 MGD	1.59	48%	

**City of White House  
Planning and Codes Department  
July 2010 Monthly Report**

**Update on Department Objectives:**

Staff attended training on floodplain management regarding development and permit procedures for properties located within the designated 100 year flood plain. Staff completed new business inspections. In mid July, the Building Maintenance position was transferred to the Planning/Codes Department and the IT position was transferred to the Finance Department.

**Department Highlight: Floodplains**

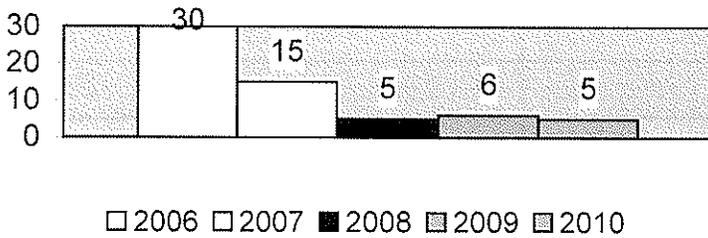
The City has designated 100 year floodplains on Honey Run Creek, Jones Branch, and Afterburn Branch along Tyree Springs, North Palmers Chapel Road, SR 76, and Hwy 31W. A section of Frey Branch north of Bill Moss Road is also within the 100 year floodplain. The White House Zoning Ordinance Section 5.055 Floodway and Flood Fringe Districts includes regulations for the floodplain areas. The ordinance includes elevation and engineering requirements for buildings and developments outside the floodway (banks) but within the flood plain area. The City has fortunately had very limited home and building construction in the flood plain. A large portion of the greenway from Tyree Springs to Hwy 31W is within the floodplain.

**Cost Savings: Trip Hazards**

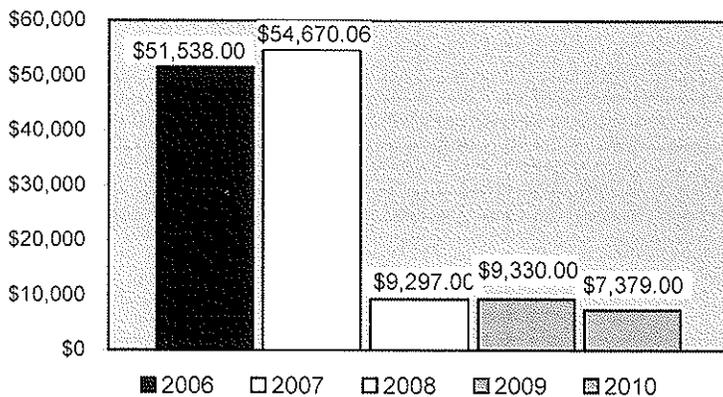
Building Maintenance in cooperation with the Public Works Department has removed trip hazards at City Hall. The handicap ramp at the back door was reworked and the steps on College Street were removed due to inconsistent step heights. The stair replacement will cost \$ 1,200- \$ 1,500 but reducing the City's potential liability is a cost savings matter by reducing possible lawsuits.

## Monthly Report July 2010

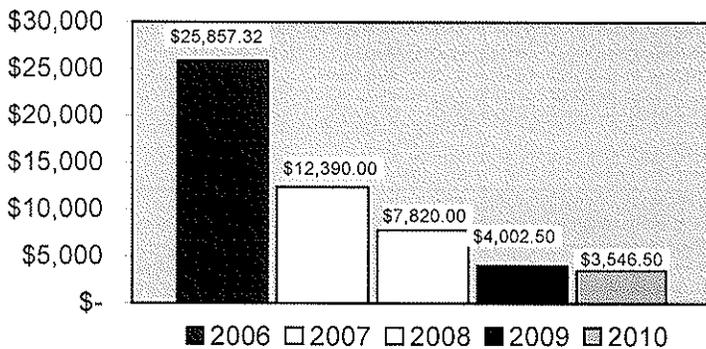
### Single Family Permits



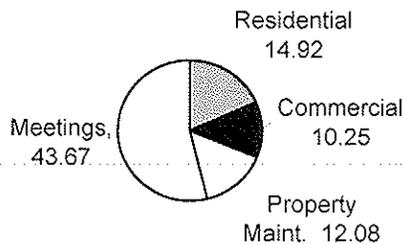
### Impact Fees



### Permit Fees



### Inspections / Meetings Hours



	Month	FY 10-11
<b>MEETING AGENDA ITEMS#</b>		
Planning Commission	11	11
Construction Appeals	0	0
Zoning Appeals	0	0
Training/Study Session	0	0
Property Maintenance	0	0
<b>PERMITS</b>		
Single Family Residential	5	5
Multi-Family Residential	0	0
Other Residential	24	24
New Commercial	0	0
New Industrial	0	0
Other Com/Ind	6	6
State Electrical	25	25
Sign	2	2
Occupancy Permits	20	20
Other	1	1
<b>BUILDING INSPECTIONS</b>		
Residential	46	46
Hours	14.92	14.92
Commercial /Industrial	29	29
Hours	10.25	10.25
<b>CODE ENFORCEMENT</b>		
Total Cases	90	90
Hours	12.08	12.08
Complaints Received	11	11
<b>MEETINGS</b>		
Administration	3	3
Hours	2.75	2.75
Planning	6	6
Hours	10	10
Codes	12	12
Hours	5.92	5.92
<b>FEES</b>		
Permit Fees	\$ 3,546.50	\$ 3,546.50
Board Review Fees	\$ 650.00	\$ 650.00
City Impact Fee	<b>\$ 7,379.00</b>	<b>\$ 7,379.00</b>
Roads	\$ 3,059.00	\$ 3,059.00
Parks	\$ 1,980.00	\$ 1,980.00
Police	\$ 1,410.00	\$ 1,410.00
Fire	\$ 930.00	\$ 930.00
<b>PLANNING COMMISSION APPROVAL</b>		
Subdivision Lots	N/A	0
Commercial/Industrial Sq ft	1	6,075 sq ft
Multi-Family Units	N/A	0
Other	N/A	0
<b>OTHER ITEMS</b>		
Subdivision Bonds	32 @ \$ 1,653,800	
Builders Bonds	\$	51,650.00
Workings Days in Month		15

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

**Summary of Month's Activities**

Recreation- The 10<sup>th</sup> Annual Independence Day 5K on Saturday, July 3<sup>rd</sup> started off the month with a bang! We had 153 participants at this year's event. Registration was up from the previous year by 50+ people. Results and photos were published in the Browser Connection and on the Parks website.

The Girls & Boys' Basketball Camp was held the week of July 12<sup>th</sup>. We had 11 boys & girls take part in the clinic led by White House Heritage basketball coach Mike Petrone. All participants received a t-shirt and multiple prizes were awarded throughout the week.

The 7-week Gymnastics & Tumbling classes came to an end on Thursday, July 22<sup>nd</sup>. We had 20 future gymnasts in our two classes. After this successful session, plans for having Fall classes are being considered.

Fall Baseball/Softball sign-ups ended July 15<sup>th</sup> and practices began July 26<sup>th</sup>. We did not have enough girls to make a softball league but most that signed up opted to play in the baseball league. We have 155 players that will be playing ball this fall. There are 5 teams in the 4/5/6 division and 4 teams in the 7/8 division and 4 teams in the 9/10 division. Games will begin the week of August 23<sup>rd</sup>. All practice schedules and game schedules are posted on the Parks website.

The fall schedule is quickly coming together. A new event to our department is a Cornhole Tournament (Bean bag toss) on Saturday, September 25<sup>th</sup>. Registration is open for sixteen 2-person teams for \$35. It will begin at 11:00a.m. and lunch will be provided for all teams. A cash prize will be awarded to the 1<sup>st</sup> and 2<sup>nd</sup> place teams. The tournament will take place next to Pavilion 3 at the Municipal Park.

Another event that is new to our line-up is the S.P.E.A.R.E. Women's Self-Defense Class. It will be held on Saturday, September 18<sup>th</sup> at the White House Police Department and is completely free for all women. Sergeant Eric Enck leads this informative four-hour class. Our department is taking the sign-ups and is limited to the first 35 women.

The Labor Day Bike Parade is coming up too! Monday, September 6<sup>th</sup> the Bike Parade will begin at the Fire Hall on Hwy. 76 at 9:20a.m. The Parade will end back at the Park and kick off Safety Day.

Photos for the Shutterbug Photo Contest will be taken until August 2<sup>nd</sup>. The winners will be announced that week and have their pictures posted on our website and in the upcoming Word on White House.

Registration is already beginning for the Harvest Moon 10K. Early registration will last until September 16<sup>th</sup> and will be \$25/person. The course will be different from last year,

but one we have used in the past. The runners will run the entire Greenway, then briefly traverse south down Hwy. 31W, then down Calista Rd., and finally through Indian Ridge subdivision to come back through the park next to the tennis courts. A lot of volunteer opportunities will be available for this event to help guide the runners along the course. The run is Saturday, October 9<sup>th</sup>.

The Zumba classes have been going strong this summer and 2 new classes are in the works for the fall schedule, which will hopefully be going by the end of August.

#### Maintenance-

The press boxes buildings at the football stadium were roofed with an EPDM membrane which contains a 10-year manufacturer's warranty from Carlisle.

The football field at the stadium was toppedressed with 44 tons of sand. We broadcast by hand and pitchfork 400 bushels of sprigs in the bare places left from last season's wear and tear. The sprigs were then cultipacked to create proper sprig to soil contact. The bermudagrass variety we planted is a hybrid turfgrass called Tifton 419, which can only be established from sprigs or sod, not by seed. The mid field area was the most crucial spot to repair on the field and it is filling in nicely. The extremely high temperatures and lack of rain has forced us to apply a large amount of irrigation water to make the sprig establishment successful. The irrigation controller stopped working a few days following the sprig planting, and a new controller had to be installed immediately to save the work that had been done. The field is being mowed 4 times per week with the reels set to cut at 1.25 inches which causes the turf to grow tightly together.

The soccer fields and football fields were fertilized heavily this month to "push" the bermudagrass into a faster growth rate and to get them ready for the upcoming seasons. This month is crucial for bermudagrass since the weather conditions are optimum for its growth.

ServPro was called in to remove mold and molded ceiling tiles from the kitchen area of City Hall.

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

The Director went along with Dick Wilson, from FEMA, to assess flood damage along the greenway and to identify the sites where repair work will be necessary. He has been very accommodating and is proposing to allow repairs in some areas to a condition better than before.

#### Municipal Park Renovation Progress

The Municipal Park renovation work is progressing well and the tentative date for 100% completion is the first part of October.

Fencing is near completion; backstops underway; irrigation is working; spectator areas concrete underway; parking lot rework underway; sidewalks underway; sprigs have been planted.

**Department Highlight**

The first Movie in the City was Saturday, July 17<sup>th</sup>. Cloudy with a Chance of Meatballs was shown and about 200 people attended! The whole event was a huge success from the weather to the free popsicles that a local church handed out. We will do this again when more sponsorship funds can be obtained.

**Department Cost Savings Report**

Ted Sikora was able to install a light switch in the Parks Director's office which allows for the two halves of the Parks office to be controlled separately from one another. This eliminates 2 light fixtures being on when only one person is in the office.



## **Library Monthly Report**

**July 2010**

Rebecca Whipple, Director

### **Summary of July Activities**

The Summer Reading program continued during July with a total of 250 children attending a Pirate Party and a picnic in the city park. Total attendance for summer programs for children ages 5-12 was 857. For children ages 4 and under, one program was held in July with 40 in attendance.

The library board met on July 8<sup>th</sup>. Discussion items included: a new long-range plan; conducting an annual image evaluation of the interior and exterior of the library; the Friends of the Library book sale in August. Committee appointments were made and officers were elected.

Library staff members attended a Consumer Health Information workshop on July 14<sup>th</sup> presented by medical librarians through a partnership between the National Library of Medicine and the National Network of Libraries of Medicine and Public Libraries. Staff members learned how to assist patrons with medical research including how to evaluate websites and navigate consumer health information databases. The skills learned at the workshop will allow staff members to more effectively assist patrons.

Library Director, Rebecca Whipple, and Library Assistant, Janet Parchman, attended a consortium meeting on July 29<sup>th</sup> in Hendersonville to discuss issues related to the shared library circulation software.

### **Departmental Highlight**

The finale of the Summer Reading program was held in the city park on July 21<sup>st</sup>. Approximately 125 people attended the picnic and enjoyed food, games, water balloons, and a visit from Ozzie, the Nashville Sounds Mascot. Throughout the summer, 175 children registered for the Summer Reading program and read over 6000 books.

### **Department Cost Saving Report**

The library received many donations for the Summer Reading program picnic in the park. Without these donations, the library would have purchased the necessary supplies. The donations received are as follows:

Al's Food Land – hot dogs, hot dog buns, cookies

Sonic – condiments, ice

Kroger – \$20 gift card used to purchase paper plates, lemonade mix

Wendy's – napkins, cups

WHITE HOUSE INN LIBRARY & MUSEUM  
PERFORMANCE MEASURES  
July 2010

<u>Official Service Area Population:</u>	13,316	<u>Program</u>	<u>Sessions</u>	<u>Attendance</u>
<u>Memberships:</u>		Toddler	1	40
	10,687	Preschool	2	250
<u>Percent of the Population with Membership:</u>		Teen	2	10
		Adult	1	9
		Total	6	309
<u>Total Materials Available:</u>	25,241	<u>Wireless Internet Users:</u>		43
<u>Estimated Value of Total Materials:</u>	\$631,025	<u>Computer Internet Users:</u>		1121
<u>Last Month:</u>	\$625,650	<u>Volunteers:</u>		8
<u>Total Materials Available Per Capita:</u>	1.90	<u>Total Hours:</u>		95.5
<u>Last Month:</u>	1.92			
<u>State Minimum Standard:</u>	2.00			
<u>Materials Added</u>		Services Provided by Contracting with State		
Adult Fiction:	50	<u>Interlibrary Loan Service</u>		
Adult Non-Fiction:	11	Items Borrowed:	38	
Child/Juvenile/Young Adult Fiction:	65	Items Loaned:	5	
Juvenile/Young Adult Non-Fiction:	3	<u>TN Electronic Library (TEL) Sessions</u>		
Audiobooks:	22	Total sessions:	42	
Movies:	36	Connect time:	368 minutes	
Music CDs:	0			
Total:	187	<u>R.E.A.D.S. 1<sup>st</sup> Qtr. Statistics</u>		
<u>Library Circulation</u>		eBooks Downloaded:		
Total # of Check-outs:	6,338	Audiobooks Downloaded:		
Last Month:	6,699	<u>R.E.A.D.S. 2<sup>nd</sup> Qtr. Statistics</u>		
Items per Patron:	2.36	eBooks Downloaded:		
State Minimum Standard:	2.5	Audiobooks Downloaded:		
<u>New Memberships</u>		<u>R.E.A.D.S. 3<sup>rd</sup> Qtr. Statistics</u>		
Adult:	80	eBooks Downloaded:		
Senior Adult:	1	Audiobooks Downloaded:		
Child:	6	<u>R.E.A.D.S. 4<sup>th</sup> Qtr. Statistics</u>		
Student:	24	eBooks Downloaded:		
Young Adult:	8	Audiobooks Downloaded:		
Total:	119			

## Engineering Department Monthly Report July 2010

The ARRA Calista Road project and the ARRA Fiber Optic project both had pre-construction meetings and open Public Meetings. A Notice to Proceed has been issued on both projects. Engineering has spent many hours on the Parks Renovation projects dealing with paving, sidewalks, and concrete issues. Six drainage projects have been proposed to FEMA for project reimbursement due to the May floods.

### 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 10-11</u> YTD # inspections	<u>FY 09-10</u> Total # inspections
Erosion & Sediment Control	6	7	6	103
Detention / Retention Pond	4	4	4	59
Grading / Storm Drainage	7	8	7	64
Proof-roll (sub-grade & stone)	2	0	2	17
Binder	2	0	2	15
Sidewalks	4	6	4	44
Asphalt topping	1	2	1	18
Bond	7	4	7	83
Existing roads for repair	1	2	1	213
Surveying	0	0	0	14

	<u>This month</u>	<u>This month</u> last Year	<u>FY 10-11</u> YTD	<u>FY 09-10</u> Total
Total # hours on inspections:	22	29	22	480

#### ► 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>FY10-11</u> YTD	<u>FY09-10</u> Last Year
Drainage	5	3	2	6	5	87
Sidewalk	0	0	0	0	0	2
Roadway	0	0	0	3	0	58
Signs & Signals	1	1	0	0	1	70

## Engineering Department Monthly Report July 2010

▶ Projects:	<u>Funding</u>	<u>Status</u>
ARRA – Calista Road	\$ 514,812 / Federal	Notice to Proceed
ARRA – Fiber Optics	\$ 960,000 / City, Fed	Notice to Proceed
Hwy 76 Sidewalks	\$ 585,000 / State, Fed	Right-of-way/easement approval
Tyree / Palmers Intersection	\$ 230,000 / City, State	Right-of-way acquisition
Paving & Roadway Repair	\$ 200,000 / City	annual contract renewal
LPRF Grant - Parks Renovation	\$1,726,289 / City, Fed	Construction

▶ Training seminars / conferences:

- FEMA Hazard Mitigation meeting – Carthage, TN
- Pre-Construction Meeting for ARRA Calista Road project – WH City Hall
- Pre-Construction Meeting for ARRA Fiber Optic project – WH City Hall
- TDEC Storm Water Workshop – Mt. Juliet, TN
- TN Assoc. of Floodplain Managers – Montgomery Bell State Park
- Public Meeting (Construction Phase) for ARRA Calista Road project – WH City Hall
- Public Meeting (Construction Phase) for ARRA Fiber Optic project – WH City Hall

## CITY COURT REPORT JULY 2010

### CITATIONS:

TOTAL MONIES COLLECTED FOR THE MONTH	\$9,257.50
<b>TOTAL MONIES COLLECTED YTD</b>	<b>\$9,257.50</b>

### STATE FINES:

TOTAL MONIES COLLECTED FOR MONTH	\$3,501.40
<b>TOTAL MONIES COLLECTED YTD</b>	<b>\$3,501.40</b>

<b>TOTAL REVENUE FOR MONTH</b>	<b>\$12,758.90</b>
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<b>TOTAL REVENUE YTD</b>	<b>\$12,758.90</b>
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### DISBURSEMENTS

LITIGATION TAX	\$244.17
DOS/DOH FINES & FEES	\$783.75
TBI FINES & FEES	\$0.00
RESTITUTION/REFUNDS	\$0.00
TRANSFER OUT FROM FINES & COURTS	\$0.00
WORTHLESS CHECKS	\$0.00
ADM. FEE FOR STATE	\$0.00

<b>TOTAL DISBURSEMENTS FOR MONTH</b>	<b>\$1,027.92</b>
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<b>TOTAL DISBURSEMENTS YTD</b>	<b>\$1,027.92</b>
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<b>ADJUSTED REVENUE FOR MONTH</b>	<b>\$11,730.98</b>
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<b><u>TOTAL ADJUSTED REVENUE YTD</u></b>	<b><u>\$11,730.98</u></b>
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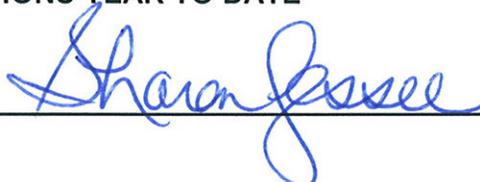
DONATION TO DRUG FUND FOR MONTH	\$648.85
TRANSFER TO DRUG FUND	\$0.00
	\$0.00

<b>DONATIONS YEAR TO DATE</b>	<b>\$648.85</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 \_\_\_\_\_



*August 10, 2010*

# MEMORANDUM

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

From: Charlotte Soporowski, Finance Director *CKS*

Re: Availability of Summary Financial Statement

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The Summary Financial Statement included in the packet is typically a draft of the month most recently ended. However, we cannot print any summary reports for the current fiscal year, until the previous year is closed. We are still holding June open for year end accrual entries that are required, so I have included an updated draft of the June statement which is the most current information available at this point. Please let me know if you have any questions.

110 GENERAL FUND

Summary Financial Statement  
JUNE 30, 2010

Fiscal Year Time Lapse: 100.00

**DRAFT**

Account	Description	Year-To-Date		JUNE		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual	Budget	Actual				
REVENUES									
31100	PROPERTY TAXES (SUMMER TO DISTRIBUTE)	0.00	587.00-	0.00	587.00-	0.0	0.00	587.00-	0.0
31110	REAL & PERSONAL PROPERTY TAX(CURRENT)	1,395,867.00	1,484,185.91-	106.3	1,484,185.91-	106.3	116,322.25	12,870.00-	11.1
31120	PUBLIC UTILITIES PROPERTY TAX (CURRENT)	38,000.00	60,284.00-	158.6	60,284.00-	158.6	3,166.67	0.00	0.0
31211	PROPERTY TAX DELINQUENT 1ST YEAR	27,000.00	60,674.63-	224.7	60,674.63-	224.7	2,250.00	1,473.59-	65.5
31212	PROPERTY TAX DELINQUENT 2ND YEAR	6,000.00	9,453.13-	157.6	9,453.13-	157.6	500.00	50.21-	10.0
31213	PROPERTY TAX DELINQUENT 3RD YEAR	700.00	2,133.00-	304.7	2,133.00-	304.7	58.33	0.00	0.0
31214	PROPERTY TAX DELINQUENT 4TH YEAR	2,000.00	279.00-	14.0	279.00-	14.0	166.67	46.00-	27.6
31219	PROPERTY TAX DELINQUENT - OTHER PRIOR YE	30,000.00	0.00	0.0	0.00	0.0	2,500.00	0.00	0.0
31300	INT, PENALTY, AND COURT COST ON PROP TAX	20,000.00	16,508.98-	82.5	16,508.98-	82.5	1,666.67	1,040.51-	62.4
31513	PAYMENT IN LIEU OF TAX -SEWER UTILITIES	81,665.00	79,692.25-	97.6	79,692.25-	97.6	6,805.42	0.00	0.0
31610	LOCAL SALES TAX - CO. TRUSTEE	1,750,000.00	1,981,549.06-	113.2	1,981,549.06-	113.2	145,833.33	166,843.60-	114.4
31709	BEER AND LIQUOR LOCAL PRIV TAX	0.00	4,383.31-	0.0	4,383.31-	0.0	0.00	0.00	0.0
31710	WHOLESALE BEER TAX	190,000.00	211,042.69-	111.1	211,042.69-	111.1	15,833.33	22,049.58-	139.3
31800	BUSINESS TAXES	98,000.00	114,787.38-	117.1	114,787.38-	117.1	8,166.67	53,931.44-	660.4
31911	NATURAL GAS FRANCHISE TAX	153,000.00	132,647.66-	86.7	132,647.66-	86.7	12,750.00	0.00	0.0
31912	CABLE TV FRANCHISE TAX	90,000.00	90,948.16-	101.1	90,948.16-	101.1	7,500.00	0.00	0.0
31960	SPECIAL ASSESSMENT - LIENS	0.00	1,475.00-	0.0	1,475.00-	0.0	0.00	80.00-	0.0
31980	MIXED DRINK TAXES	0.00	5,555.44-	0.0	5,555.44-	0.0	0.00	567.50-	0.0
32090	PEDDLER PERMIT	0.00	50.00-	0.0	50.00-	0.0	0.00	0.00	0.0
32209	BEER AND LIQUOR LICENSE APPLICATION FEE	2,700.00	2,600.00-	96.3	2,600.00-	96.3	225.00	250.00-	111.1
32610	BUILDING PERMITS	35,000.00	32,759.00-	93.6	32,759.00-	93.6	2,916.67	3,489.50-	119.6
32690	OTHER PERMITS	100.00	50.00-	50.0	50.00-	50.0	8.33	25.00-	300.1
32710	SIGN PERMITS	1,450.00	1,650.00-	113.8	1,650.00-	113.8	120.83	0.00	0.0
33100	FEDERAL GRANTS	497,160.00	196,600.91-	39.5	196,600.91-	39.5	41,430.00	0.00	0.0
33142	ARRA GRANT #1 - FIBER OPTIC INSTALLATION	660,000.00	0.00	0.0	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	55,407.66-	10.8	42,833.33	0.00	0.0
33320	TVA PAYMENTS IN LIEU OF TAXES	71,000.00	108,806.10-	153.2	108,806.10-	153.2	5,916.67	27,201.51-	459.7
33400	STATE GRANTS	1,035,890.00	284,736.38-	27.5	284,736.38-	27.5	86,324.17	500.00-	0.6
33410	STATE LAW ENFORCEMENT EDUCATION GRANT	10,800.00	18,600.00-	172.2	18,600.00-	172.2	900.00	0.00	0.0
33450	LOCAL GRANT-ROB.CO. SRO	35,500.00	35,500.00-	100.0	35,500.00-	100.0	2,958.33	17,750.00-	600.0
33510	STATE SALES TAX	640,000.00	629,601.04-	98.4	629,601.04-	98.4	53,333.33	52,162.96-	97.8
33520	STATE INCOME TAX	26,000.00	15,776.63-	60.7	15,776.63-	60.7	2,166.67	17.23-	0.8
33530	STATE BEER TAX	5,000.00	4,901.58-	98.0	4,901.58-	98.0	416.67	0.00	0.0
33553	STATE GASOLINE INSPECTION FEE	21,000.00	21,239.64-	101.1	21,239.64-	101.1	1,750.00	1,769.88-	101.1
33593	CORPORATE EXCISE TAX	25,000.00	15,328.35-	61.3	15,328.35-	61.3	2,083.33	0.00	0.0
33710	COUNTY GRANT - SENIOR NUTRITION	8,500.00	8,500.00-	100.0	8,500.00-	100.0	708.33	0.00	0.0
34120	FEES AND COMMISSIONS	2,700.00	4,421.00-	163.7	4,421.00-	163.7	225.00	637.00-	283.1
34740	PARKS AND REC LEAGUE FEES	45,000.00	38,326.50-	85.2	38,326.50-	85.2	3,750.00	1,151.00	30.7
34741	FIELD MAINTENANCE FEES	7,000.00	11,407.00-	163.0	11,407.00-	163.0	583.33	11,407.00-	1955.5
34760	LIBRARY FINES, FEES, AND OTHER CHARGES	7,500.00	8,068.96-	107.6	8,068.96-	107.6	625.00	730.89-	116.9
34793	COMMUNITY CENTER FEES	36,000.00	16,543.57-	46.0	16,543.57-	46.0	3,000.00	1,701.25-	56.7
34900	OTHER CHARGES FOR SERVICES	9,000.00	11,758.00-	130.6	11,758.00-	130.6	750.00	1,450.50-	193.4
35110	CITY COURT FINES AND COSTS	176,000.00	157,414.04-	89.4	157,414.04-	89.4	14,666.67	12,919.53-	88.1
35130	IMPOUNDMENT CHARGES	300.00	1,080.00-	360.0	1,080.00-	360.0	25.00	0.00	0.0
36000	OTHER REVENUES	31,438.00	27,606.85-	87.8	27,606.85-	87.8	2,619.83	688.85-	26.3
36100	INTEREST EARNINGS	10,500.00	5,156.48-	49.1	5,156.48-	49.1	875.00	319.02-	36.5

Summary Financial Statement  
JUNE 30, 2010  
Fiscal Year Time Lapse: 100.00

Account	Description	Year-To-Date			JUNE		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
<b>REVENUES</b>							
36210	RENT	16,000.00	16,385.94	102.4	1,333.33	1,370.56	102.8
36330	SALE OF EQUIPMENT	0.00	16,478.36	0.0	0.00	101.75	0.0
36350	INSURANCE RECOVERIES	6,600.00	17,039.87	258.2	550.00	820.80	149.2
36420	STADIUM RECEIPTS	8,300.00	7,216.50	86.9	691.67	0.00	0.0
36430	TAX REFUNDS (OVERPAYMENTS)	0.00	828.58	0.0	0.00	276.73	0.0
36450	PARKS CONCESSIONS	6,000.00	4,669.90	77.8	500.00	110.12	22.0
36700	CONTRI AND DONATION FROM PRIVATE SOURCES	0.00	4,011.98	0.0	0.00	1,140.00	0.0
36920	SALE OF BONDS	1,243,289.00	250,852.57	20.2	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		9,226,959.00	6,287,559.99	68.1	768,913.25	395,228.51	51.4
<b>EXPENDITURES</b>							
41000	GENERAL GOVERNMENT	611,584.00	322,096.27	52.7	50,965.34	63,063.66	123.7
41210	CITY COURT	75,316.00	70,641.89	93.8	6,276.33	8,646.24	137.8
41500	FINANCIAL ADMINISTRATION	321,429.00	300,066.96	93.4	26,785.77	31,702.16	118.4
41650	HUMAN RESOURCES	118,084.00	115,373.06	97.7	9,840.31	11,237.22	114.2
41670	ENGINEERING	715,635.00	147,306.40	20.6	59,636.25	84,347.42	141.4
41700	PLANNING AND ZONING	326,302.00	292,258.56	89.6	27,191.84	31,798.84	116.9
41800	GENERAL GOVERNMENT BUILDINGS	67,246.00	74,768.70	111.2	5,603.82	2,436.04	43.5
41921	SPECIAL EVENTS	3,200.00	2,988.67	93.4	266.67	0.00	0.0
42100	POLICE PATROL	928,817.00	841,866.67	90.6	77,401.40	73,435.63	94.9
42120	POLICE SUPPORT SERVICES	59,916.00	63,223.43	105.5	4,993.00	12,557.43	251.5
42150	POLICE ADMINISTRATION	283,023.00	257,540.39	91.0	23,585.24	19,915.29	84.4
42151	COMMUNICATIONS SERVICES	215,773.00	195,486.11	90.6	17,981.07	18,478.16	102.8
42200	FIRE PROTECTION AND CONTROL	923,217.00	892,120.67	96.6	76,934.78	68,359.61	88.9
42210	FIRE ADMINISTRATION AND INSPECTION	204,352.00	181,615.40	88.9	17,029.34	17,421.08	102.3
43000	PUBLIC WORKS	78,123.00	63,816.64	81.7	6,510.23	4,310.83	66.2
43100	HIGHWAYS AND STREETS	180,301.00	142,464.31	79.0	15,025.12	6,983.18	46.5
43170	CITY GARAGE	21,373.00	11,223.20	52.5	1,781.08	0.00	0.0
44310	SENIOR CITIZEN ACTIVITIES	94,636.00	88,240.64	93.2	7,886.34	5,673.17	71.9
44700	PARKS	236,059.00	194,782.43	82.5	19,671.57	21,711.65	110.4
44740	PARK MAINTENANCE	1,992,491.00	1,540,619.31	77.3	166,040.92	390,577.75	235.2
44800	LIBRARIES	146,375.00	141,432.94	96.6	12,197.93	15,924.39	130.5
44880	CHILDREN'S LIBRARY SERVICES	36,422.00	36,171.15	99.3	3,035.16	5,033.95	165.9
51000	MISC EXP	239,000.00	201,623.51	84.4	19,916.66	105,876.20	531.6
58802	ARRA GRANT #1 - FIBER OPTIC INSTALLATION	960,000.00	24,835.55	2.6	80,000.00	365,414.15	456.8
58803	ARRA GRANT #2 - CALISTA ROAD PROJECT	514,000.00	84,355.22	16.4	42,833.33	479,013.15	1118.3
Total EXPENDITURES		9,352,674.00	6,286,918.08	67.2	779,389.50	794,787.74	102.0
Total GENERAL FUND		125,715.00	641.91	0.5	10,476.25	1,190,016.25	1359.2

Summary Financial Statement  
JUNE 30, 2010

Fiscal Year Time Lapse: 100.00

120 INDUSTRIAL DEVELOPMENT FUND

Account	Description	Year-To-Date		Percent Of Budget	Estimate Avg/Mth	--JUNE--		
		Budget Estimate	Actual			Actual	Percent Of Avg	
REVENUES								
33800	LOCAL REVENUE ALLOCATIONS	45,000.00	47,623.97-	105.8	3,750.00	25,577.58-	682.1	
36100	INTEREST EARNINGS	250.00	59.28-	23.7	20.83	0.00	0.0	
	Total REVENUES	45,250.00	47,683.25-	105.4	3,770.83	25,577.58-	678.3	
EXPENDITURES								
48000	ECONOMIC OPPORTUNITY	65,500.00-	48,288.36	73.7	5,458.33-	400.41	7.3	
	Total EXPENDITURES	65,500.00-	48,288.36	73.7	5,458.33-	400.41	7.3	
	Total INDUSTRIAL DEVELOPMENT FUND	20,250.00-	605.11	3.0	1,687.50-	25,177.17-	1492.0	

Summary Financial Statement  
JUNE 30, 2010

Fiscal Year Time Lapse: 100.00

121 STATE STREET AID FUND

Account	Description	Year-To-Date		JUNE		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
REVENUES						
33551	STATE GASOLINE AND MOTOR FUEL TAX	248,000.00	239,681.59	20,666.67	0.00	0.0
36100	INTEREST EARNINGS	500.00	64.20	41.67	0.00	0.0
	Total REVENUES	248,500.00	239,745.79	20,708.34	0.00	0.0
EXPENDITURES						
43100	HIGHWAYS AND STREETS	328,000.00	306,711.54	27,333.34	9,247.31	33.8
	Total EXPENDITURES	328,000.00	306,711.54	27,333.34	9,247.31	33.8
	Total STATE STREET AID FUND	79,500.00	66,965.75	6,625.00	9,247.31	139.6

Summary Financial Statement  
 JUNE 30, 2010

Fiscal Year Time Lapse: 100.00

122 PARKS SALES TAX FUND

Account	Description	Year-To-Date		--JUNE--		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
<b>REVENUES</b>						
36100	INTEREST EARNINGS	6,000.00	1,441.17-	500.00	85.92-	17.2
36425	PARKS SALES TAX RECEIPTS	155,000.00	75,484.22-	12,916.67	0.00	0.0
36700	CONTRI AND DONATION FROM PRIVATE SOURCES	20,000.00	20,520.00-	1,666.67	0.00	0.0
	Total REVENUES	181,000.00	97,445.39-	15,083.34	85.92-	0.6
<b>EXPENDITURES</b>						
49000	DEBT SERVICE	336,293.00-	229,242.21	28,024.43-	72,340.92	258.1
	Total EXPENDITURES	336,293.00-	229,242.21	28,024.43-	72,340.92	258.1
	Total PARKS SALES TAX FUND	155,293.00-	131,796.82	12,941.09-	72,255.00	558.3

Summary Financial Statement  
JUNE 30, 2010

Fiscal Year Time Lapse: 100.00

123 SOLID WASTE FUND

Account	Description	Year-To-Date		JUNE		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual	Budget	Actual				
REVENUES									
34400	SANITATION - USER FEES	655,000.00	666,915.00-	101.8	54,583.33	56,040.00-	102.7		
36000	OTHER REVENUES	150.00	0.00	0.0	12.50	0.00	0.0		
36100	INTEREST EARNINGS	450.00	993.02-	220.7	37.50	33.15-	88.4		
37794	SALE OF MATERIALS	8,500.00	5,432.63-	63.9	708.33	480.75-	67.9		
Total REVENUES		664,100.00	673,340.65-	101.4	55,341.66	56,553.90-	102.2		
EXPENDITURES									
43200	SANITATION	678,959.00-	562,977.40	82.9	56,579.90-	52,729.24	93.2		
49000	DEBT SERVICE	95,872.00-	78,895.60	82.3	7,989.33-	0.00	0.0		
Total EXPENDITURES		774,831.00-	641,873.00	82.8	64,569.23-	52,729.24	81.7		
Total SOLID WASTE FUND		110,731.00-	31,467.65-	28.4	9,227.57-	3,824.66-	41.4		

Summary Financial Statement  
JUNE 30, 2010

Fiscal Year Time Lapse: 100.00

124 IMPACT FEES

Account	Description	Year-To-Date		JUNE		Percent Of Avg
		Budget Estimate	Actual Of Budget	Estimate Avg/Mth	Actual Of Avg	
<b>REVENUES</b>						
33400	STATE GRANTS	90,000.00	0.00	0.0	7,500.00	0.0
36000	OTHER REVENUES	0.00	0.23	0.0	0.00	0.0
36100	INTEREST EARNINGS	9,600.00	3,246.59	33.8	800.00	13.6
36421	ROADS IMPACT FEES	23,000.00	25,603.30	111.3	1,916.67	95.9
36422	PARKS IMPACT FEES	11,000.00	16,612.00	151.0	916.67	0.0
36423	POLICE IMPACT FEES	11,000.00	19,920.40	181.1	916.67	179.8
36424	FIRE IMPACT FEES	7,000.00	13,333.70	190.5	583.33	186.6
Total REVENUES		151,600.00	78,716.22	51.9	12,633.34	37.1
<b>EXPENDITURES</b>						
51010	ROADS IMPACT FEES	285,173.00	35,154.79	12.3	23,764.41	0.0
51020	PARKS IMPACT FEES	22,279.00	22,402.34	100.6	1,856.58	0.0
51030	POLICE IMPACT FEES	117,316.00	116,292.36	99.1	9,776.33	0.0
51040	FIRE IMPACT FEES	42,897.00	43,483.61	101.4	3,574.75	0.0
Total EXPENDITURES		467,665.00	217,333.10	46.5	38,972.07	0.0
Total IMPACT FEES		316,065.00	138,616.88	43.9	26,338.73	17.8

Summary Financial Statement  
JUNE 30, 2010

Fiscal Year Time Lapse: 100.00

140 POLICE DRUG FUND

Account	Description	Year-To-Date		JUNE		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
REVENUES						
31610	LOCAL SALES TAX - CO. TRUSTEE	1,200.00	550.00	100.00	200.00	200.0
33400	STATE GRANTS	11,048.00	0.00	920.67	0.00	0.0
35130	IMPOUNDMENT CHARGES	150.00	195.00	12.50	195.00	1560.0
35140	DRUG RELATED FINES	26,000.00	15,951.52	2,166.67	1,554.75	71.8
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	16,960.85	3,220.67	1,949.75	60.5
EXPENDITURES						
42129	DRUG INVESTIGATION AND CONTROL	25,148.00	10,415.90	2,095.67	370.28	17.7
Total EXPENDITURES		25,148.00	10,415.90	2,095.67	370.28	17.7
Total POLICE DRUG FUND		13,500.00	6,544.95	1,125.00	1,579.47	140.4

Summary Financial Statement  
JUNE 30, 2010

Fiscal Year Time Lapse: 100.00

200 DEBT SERVICE FUND (GENERAL)

Account	Description	Year-To-Date		JUNE		
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES						
31110	REAL & PERSONAL PROPERTY TAX (CURRENT)	560,000.00	671,444.54-	46,666.67	0.00	0.0
36100	INTEREST EARNINGS	2,800.00	43,971.79-	233.33	14.30-	6.1
	Total REVENUES	562,800.00	715,416.33-	46,900.00	14.30-	0.0
EXPENDITURES						
49000	DEBT SERVICE	578,118.00-	573,168.00	48,176.49-	0.00	0.0
	Total EXPENDITURES	578,118.00-	573,168.00	48,176.49-	0.00	0.0
	Total DEBT SERVICE FUND (GENERAL)	15,318.00-	142,248.33-	1,276.49-	14.30-	1.1

Summary Financial Statement

JUNE 30, 2010 Fiscal Year Time Lapse: 100.00

412 SEWER FUND

Account	Description	Year-To-Date		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual				
REVENUES							
33141	ARRA ASSISTANCE - COPE CROSSING PROJECT	400,000.00	0.00	0.0	33,333.33	0.00	0.0
34900	BULK DISPOSAL FEE	300.00	2,075.00	691.7	25.00	0.00	0.0
36000	OTHER REVENUES	5,250.00	28,022.31	533.8	437.50	0.00	0.0
36100	INTEREST EARNINGS	13,500.00	3,245.23	24.0	1,125.00	176.08	15.7
36920	SALE OF BONDS	600,000.00	95,905.00	16.0	50,000.00	0.00	0.0
37210	APPLICATION FEES & NONREFUNDABLE DEPOSIT	24,250.00	18,025.00	74.3	2,020.83	2,125.00	105.2
37230	ADMINISTRATIVE FEES	17,520.00	12,675.00	72.3	1,460.00	1,100.00	75.3
37298	SEWER USER FEES	2,046,521.00	1,962,501.08	95.9	170,543.42	179,221.27	105.1
37499	CAPACITY FEES	375,440.00	101,730.00	27.1	31,286.67	3,340.00	10.7
37995	COMMITMENT FEES	265,200.00	0.00	0.0	22,100.00	0.00	0.0
	CONNECTION FEES	33,600.00	7,500.00	22.3	2,800.00	150.00	5.4
	Total REVENUES	3,781,581.00	2,231,678.62	59.0	315,131.75	186,112.35	59.1
EXPENDITURES							
49000	DEBT SERVICE	712,631.00	670,407.17	94.1	59,385.92	20,644.88	34.8
52117	ADMINISTRATION AND GENERAL EXPENSES	562,813.00	394,008.32	70.0	46,901.08	24,562.29	52.4
52210	COLLECTION	1,221,495.00	738,420.14	60.5	101,791.28	8,634.74	8.5
52213	SEWER TREATMENT AND DISPOSAL	343,486.00	206,853.11	60.2	28,623.83	35,533.49	124.1
52223	DEPRECIATION	563,251.00	558,790.87	99.2	46,937.58	0.00	0.0
58801	ARRA ASSISTANCE - COPE CROSSING PROJECT	1,000,000.00	412,619.38	41.3	83,333.33	714,444.98	857.3
	Total EXPENDITURES	4,403,676.00	2,981,098.99	67.7	366,973.02	696,136.56	189.7
	Total SEWER FUND	622,095.00	749,420.37	120.5	51,841.27	882,248.91	1701.8

Summary Financial Statement

JUNE 30, 2010

Fiscal Year Time Lapse: 100.00

416 HEALTHCARE FUND

Account	Description	Year-To-Date		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual				
REVENUES							
36000	OTHER REVENUES	0.00	6,654.89-	0.0	0.00	3,458.16-	0.0
36100	INTEREST EARNINGS	150.00	94.39-	62.9	12.50	0.00	0.0
36350	INSURANCE RECOVERIES	0.00	137,937.81-	0.0	0.00	0.00	0.0
36960	OPERATING TRANSFER IN FROM OTHER FUNDS	1,116,860.00	1,014,118.98-	90.8	93,071.67	184,492.56-	198.2
	Total REVENUES	1,117,010.00	1,158,806.07-	103.7	93,084.17	187,950.72-	201.9
EXPENDITURES							
51520	INSURANCE EMPLOYERS SHARE	1,117,010.00-	925,992.98	82.9	93,084.16-	57,084.14	61.3
	Total EXPENDITURES	1,117,010.00-	925,992.98	82.9	93,084.16-	57,084.14	61.3
	Total HEALTHCARE FUND	0.00	232,813.09-	0.0	0.01	130,866.58-	5800.0

433 HILLCREST CITY CEMETERY

Account	Description	Year-To-Date		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual				
REVENUES							
34110	GENERAL SERVICES	300.00	300.00	100.0	25.00	75.00	300.0
34321	CEMETERY BURIAL CHARGES	300.00	1,200.00	400.0	25.00	0.00	0.0
34323	GRAVE - OPENING AND CLOSING FEES	16,700.00	16,600.00	99.4	1,391.67	2,000.00	143.7
36100	INTEREST EARNINGS	1,700.00	307.47	18.1	141.67	17.85	12.6
36330	SALE OF EQUIPMENT	0.00	249.75	0.0	0.00	0.00	0.0
36340	SALE OF CEMETERY LOTS	7,800.00	12,000.00	153.8	650.00	0.00	0.0
Total REVENUES		26,800.00	30,657.22	114.4	2,233.34	2,092.85	93.7
EXPENDITURES							
43400	CEMETERIES	17,570.00	12,238.41	69.7	1,464.16	998.85	68.2
Total EXPENDITURES		17,570.00	12,238.41	69.7	1,464.16	998.85	68.2
Total HILLCREST CITY CEMETERY		9,230.00	18,418.81	199.6	769.18	3,091.70	401.9

G/L Month: 06 JUNE  
 Beginning Fund: 110 Beginning Function: ZZZZZ  
 Ending Fund: 433 Ending Function: ZZZZZ  
 \* End of Report: CITY OF WHITE HOUSE \*

## RESOLUTIONS....



Dear City Officials,

This is a follow-up from MTAS to a recent email you received from the Tennessee Municipal League regarding local option flood relief. TML's notice stated that:

In June, the General Assembly adopted legislation authorizing cities within a federally-declared disaster area in the wake of the May flooding to provide, by 2/3 majority vote, additional tax relief to assist qualified owners of flood-damaged real and tangible personal property.

Governing bodies may authorize this additional relief by resolution; however, such a measure must be adopted prior to September 1, 2010. Municipalities that choose to adopt such relief must also notify the county property assessor that they have adopted a resolution approving proration prior to September 1, 2010.

The following eligibility criteria apply:

1. The municipality must be within a county that is included in a federally-declared disaster area.
2. The local governing body of the municipality in which the property is located must adopt an authorizing resolution by a 2/3 majority vote.
3. Affected property must be substantially damaged or unfit for use or occupancy for a period of at least 30 days (real property) or destroyed, damaged and not restored or replaced for a period of at least 30 days (personal property).
4. Damaged property must be replaced or restored by September 1, 2010. (Property not replaced or restored after September 1, 2010, would be covered under prior exception.)
5. Owner must apply for the proration by September 1, 2010, using a form approved by the Director of the Division of Property Assessments.

Attached are two resolutions authorizing tax relief – one for tax relief for damaged or destroyed *real* property pursuant to Public Chapter 1036; one for damaged or destroyed *personal* property pursuant to Public Chapter 1134. If your city wishes to grant tax relief for both *real* and *personal* property, then it is necessary to pass both resolutions.

If you have questions, please contact your MTAS municipal management consultant.

<http://www.mtas.tennessee.edu>

**RESOLUTION NO. 10-11**

**A RESOLUTION TO APPROVE APPLICABILITY OF T.C.A. § 67-5-606(c)**

**WHEREAS**, Public Chapter No. 1134 of the Public Acts of 2010, Section 58, authorizes the governing body of a municipality located within a county included in a FEMA disaster declaration to by a two-thirds vote effectuate the provisions of *Tennessee Code Annotated*, Section 67-5-606(c) thus allowing owners of qualifying personal property located within the municipality affected by the flood of 2010 to make application to the assessor of property for prorated property assessment in accordance with the provisions of *Tennessee Code Annotated*, Section 67-5-606(c); and

**WHEREAS**, *Tennessee Code Annotated*, Section 67-5-606(c) provides for proration pursuant to *Tennessee Code Annotated*, Section 67-5-606(a) for actual time the qualifying personal property is destroyed or substantially damaged and not replaced or repaired, notwithstanding the qualifying personal property is restored or replaced by September 1, provided the total time the qualifying personal property is destroyed or damaged and not restored or replaced exceeds thirty (30) days; and

**WHEREAS**, *Tennessee Code Annotated*, Section 67-5-606(c) shall be effective retroactively to January 1, 2010; and

**WHEREAS**, the owner must apply for this relief to the assessor of property by September 1, 2010, using a form approved by the Director of the State Division of Property assessments; and

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

**SECTION 1.** Pursuant to Public Chapter No. 1134 of the Public Acts of 2010 the city elects to enact the provisions of *Tennessee Code Annotated*, Section 67-5-606(c).

**SECTION 2.** This Resolution shall take effect on the date of its passage by at least a two-thirds (2/3) majority of the entire membership of the Board of Mayor and Aldermen, the public welfare requiring it.

**SECTION 3.** This Resolution shall expire on December 31, 2010.

Adopted this 19<sup>th</sup> day of August, 2010.

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John Decker, Mayor

ATTEST:

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Amanda Priest, City Recorder

**RESOLUTION NO. 10-12**

**A RESOLUTION TO APPROVE APPLICABILITY OF T.C.A. § 67-5-603(d)**

**WHEREAS**, Public Chapter No. 1036 of the Public Acts of 2010 authorizes the governing body of a municipality located within a county included in a FEMA disaster declaration to by a two-thirds vote effectuate the provisions of *Tennessee Code Annotated*, Section 67-5-603(d) thus allowing owners of real property located within the municipality affected by the flood of 2010 to make application to the assessor of property for prorated property assessment in accordance with the provisions of *Tennessee Code Annotated*, Section 67-5-603(d); and

**WHEREAS**, *Tennessee Code Annotated*, Section 67-5-603(d) provides for proration pursuant to *Tennessee Code Annotated*, Section 67-5-603(a) for actual time a building or improvement is destroyed or substantially damaged and not replaced or repaired, notwithstanding the building or improvement is restored or replaced by September 1, provided the total time the building or improvement is destroyed or damaged and not restored or replaced exceeds thirty (30) days; and

**WHEREAS**, *Tennessee Code Annotated*, Section 67-5-603(d) shall be effective retroactively to January 1, 2010; and

**WHEREAS**, the owner must apply for this relief to the assessor of property by September 1, 2010, using a form approved by the Director of the State Division of Property assessments; and

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

**SECTION 1.** Pursuant to Public Chapter No. 1036 of the Public Acts of 2010 the city elects to enact the provisions of *Tennessee Code Annotated*, Section 67-5-603(d).

**SECTION 2.** This Resolution shall take effect on the date of its passage by at least a two-thirds (2/3) majority of the entire membership of the Board of Mayor and Aldermen, the public welfare requiring it.

**SECTION 3.** This Resolution shall expire on December 31, 2010.

Adopted this 19<sup>th</sup> day of August, 2010.

---

John Decker, Mayor

ATTEST:

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Amanda Priest, City Recorder

July 28, 2010

# MEMORANDUM

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

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

Re: Signatories on Cemetery Checking Account

---

Since I came to the City in 2004, there has been one sole checking account at what is now the Regions Bank. The account is for Hillcrest Cemetery, and is not interest bearing or free of fees like our other accounts at Farmers Bank. The Cemetery Board agreed to move the account to Farmers Bank so that we could accommodate an ACH payroll for a seasonal employee that was approved in the current budget year. The interest bearing checking account has been opened, and the following paperwork signed by the designated signatories for the city. Approval of this resolution simply affirms the signatories and their authority to open the new account, endorse checks, or authorize transfers on behalf of the City of White House. If you have any questions please let me know.

## RESOLUTION 10-13

### A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, AUTHORIZING DEPOSIT ACCOUNTS AND RELATED SERVICES.

WHEREAS, the City of White House would like to authorize the opening of a checking account for the Hillcrest Cemetery account to include current personnel and City officials,

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

- Farmers Bank is hereby designated as a depository of the City of White House and that one or more deposit accounts be opened and maintained on behalf of the City with the Bank and that the City shall be bound by the terms and conditions of the deposit agreement applicable to each such account.
- All drafts, checks, and other items for the payment of money from the accounts identified as the Hillcrest Cemetery certificate of deposit shall be signed by any two of the following:
  - Mayor John Decker
  - Vice Mayor Farris Bibb
  - Finance Director Charlotte Soporowskiand Farmers Bank is further authorized to honor and charge the City for all drafts, checks and other items drawn in the City's name when bearing of purporting to bear facsimile signature(s) of the person(s) identified above, regardless of by whom or by what means the facsimile signature(s) may have been affixed, and the City assumes all risks involved in the use of this mechanical or electronic form of signature and assumes all responsibility therefore;
- Any two of the three persons identified above may make withdrawals or transfers from a deposit account by electronic or oral instructions, and the Bank is authorized to honor such instructions;
- Farmers Bank is authorized to honor all drafts, checks, or other items or instructions for payment or transfer from a deposit account even though drawn, endorsed or otherwise payable to a person identified above, and whether presented for cash or for credit to the account of the person or another person, or in payment of any individual obligation of that person or another person, and the Bank need make no inquiry concerning such withdrawals or dispositions of the money, items or credit given therefore;
- Endorsements for deposit may be made by any one of the persons identified above or may be evidenced by the name of the City being written or stamped on the item or instrument deposited, without designation of the person making the endorsement, and the Bank is authorized to supply any endorsement on

any item or instrument tendered for deposit or collection;

- The City may from time to time enter into operating, cash management, funds transfer, night depository, safe deposit box, and other agreements relating to deposit accounts with the Bank, and that any of the persons identified above, or any member of the Resolving Panel or officer of the City may execute any such agreements and bind the City to the terms thereof;
- Any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved.
- Any officer of the City or any member of the Resolving Panel is authorized to certify these resolutions, which shall supersede all resolutions of like tenor previously furnished to Farmers Bank; and
- These resolutions will continue in full force and effect and shall remain irrevocable as far as the Bank is concerned until the Bank has a reasonable time to act upon written notice from Resolving Panel of the City that amends or rescinds the authority herein granted, which shall have prospective effect only.

Adopted this 19<sup>th</sup> day of August 2010.

---

John Decker, Mayor

ATTEST:

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Amanda Priest, City Recorder

*August 11, 2010*

# MEMORANDUM

To: Board of Mayor and Aldermen

From: Angie Carrier  
City Administrator



Re: Resolution 10-14

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This Resolution is a follow-up to a resolution that you passed previously to allow the Industrial Development Board to negotiate and accept PILOT's. This does not change what you previously passed, yet it does add some legal wording in the resolution per the suggestion of Tom Trent of Arandt, Boulton & Cummings.

If you have any questions regarding this matter, please feel free to call me.

## RESOLUTION 10-14

### A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, REGARDING ECONOMIC INCENTIVE GUIDELINES AND AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF WHITE HOUSE, TN TO NEGOTIATE AND ACCEPT PAYMENTS IN LIEU OF AD VALOREM TAXES.

WHEREAS, the Board of Mayor and Aldermen desire to confirm their approval of guidelines for economic incentives in order to create an environment that is valued by existing companies that are expanding and to attract new prospective employers to the City; and

WHEREAS, the Board of Mayor and Aldermen would like to be able to offer an incentive program to make our city a more viable candidate in competing with similar cities for economic growth; and

WHEREAS, the Board of Mayor and Aldermen desire to authorize and approve the delegation to The Industrial Development Board of the City of White House, Tennessee (the "IDB"), of authority to negotiate and accept from the IDB's lessees payments in lieu of ad valorem tax agreements in accordance with T.C.A. Section 7-53-305(b).

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

RESOLVED: the Board of Mayor and Aldermen desire to authorize and approve the delegation to The Industrial Development Board of the City of White House, Tennessee (the "IDB"), of authority to negotiate and accept from the IDB's lessees payments in lieu of ad valorem tax agreements in accordance with T.C.A. Section 7-53-305(b).

BE IT FURTHER RESOLVED: the Board of Mayor and Aldermen hereby approve the Economic Incentive Guidelines to be used by the IDB in its consideration of the negotiation and acceptance of payment in lieu of tax incentives attached hereto as **Exhibit A**, with the understanding that these are guidelines and not binding rules or requirements.

Adopted this 19<sup>th</sup> day of August, 2010.

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John Decker, Mayor

ATTEST:

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Amanda Priest, City Recorder

ORDINANCES....

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*July 1, 2010*

# MEMORANDUM

To: Board of Mayor and Aldermen  
From: Charlotte Soporowski, Finance Director **CKS**  
Cc: Angie Carrier, City Administrator  
Re: Budget Amendment I

---

The following budget amendment is recommended for approval. When preparing additional debt service schedules for the comprehensive budget document, I realized that there was a formula error in the Impact Fee Fund budget file. This budget amendment corrects that error. There is no change in the detail budget files or in the cash analysis regarding debt service that was presented at the budget study session. The formula that picked up the total for the budget ordinance simply left out the two lines in the proposed amendment. Should you have any questions related to this budget amendment, please let me know. Thanks.

**ORDINANCE 10-12**

**AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE FISCAL BUDGET FOR THE PERIOD ENDING JUNE 30, 2011.**

WHEREAS, it has become necessary to amend the current year's annual budget to recognize additional debt service that was omitted in a formula error for the original budget ordinance.

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Mayor and Aldermen that the Fiscal Budget ending June 30, 2011 is hereby amended as part of the attached exhibit.

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

First Reading:                      July 15, 2010

Second Reading:                    August 19, 2010

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

ATTEST:

\_\_\_\_\_  
Amanda Priest, City Recorder

City of White House  
Budget Amendment I  
July 15, 2010

					<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Amendment</u>
124	51040	610	Impact Fee Fund	Bonds - Fire	0	41,000	41,000
124	51040	631	Impact Fee Fund	Interest on Bonded Debt Fire	0	4,020	4,020

1. *To amend current 2010-2011 budget to recognize additional debt service that was omitted in a formula error for the original budget ordinance.*



# WHITE HOUSE POLICE DEPARTMENT

## John W. Decker Police Facility

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

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Gerald O. Herman, Chief of Police  
**Cc:** Angie Carrier  
**Date:** July 1, 2010  
**Re:** Title 6 - Law Enforcement Ordinance

---

The White House Police Department is respectfully requesting that you consider adopting the proposed changes to Title 6 Law Enforcement, Chapter 1, Police and Arrest Section. These changes will help us in meeting the Tennessee Law Enforcement Accreditation standards. Ordinances from several accredited police agencies in Tennessee were reviewed prior to making these proposed changes. Also, the \$25.00 daily storage fee proposed is comparable to what the local tow companies charge for the storage of vehicles.

Thank you for your consideration to this matter.

## ORDINANCE 10-13

### **AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE MUNICIPAL CODE, TITLE 6, CHAPTER 1, POLICE AND ARREST.**

WHEREAS, the Board of Mayor and Aldermen desire to update the Municipal Code amending the Municipal Code, Title 6, Chapter 1, Police and Arrest; and

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Mayor and Aldermen that the following addition be made to Title 6, Chapter 1, Police and Arrest is amended as follows:

**6-101. Policemen officers subject to Chief's orders.** All policemen officers shall comply with such orders and administrative rules and regulations as the Chief of Police may officially issue. (1979 Code, § 1-401, modified)

**6-102. Policemen officers to preserve law and order, etc.** Policemen officers shall preserve law and order within the city. They shall patrol the city and shall assist the city, state, and federal courts during the ~~trial~~ trial of cases. Policemen officers shall also promptly serve any legal process issued by the city court. (1979 Code, § 1-402)

**6-103. Policemen officers to wear uniforms and be armed.** All policemen officers shall wear such uniform and badge as the Chief of Police ~~board of mayor and aldermen~~ shall authorize and shall be armed with approved weapons ~~carry a service pistol and baton~~ at all times while on duty unless otherwise expressly directed by the Chief for a special assignments or specialized duty. (1979 Code, § 1-403, modified)

**6-104. When policemen officers to make arrests.** Unless otherwise authorized or directed in this code or other applicable law, an arrest of the person shall be made by a policeman officers in the following cases:

- (1) Whenever ~~he~~ the officer is in possession of a warrant for the arrest of the person.
- (2) Whenever an offense is committed or a breach of the peace is threatened in the officer's presence by the person.
- (3) Whenever the officer has probable cause to believe that a felony has ~~in fact~~ been committed and the ~~officer has reasonable cause to believe the person has~~ committed it.
- (4) Whenever the officer has probable cause to believe that a misdemeanor domestic violence has been committed and the person has committed it.

All arrests made by officers of the White House Police Department shall be made in accordance with the Constitution of the State of Tennessee and the Constitution of the United States. (1979 Code, § 1-404)

**6-105. Policemen officers may require assistance.** It shall be unlawful for any ~~male~~ person willfully to refuse to aid a policeman officer ~~in maintaining law and order or~~

in making a lawful arrest when such a person's assistance is requested by the policeman officer and is reasonably necessary to effect the arrest and to do so would not place such persons in danger of life or limb. (1979 Code, § 1-405)

**6-106. Disposition of persons arrested.** Unless otherwise authorized by law, when a person is arrested he that person shall be brought before the city a court of appropriate jurisdiction for immediate trial or allowed to post bond. When the city's judge or a magistrate is not immediately available and the alleged offender ~~does not~~ is not able to post the required bond, he shall be confined. (1979 Code, § 1-406)

**6-107. Police department records.** The police department shall keep a comprehensive and detailed daily record in permanent form, showing:

- (1) All known or reported offenses and/or crimes committed within the corporate limits.
- (2) All arrests made by ~~policemen~~ officers.
- (3) All police investigations made, ~~funerals conveyed, fire calls answered,~~ and other miscellaneous activities of the police department. (1979 Code, § 1-407)

**6-108. Policemen officer - age requirements.** No person shall be employed in the police department as a uniformed policeman officer dispatcher, or any other position within said department, on a full-time, part-time or reserve capacity until such individuals attains the age of twenty-one (21). (1979 Code, § 1-408)

**6-109. Municipal enforcement of rules of the road on interstate highways.** Pursuant to Ord. #05-03 , the Board of Mayor and Aldermen of the City of White House authorized enforcement of rules of the road on interstate highways. (as added by Ord. #05-03, May 2005)

**6-110. Police department records division fee schedule.** The following fee schedule for the police department's records division is hereby established.

Traffic crash report.....	\$6 per report
Other copies.....	\$1 per page
Fee to certify copies.....	\$5

(as added by Ord. #06-47, Jan. 2007)

**6-111. Establishment, equipment, and membership.** There is hereby established a police department to be supported and equipped from appropriations by the Board of Mayor and Alderman. All apparatus, equipment, and supplies shall be purchased by or through the city and shall be and remain the property of the city. The police department shall be composed of a Chief and such number of physically-fit subordinate officers as the city shall hire.

This provision shall not be read to preclude police department use of funds that are provided by statute or available through grants provided that acquisition of such funds and their expenditure are approved by the Board of Mayor and Alderman.

**6-112. Organization, rules, and regulations.** The Chief of Police shall set up the organization of the department, have full authority and responsibility for the management, direction, and control of the operations and administration of the police department, make definite assignments to individuals, and shall formulate and enforce such rules, regulations, policies and procedures as shall be necessary for the orderly and efficient operation of the police department, consistent with the personnel rules and regulations, and any other city-wide policies or rules adopted by the city administrator or the Board of Mayor and Alderman.

**6-113. Oath of Office.** The Chief of Police shall before entering upon his duties, take and subscribe, before the mayor, an oath or affirmation that he will support the Constitution and laws of the United States, and the State of Tennessee, and the charter and ordinances of the city, and that he will faithfully discharge the duties of his office or employment. Other members of the police force shall take this oath from the Chief of Police.

**6-114. Authorization to act while off-duty.** Police officers are authorized to act, during those hours when such police officers are off-duty, to enforce the law or to apprehend persons who violate the law when violations or threatened violations of the law occur in the presence of an off-duty police officer and when such actions are necessary to protect lives and property within the corporate limits of the City of White House, Tennessee, and all such actions by off-duty police officers shall be carried out in accordance with the laws, rules, regulations, policies, and procedures governing actions and conduct of police officers.

**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: July 15, 2010

Second Reading: August 19, 2010

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John Decker, Mayor

ATTEST:

---

Amanda Priest, City Recorder

## MEMORANDUM

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

**FROM:** Addam McCormick, Planning/Codes Department

**DATE:** July 1, 2010

**RE:** Zoning Ordinance Amendment

The White House Planning Commission discussed the proposed amendment at a study session. The amendment will be on the August 12, 2010 meeting for review and recommendation to the Board of Mayor and Aldermen. The Planning Commission recently deferred a rezoning proposal for 116 Calista Road. The property is currently located on the boundary line between C-2, General Commercial and R-20, Low Density Residential.

Due to the size, surrounding uses, and location of the property, the Planning Commission felt the current commercial zoning districts did not provide the adequate type of permitted and prohibited uses for this particular property. The Planning Commission discussed the need for a zoning ordinance amendment since there will be similar issues in the future. The C-5, Limited Office/Professional Service District was developed in 2007 to be a transitional zoning district but the district was not set up to allow limited personal services like hair and nail salons, photo studio, and caterings services.

## ORDINANCE 10-14

### AN ORDINANCE AMENDING ARTICLE V OF THE ZONING ORDINANCE AS INDICATED BELOW, FOR THE ADDITION OF PERMITTED USES FOR THE C-5 LIMITED OFFICE/PROFESSIONAL ZONING DISTRICT.

WHEREAS, the Board of Mayor and Aldermen wishes to amend the Zoning Ordinance to add permitted uses for the limited office and professional services zoning district. The zoning district provides a transitional zoning district between residential and commercial uses and the amendment allows limited scale personnel services and the accessory retail sales associated with those uses.

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

#### Article V Zoning Districts

##### Section 5.053 Commercial Districts

##### Sub-Section 5.053.5 C-5, Limited Office/Professional Service District

#### **5.053.5      C-5, Limited Office/Professional Service District**

#### B.      Uses Permitted

1. Essential municipal services such as:
  - city, county, state, and federal offices
  - civil defense facilities
  - court buildings
  - fire department facilities
  - police department facilities
  - post office
  - parks and recreation
2. Churches and places of assembly
3. Utility facilities (without storage yards) necessary for the provision of public services
4. Day care centers
5. Professional (Non-Medical) Offices and Services
6. **Hair and Nail Salons and accessory retail**
7. **Personal services including photo studios, clothing rentals, catering services, clothing rental agencies, and accessory retail.**

**BE IT FURTHER ORDAINED** that this ordinance amendment will be on the July 12, 2010 Planning Commission Agenda.

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

First Reading:

July 15, 2010

Second Reading:

August 19, 2010

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John Decker, Mayor

ATTEST:

---

Amanda Priest, City Recorder



# WHITE HOUSE POLICE DEPARTMENT

## John W. Decker Police Facility

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

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Gerald O. Herman, Chief of Police  
**Cc:** Angie Carrier  
**Date:** August 10, 2010  
**Re:** Title 15 – Motor Vehicles, Traffic and Parking

---

The White House Police Department is respectfully requesting that you consider adopting the proposed changes to Title 15 Motor Vehicles, Traffic and Parking, Chapter 7 Enforcement, Section 15-705 Impoundment of Vehicles. We are requesting the fee of \$2.00 for storage cost of vehicles be raised to \$25.00. The proposed fee is comparable to what the local tow companies charge for the daily storage of vehicles.

Thank you for your consideration to this matter.

**ORDINANCE 10-15**

**AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE,  
AMENDING THE MUNICIPAL CODE, TITLE 15, CHAPTER 7,  
ENFORCEMENT.**

WHEREAS, the Board of Mayor and Aldermen desire to update the Municipal Code amending the Municipal Code, Title 15, Chapter 7, Enforcement; and

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Mayor and Aldermen that the following addition be made to Title 15, Chapter 7, Enforcement is amended as follows:

**15-705. Impoundment of vehicles.** Members of the police department are hereby authorized, when reasonably necessary for the security of the vehicle or to prevent obstruction of traffic, to remove from the streets and impound any vehicle whose operator is arrested, or any unattended vehicle which is parked so as to constitute an obstruction or hazard to normal traffic. Any impounded vehicle shall be stored until the owner or other person entitled thereto, claims it, gives satisfactory evidence of ownership or right to possession, and pays all applicable fees and costs, or until it is otherwise lawfully disposed of. The fee for impounding a vehicle shall be ten dollars (\$10.00) plus the towing fee and the storage cost shall be ~~two~~ twenty-five dollars (\$25.00) for each twenty-four (24) hour period or fraction thereof the vehicle is stored. (1979 Code, § 9-605, as amended by Ord. #98-23, Nov. 1998)

First Reading: August 19, 2010

Second Reading: September 16, 2010

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

ATTEST:

\_\_\_\_\_  
Amanda Priest, City Recorder

## MEMORANDUM

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

FROM: Addam McCormick, Planning Codes Director

DATE: August 10, 2010

RE: 3357 Pleasant Grove Annexation Request

The White House Regional Planning Commission at the July 12, 2010 Meeting recommended approval of a Plan of Services for property located at 3357 Pleasant Grove Road. The property is referenced as Robertson County Tax Map 95, Parcel 99. The annexation was requested by Andrew Rickman, property owner. The property is located on the south east corner of the intersection of Pleasant Grove Road and Holly Lane. Pleasant Grove Road and Holly Lane are within the City limits.

The City recently annexed vacant parcels 105 and 106 which are 950 feet south of the intersection of Holly Lane and Pleasant Grove Road. The annexation of the property at 3357 will create a gap of six properties including 2 existing residences at 3351 and 3341 Pleasant Grove Rd. Since the City has an annexation agreement with Robertson County that requires a majority of the property owners to petition for the annexation, staff would recommend developing a petition and contacting the six property owners about requesting annexation. Since the petition could take a few months to complete, staff would prepare a separate plan of services for the remaining properties. The purpose for the annexation of the remaining properties is to clear up possible confusion of city limit boundaries and since the City already provides City services on Pleasant Grove Road, including the adjacent Holly Tree Subdivision. A sewer line was recently installed along Pleasant Grove Road from Pinson Lane to Holly Lane to service the new Heritage High School.

The property owner of the property located at 3357 Pleasant Grove Road has discussed in the future subdividing the property for an additional one to two new single family residential lots for future home construction.

## **3357 Pleasant Grove Plan of Services**

### **Roadway Maintenance:**

The City currently maintains Pleasant Grove Road from SR 76 to Bill Moss Road. The City recently re-paved Pleasant Grove Roadway. The Public Works Department will complete litter pick-up on the roadway as needed.

### **Sanitation:**

One existing home will receive trash pick up. The City currently picks up trash service for the adjacent Holly Tree Subdivision. The City will provide trash and removal services consistent with other residential properties. The City would receive \$ 180 per year in sanitation fees for the existing residence.

### **Waste Water:**

Sewer services can be provided to the property. The property owner/developer will have to install on-site sewer line connections for the property. Owner/developer will be required to pay all associated commitment, tap, and service fees. Sewer service is available to the property due to the recent sewer line installation along Pleasant Grove Road from Pinson Lane to Holly Lane.

### **Police/Fire:**

The City expects limited increased service calls in the area for the one existing and possible three residences due to the adjacent Holly Tree Subdivision and Heritage High School. The Fire Department and Police Department currently responds to service calls on Pleasant Grove and the adjacent Holly Tree Subdivision. A public fire hydrant is located on Holly Lane within 200 ft of the intersection of Holly Lane and Pleasant Grove Road. The hydrant will provide a fire service connection for the existing house but an additional fire hydrant may be required for future subdivision of the property to ensure all residential structures are within 600 feet of a fire hydrant. Future development of the property will require on site water services connections per the White House Utility District requirements.

### **City Taxes/Revenue:**

The City will receive a limited increase in property taxes with the existing residence and future development of the property thru increased property value.

### **Property Tax/Sales Tax:**

Per information provided by the Robertson County Tax Assessor's Web-site the property currently has an assessed value of \$42,700. At the current tax rate and assessed value, staff anticipates \$ 110 per year in property taxes. If the property is subdivided to create two additional properties, the City would anticipate an additional \$ 600-800 per year in property taxes. The first year of City property taxes collected for the property will start in 2011. Future replacement of the existing mobile home with a framed single family residence will also increase the property value and tax assessment.

**Development Fees:**

The City will receive building permit and impact fees with the future limited residential subdivision (1-2 additional lots) of the property. The fees are to offset costs associated with inspections and impacts created on the city's road, police, fire, and parks facilities. A single family residence permit is \$ 550-650. The City Impact for single family residences is \$ 1,245 per new house.

**Census/State Funds:**

The City receives state funds per resident. The City would not be able to count the new residences in the annexed area until the next special census. The State rates per resident have dropped in recent years but **\$102.47** per resident per year could be an additional revenue source, subject to state funding approvals.

**Expenditures with Annexation:**

1. Residential city services provided to the property which is calculated at value of \$ 1,363.55 per household.
2. City Street lights usage/maintenance rates are already being paid along Pleasant Grove Road.

**ORDINANCE 10-16**

**AN ORDINANCE TO ANNEX A CERTAIN PROPERTY AND INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF WHITE HOUSE, TENNESSEE.**

WHEREAS, a public hearing before this body will be held on the 16<sup>th</sup> day of September 2010, and notice thereof published in the *Browser Connection* on August 31, 2010 ; and

WHEREAS, application from the property owner to annex the below mentioned properties into the City limits, and

WHEREAS, a Plan of Services for such territory will be duly adopted by the White House Board of Mayor and Aldermen, and

WHEREAS, the annexation of such territories is deemed necessary for the welfare of the property owner thereof and of the City as a whole;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen of the City of White House, Tennessee that the territories described below be annexed and incorporated within the corporate boundaries of the City of White House:

**Robertson County Tax Map 95, Parcel 99**

*Beginning at the eastern right-of-way boundary of Pleasant Grove Road at the north-west property corner of Robertson County Tax Map 95, Parcel 99 then continuing in an eastern direction 255 feet, more or less, along the southern boundaries of Robertson County Tax Map 95-K, Parcels 33, 34, and a portion of 35 to the north-east property corner of Robertson County Tax Map 95, Parcel 99 then continuing in a south-west direction 325 feet, more or less, along the western property boundary of Robertson County Tax Map 95, Parcel 102 to the south-east property corner of Robertson County Tax Map 95, Parcel 99 then continuing in an western direction 220 feet, more or less, along the northern boundary of Robertson County Map 95, Parcel 100 to the south-west property corner of Robertson County Tax Map 95, Parcel 99 at the eastern right-of-way boundary of Pleasant Grove Road, the continuing in a north-east direction 338 feet, more or less, along the eastern right-of-way boundary of Pleasant Grove Road to the north-west property corner of Robertson County Tax Map 95, Parcel 99.*

This description contains the property referenced as parcel 99, Robertson County Tax Map 95; the properties contain 1.83 acres, more or less. The property contains an existing residence at 3357 Pleasant Grove Road. The property is referenced on Robertson County Tax Assessor's Web-Site per August 10, 2010 on-line parcel maps.

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

This ordinance shall become effective upon publication of final reading and thirty (30) days upon final reading, the public welfare requiring it.

First Reading: August 19, 2010

Second Reading: September 16, 2010

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

ATTEST:

\_\_\_\_\_  
Amanda Priest, City Recorder

**ORDINANCE 10-17**

**AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE  
AMENDING THE ZONING MAP FOR A 1.83 ACRE PROPERTY  
REFERENCED AS ROBERTSON COUNTY TAX MAP 95, PARCEL 99 FROM  
ROBERTSON COUNTY AGRICULTURAL TO R-20, LOW DENSITY  
RESIDENTIAL.**

**WHEREAS**, application has been received from the owner to annex the 1.83 acre property referenced as Robertson County Tax Map 95, parcel 99. Per the White House Zoning Ordinance Section 5.040 Zoning of Annexed Territory, the property is to be zoned R-20, Low Density Residential until otherwise classified.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen that the following property is rezoned as indicated above:

Robertson County Tax Map 95, Parcel 99.

**BE IT FURTHER ORDAINED** that this rezoning was approved by the Planning Commission at the July 12, 2010 meeting by reference to the White House Zoning Ordinance Section 5.040; and

**BE IT FURTHER ORDAINED** that the attached map shall become a part of this ordinance.

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

First Reading: August 19, 2010

Second Reading: September 16, 2010

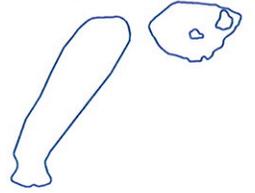
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John Decker, Mayor

ATTEST:

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Amanda Priest, City Recorder



Holly Lane

RC  
Map  
95-  
98

Pleasant Grove  
Road

## MEMORANDUM

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

FROM: Addam McCormick, Planning/Codes Department

DATE: August 10, 2010

RE: 116 Calista Road Rezoning

The White House Planning Commission at the July 12, 2010 Meeting recommended to rezone the 0.88 acre property at 116 Calista Road from R-20, Low Density Residential to C-5, Limited Office/Professional Service District. The original rezoning request was for the C-3, Neighborhood Center Commercial for a proposed hair salon with accessory retail. The Planning Commission was concerned with the permitted uses in the C-3 zoning district and recommended to rezone the property to the C-5 district. A zoning ordinance amendment is required to permit hair salons in the C-5 district. The amendment to the C-5 district was approved on first reading in July. The C-5 district was originally set up for a transitional zoning classification between single family residential and commercial uses. The intersection of Hwy 31W and Calista Road is shown on the Comprehensive Plan as a Crossroads Commercial Activity Node. Adjacent property zoning includes C-2, General Commercial, R-20, Low Density Residential, and Robertson County Agricultural.

**ORDINANCE 10-18**

**AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE  
AMENDING THE ZONING MAP FOR A 0.88 ACRE PROPERTY  
REFERENCED AS ROBERTSON COUNTY TAX MAP 107 B, PARCEL 5 FROM  
R-20, LOW DENSITY RESIDENTIAL TO C-5, LIMITED  
OFFICE/PROFESSIONAL SERVICE DISTRICT.**

**WHEREAS**, application has been received from the owner to rezone the 0.88 acre property referenced as Robertson County Tax Map 107B, Parcel 5. The property is located in a transitional area at the boundary of residential and commercial zoned properties.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen that the following property is rezoned as indicated above:

Robertson County Tax Map 107 B, Parcel 5.

**BE IT FURTHER ORDAINED** that this rezoning was approved by the Planning Commission at the July 12, 2010 meeting; and

**BE IT FURTHER ORDAINED** that the attached map shall become a part of this ordinance.

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

First Reading: August 19, 2010

Second Reading: September 16, 2010

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

ATTEST:

\_\_\_\_\_  
Amanda Priest, City Recorder

U.S. HIGHWAY 31

OAKLAND CT.

EASTSIDE DRIVE

C-2

C-2

RC  
107-B  
Parcel  
5.00

R-20

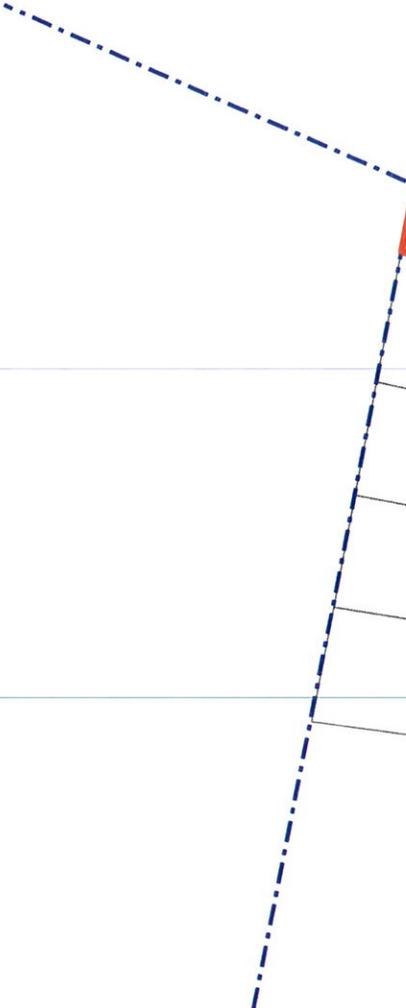
C-2

C-2

R-20

SUGAR TREE DRIVE

CALISTA ROAD



FINANCE....

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# 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 Smith**  
Director

**Linda Brooks**  
Office Administrator

**Allison Green**  
Recreation Superintendent

**Steven Russell**  
Parks Maintenance Supervisor

## MEMORANDUM

Date: 8/9/10

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

From: Ashley Smith, Director of Parks and Recreation

Re: Surplus Kitchen Equipment

I am requesting your permission to declare surplus the following kitchen appliances located inside City Hall, for the purpose of eventually purchasing new residential appliances and a range hood with the proceeds obtained by selling them.

Pitco Frialator (fryer) Model # E14B Serial # 84A4BE025BSET  
ToastMaster Super-T (fryer)  
GE Range Griddle Top  
2 GE Oven Stacking Singles  
Groen Braising Pan (Model # FPC-3 Serial # 3912CF)  
Commercial exhaust hood  
Hobart Dishwashing System (Model # XM-4IDRS Serial # 186218)  
SECO milk cooler

Thank you.

# Memo

**To:** Board of Mayor and Alderman  
**From:** Ed Hickman – Director of Public Works  
**CC:** A. Priest  
**Date:** 8/3/2010  
**Re:** Recommended Vendor for Roll off Container service at Public Works

---

On this date, August 2, 2010 I recommend that the Board accept the Bid for Roll off Container service at Public Works as quoted by Allied Waste Services.

\$50.00 Rental per container per month.

\$150.00 Haul Fee per container.

\$39.00 per ton disposal fee.

Fuel and environmental fees will apply.

Thank you for your consideration. If you have any questions regarding this matter, you may contact me at 672-0215.

	Allied Waste Services	WASTE MANAGEMENT	WASTE INDUSTRIES
ROLL OFF SANITATION	700 Murfreesboro Rd	1428 Antioch Pike	7320 Centennial Blvd
OPENING: JULY 14th, 2010	Nashville, TN 37210	Antioch, TN 37013	Nashville, TN 37209

SPECIFICATIONS:

	Unit Cost	Unit Cost
30 yard roll off container service for Public Works, to be emptied and returned when requested	\$150.00 per haul	\$375 per haul
	\$39.00 per ton	\$465 per haul
	\$50 per month rental	
Delivery	3 days after call	upon request
Totals	\$ 278.00	\$ 375.00
	Total based on 2 tons @\$39 per ton	\$ 465.00
		\$ -



**Memo**

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

FROM: Bill K. Crusenberry, Director of Wastewater

DATE: August 9, 2010

SUBJECT: CWA 2009-246 Cope's Crossing Lift Station Change Order #3

---

I recommend approval of Change Order #3.

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



August 4, 2010

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

RE: Recommendation of Change Order No. 3

Dear Bill:

We hereby recommend the attached Change Order No. 3, which includes the addition of 140 days of contract time to the project. The 140 days of additional contract time is granted for delays to the Contractor for abnormal weather delays and sewer line route changes. The weather delays were caused by flooding at the project site along Jones Branch and the White House/Nashville area in early May. The sewer line route changes were required to avoid existing utilities and to keep the project sewer lines in existing sewer easements. The Original Contract Completion date was July 15, 2010. The revised Contract Completion Date after this Change Order is December 2, 2010. The Contract Price for the work is not changed as a result of this change order.

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, appearing to read "Ben R. Simerl", written in a cursive style.

Benjamin R. Simerl  
Project Manager

Enclosure  
06608/letters/bc04aug10.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 No. 3

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

Project: Copes Crossing Sewage Pumping Station, Gravity 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.: 06608

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

Description: Addition of Contract Time for Weather and Sewer Line Modification Delays

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
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): _____
Increase from previously approved Change Orders No. 1 to No. 2:  \$101,000.00	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order:  \$1,061,917.60	Contract Times prior to this Change Order: Substantial completion (days or date): 7/15/2010 Ready for final payment (days or date): 7/15/2010
Increase/Decrease of this Change Order:  \$0.00	Increase of this Change Order: Substantial completion (days or date): 140 days Ready for final payment (days or date): 140 days
Contract Price incorporating this Change Order:  \$1,061,917.60	Contract Times with all approved Change Orders: Substantial completion (days or date): 12/02/2010 Ready for final payment (days or date): 12/02/2010

RECOMMENDED: By: <u>B. R. P.</u> Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: _____ Contractor (Authorized Signature)
Date: <u>8/4/10</u>	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____



**Memo**

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

FROM: Bill K. Crusenberry, Director of Wastewater

DATE: August 9, 2010

SUBJECT: GPS Mapping/Record keeping

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GEO-Jobe proposes to import and collect GPS data to our GIS map, analyze it for accuracy and clean the data to best represent City of Whitehouse Wastewater System. Design a Geodatabase for ease of use and editing. All data will be stored together in a commercial DBMS (Database Management System). This means that City of White House Wastewater will have an integrated data management policy covering all data, which will significantly simplify support and maintenance, and reduce costs. The development of a personal Geodatabase will result in an easy transition to a Multiuser Geodatabase for other City Departments for future use.

GEO-Jobe also proposes to create connectivity between the GIS and the current wastewater billing system. This will allow the GIS map to be even more effective in its everyday use.

I recommend approval of Option #2.

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



City of White House  
Bill Crusenberry  
105 College St.  
White House, TN 37188

June 25, 2010

RE: City of White House Wastewater  
GIS Mapping

Dear Mr. Crusenberry:

GEO-Jobe GIS Consulting is pleased to provide a quote for Geographic Information System (GIS) services in response to the recent request from the City of White House Wastewater. The estimate was prepared to meet your needs in a timely and economical manner for implementing a GIS in your organization. GEO-Jobe is an ESRI (a leader and industry standard in GIS community) Business Partner, Consultant, Reseller, Instructor and we are the official Tennessee Trimble Dealer-Representative for Trimble Navigation. Our proposed services are as follows:

**GPS Services**

**GPS Data Collection:** GEO-Jobe proposes to obtain Global Positioning System (GPS) latitude/longitude coordinates and GIS attribution for the following wastewater features. Data will be collected using Trimble sub-foot GPS equipment, a standard in the GIS mapping industry. Completed GPS data will be delivered to the City of White House Wastewater in Tennessee State Plane, NAD 83 coordinate system.

<u>Feature</u>	<u>Estimated # of features</u>	<u>Price</u>
Vacuums and Grinders	(3800)	\$30,400.00
Valves	(2750)	\$22,000.00
Manholes	(100)	\$800.00
Cleanouts	(380)	\$3,040.00
Pumping Stations	(11)	Included
Pipe	(93 miles)	\$18,600.00
7041 features + 93 miles		

7 Feature Classes totaling 7041 features + 100 miles \$74,840.00  
(\* Pricing is done, on a system-wide base, with the understanding that City of White House Wastewater will provide a means for accurate and timely feature identification)

**GIS Services**

**Import Collected Data:** GEO-Jobe proposes to import collected data to GIS, analyze for accuracy and clean the data to best represent City of Whitehouse Wastewater System. All data deemed to be unacceptable by GEO-Jobe will be recollected at no additional cost to the client.

**Develop Symbology:** At the conclusion of the project data will be presented to City of White House Wastewater using standard symbology for a wastewater system.

**Geodatabase Design:** GEO-Jobe proposes to develop your data into a Geodatabase for ease of use and editing. All data (vector, raster, address, measures, CAD, etc.) will be stored together in a commercial off-the-shelf DBMS. This means that City of White House Wastewater will have an integrated data management policy covering all data, which will significantly simplify support and maintenance, and reduce costs. Personal Geodatabases are stored in Microsoft's Jet engine. Multiuser Geodatabases accessed by ArcSDE are stored in IBM DB2, Informix, Oracle, or Microsoft SQL Server. The development of a personal Geodatabase will result in an easy transition to a Multiuser Geodatabase in the future. The Geodatabase supports advanced capabilities such as geometric and logical networks, true curves, complex polylines, and user-defined features. Vector features can have two, three, or four dimensions (x,y,z, and m). Users can define topological and associative relationships and rules that define how feature classes interact.

**Existing Database Connectivity:** GEO-Jobe proposes to create connectivity between the GIS and the current billing information. This will allow the GIS to be even more effective in its everyday use. Billing database connectivity is subject to the entities billing software and the cooperation of the respective billing software provider.

Total:

GIS Services \_\_\_\_\_ \$5000.00

### GPS Training & Support

**Trimble GeoXH GPS Unit:** GEO-Jobe proposes to train your personnel onsite to configure and use this unit with the Pathfinder Office / TerraSync software.

**Trimble GPS Pathfinder Office Software:** GEO-Jobe proposes to train your staff onsite on the use of this software to:

- Post-process data
- Verify Data for Accuracy
- Create a Data Dictionary
- Plan GPS activity Based on Satellite Availability
- Transfer Data from Data Logger
- Import Background Files
- Etc.

**Trimble TerraSync Software:** GEO-Jobe proposes to train your staff onsite on the use of the software to:

- Do Infield Planning Based on Satellite Availability
- Collect GPS Data (Points, Lines & Polygons)
- Utilize Background Files
- Etc.

**GEO-Jobe GPS Support:** GEO-Jobe offers support on all services and products we sell for one year. Support includes but is not limited to:

- Upgrades to GPS software for 1 year
- Telephone and Email Support
- Use of Substitute Equipment if Needed for Warranty (*If available*)

## Overall Pricing

### *Option1*

7 Feature Classes totaling 7041 features + 100 miles	\$74,840.00
GIS Services	\$5,000.00
GPS Training	Included
Whole System Discount	\$4,000.00
	Total = \$75,840.00

### *Option2:*

GEO-Jobe understands the budgeting constraints of City Government and will agree to enter into an agreement with a "One Year Option to Extend". The City of White House can exercise this option for a period of fourteen (14) months after this document is signed. If the City of Whitehouse exercises this option and has available funding the total price will revert to the above option labeled "Option1" for a total of \$75,840.00

The agreement would be as follows:

All or Part of the Vacuums and Grinders	(3800)
All or Part of the Manholes	(100)
All or Part of the Cleanouts	(380)
All or Part of the Pumping Stations	(11)
All or Part of the Valves	(2750)
All or Part of the Pipes	(100 Miles)

GEO-Jobe agrees to collect as many point features as needed for \$10/feature and as many miles of line as needed at \$100/mile.

7 Feature Classes totaling 7041 features + 100 miles	\$80,410.00
GIS Services	\$5,000.00
GPS Training	Included
Whole System Discount	\$4,000.00
	Total = \$81,410.00

### *Option3*

Vacuums and Grinders	\$30,400.00
GIS Services	\$5,000.00
GPS Training	Included
	Total = \$35,400.00

## Billing

GEO-Jobe requests a 25% deposit of the total project amount before beginning the project. This fee includes all start-up cost. The remaining amount on the total project price will be pro-rated and billed to the City of White House Wastewater on a monthly basis.

## Acceptance

Thank you for the opportunity to submit a proposal on this project, and we look forward to working with you. GEO-Jobe GIS Consulting estimates 3-6 months from the project start date for completion. This quote is valid for 90 days from the date of this letter. If this proposal is acceptable, please have a representative that can legally bind City of White House Wastewater sign on the line provided and mail to: GEO-Jobe GIS Consulting, PO Box 140445, Nashville, TN 37214

Sincerely,



Richard Duncan, Vice President

Approved and accepted:

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Printed Name and Title

**Memo**

TO: Board of Mayor and Alderman  
FROM: Ron Bailey, City Engineer  
DATE: August 19, 2010  
SUBJECT: 2009-10 Paving Contract – one year extension

---

The City's Paving contract has expired with Rogers Group, Inc. The contract has a one year renewal option that Rogers Group has agreed to accept. The option includes an escalation/de-escalation clause for the cost of asphalt cement based on the State "Bituminous Asphalt Index." Per the clause in the contract documents, the asphalt prices will be adjusted to the index based on the month the material is supplied.

I recommend that the Board of Mayor and Alderman approve a one-year renewal of the contract with Rogers Group, Inc.

AGREEMENT BETWEEN  
OWNER AND CONTRACTOR

THIS AGREEMENT made as of the 26 day of August, 2009, by and between the OWNER, CITY OF WHITE HOUSE, SUMNER and ROBERTSON COUNTY, TENNESSEE, and Rogers Group, Inc., hereinafter called the CONTRACTOR:

WITNESSETH THAT the OWNER and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The CONTRACTOR will perform all Work as shown in the Contract Documents for the completion of the Project generally described as follows:

Article 2. ENGINEER. The Project has been designed by the Engineering Department, City of White House, 105 College Street, White House, Tennessee, who will act as the ENGINEER in connection with completion of the Project in accordance with the Contract Documents.

Article 3. CONTRACT TIME. The work for this Contract shall be completed within 45 calendar days after the date which the CONTRACTOR is to start the Work as provided in the Contract Documents.

Article 4. CONTRACT PRICE. The OWNER will pay the CONTRACTOR for performance of the Work and completion of the Project in accordance with the Contract Documents subject to adjustment by Modifications as provided therein in current funds as follows:

One hundred and thirty thousand dollars  
(written)  
(\$ 130,000 ) in accordance with the conditions and prices stated in the Proposal.

Article 5. PAYMENT. The OWNER will pay the CONTRACTOR upon completion and acceptance of all the Work covered in this contract based on the unit prices stated in the proposal and quantities actually in place.

Article 6. MISCELLANEOUS.

6.1 Neither the OWNER nor the CONTRACTOR shall, without the prior consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies due or to become due without consent of the OWNER.

6.2 The OWNER and the CONTRACTOR each binds himself, his partners, successors, assign and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.3 The Contract Documents constitute the entire agreement between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

Article 7. TIME FOR COMPLETION AND LIQUIDATED DAMAGES. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the time for completion as specified in the Contract is an ESSENTIAL CONDITION of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed, and that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within 45 calendar days thereafter. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted the OWNER, then the CONTRACTOR does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the OWNER, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, \$100 for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated for completing the work of the total Contract.

The same amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount shall be retained from time to time by the OWNER from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the CONTRACTOR shall not be changed with liquidated damaged or any excess cost when the delay in completion of the work is due:

7.1 To any preference, priority, or allocation order duly issued by the Government;

7.2 To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, or of the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and,

7.3 To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections 7.1 and 7.2 of this article;

Provided, further, that the CONTRACTOR shall within ten (10) days from the beginning of such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

IN WITNESSETH WHEREOF the parties hereto have executed this Agreement the day and year first above written.

OWNER: CITY OF WHITE HOUSE  
SUMNER and ROBERTSON COUNTY  
TENNESSEE

BY: Angie Carrier  
ANGIE CARRIER

TITLE: City Administrator

CONTRACTOR:

BY: [Signature]

TITLE: Construction Mgr.

**Memo**

TO: Board of Mayor and Alderman

FROM: Ron Bailey, City Engineer

DATE: August 19, 2010

SUBJECT: 2009-10 Roadway Repair Contract – one year extension

---

The City's Roadway Repair contract has expired with Sessions Paving Company. The contract has a one year renewal option that Sessions has agreed to accept. The option includes an escalation/de-escalation clause for the cost of asphalt cement based on the State "Bituminous Asphalt Index." Per the clause in the contract documents, the asphalt prices will be adjusted to the index based on the month the material is supplied.

I recommend that the Board of Mayor and Alderman approve a one-year renewal of the contract with Sessions Paving Company.

AGREEMENT BETWEEN  
OWNER AND CONTRACTOR

THIS AGREEMENT made as of the 26 day of August, 2009, by and between the OWNER, CITY OF WHITE HOUSE, SUMNER and ROBERTSON COUNTY, TENNESSEE, and Sessions Paving Co, Inc., hereinafter called the CONTRACTOR:

WITNESSETH THAT the OWNER and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The CONTRACTOR will perform all Work as shown in the Contract Documents for the completion of the Project generally described as follows:

Article 2. ENGINEER. The Project has been designed by the Engineering Department, City of White House, 105 College Street, White House, Tennessee, who will act as the ENGINEER in connection with completion of the Project in accordance with the Contract Documents.

Article 3. CONTRACT TIME. The work for this Contract shall be completed within 45 calendar days after the date which the CONTRACTOR is to start the Work as provided in the Contract Documents.

Article 4. CONTRACT PRICE. The OWNER will pay the CONTRACTOR for performance of the Work and completion of the Project in accordance with the Contract Documents subject to adjustment by Modifications as provided therein in current funds as follows:

Seventy thousand dollars  
(written)  
(\$ 70,000 ) in accordance with the conditions and prices stated in the Proposal.

Article 5. PAYMENT. The OWNER will pay the CONTRACTOR upon completion and acceptance of all the Work covered in this contract based on the unit prices stated in the proposal and quantities actually in place.

Article 6. MISCELLANEOUS.

6.1 Neither the OWNER nor the CONTRACTOR shall, without the prior consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies due or to become due without consent of the OWNER.

6.2 The OWNER and the CONTRACTOR each binds himself, his partners, successors, assign and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.3 The Contract Documents constitute the entire agreement between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

Article 7. TIME FOR COMPLETION AND LIQUIDATED DAMAGES. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the time for completion as specified in the Contract is an ESSENTIAL CONDITION of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed, and that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within 45 calendar days thereafter. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted the OWNER, then the CONTRACTOR does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the OWNER, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, \$100 for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated for completing the work of the total Contract.

The same amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount shall be retained from time to time by the OWNER from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the CONTRACTOR shall not be changed with liquidated damaged or any excess cost when the delay in completion of the work is due:

7.1 To any preference, priority, or allocation order duly issued by the Government;

7.2 To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, or of the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and,

7.3 To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections 7.1 and 7.2 of this article;

Provided, further, that the CONTRACTOR shall within ten (10) days from the beginning of such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

IN WITNESSETH WHEREOF the parties hereto have executed this Agreement the day and year first above written.

OWNER: CITY OF WHITE HOUSE  
SUMNER and ROBERTSON COUNTY  
TENNESSEE

BY: Angie Carrier  
ANGIE CARRIER

TITLE: City Administrator

CONTRACTOR: Sessions Paving Company, Inc.

BY: Robert A. Hutcherson

TITLE: PRESIDENT



# 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 Smith**  
Director

**Linda Brooks**  
Office Administrator

**Allison Green**  
Recreation Superintendent

**Steven Russell**  
Parks Maintenance Supervisor

## MEMORANDUM

Date: August 10, 2010

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

From: Ashley Smith, Director of Parks and Recreation

Re: Electrical Engineering Services for Stadium Lighting

I requested proposals from electrical engineering firms to obtain professional electrical design, specifications, construction documents, bidding services and construction administration for replacement of the existing football field lighting system at the Dewey Whitson Stadium.

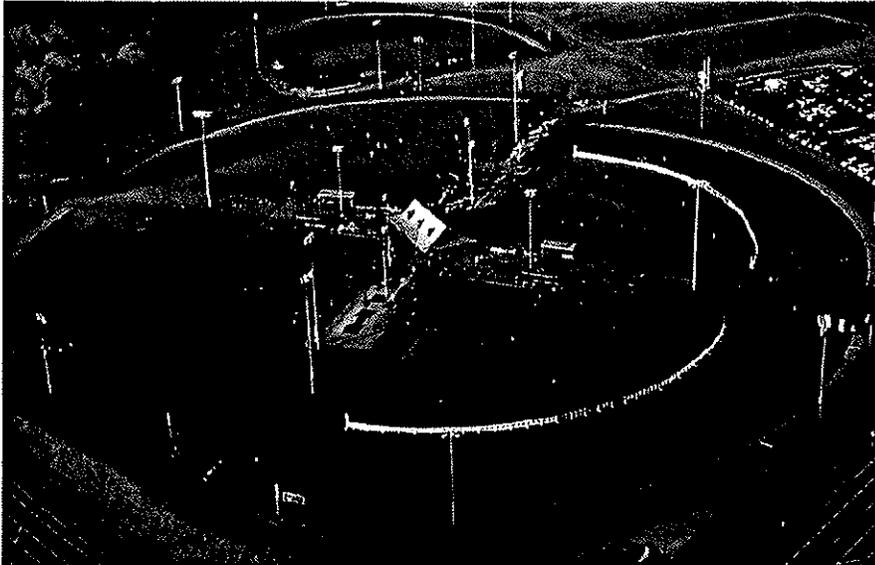
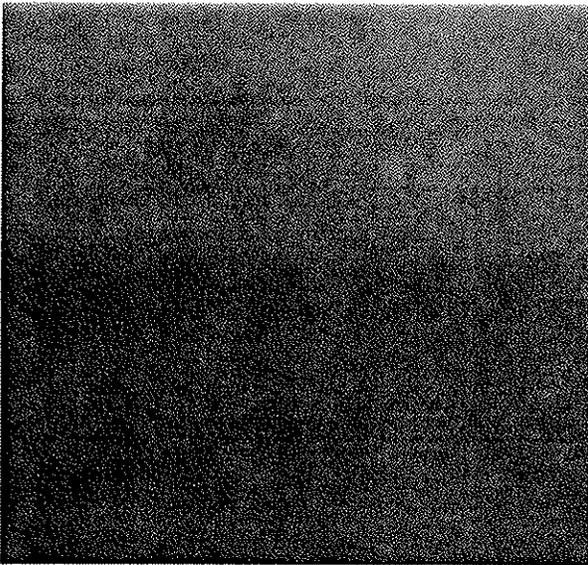
Two proposals were received on Wednesday, July 28, 2010, from Barge Waggoner Sumner & Cannon and from Gresham, Smith and Partners.

Both of the firms appear to have an understanding of the project requirements as detailed in the request for proposals. They also have demonstrated park experience, as evidenced by the proposals included in your packet, and appear to be suited for the task.

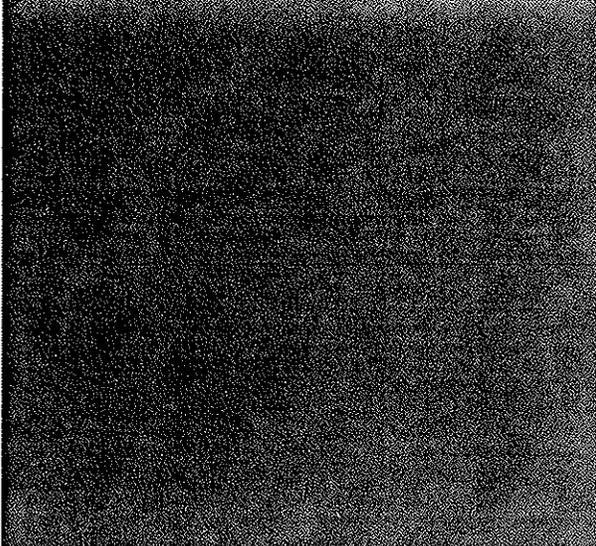
Totals for the electrical engineering services are listed below.

### Cost of Services

Barge Waggoner Sumner & Cannon	\$28,806
Gresham, Smith and Partners	\$18,190



Proposal and Statement of Qualifications  
**MUNICIPAL PARK FOOTBALL FIELD LIGHTING**  
CITY OF WHITE HOUSE, TN



**BWSC** | BARGE  
WAGGONER  
SUMNER &  
CANNON, INC.<sup>®</sup>

July 28, 2010

Ms. Carol Sturm  
Purchasing Coordinator  
City of White House  
105 College Street  
White House, TN 37188

**RE: Proposal for Municipal Park Football Field Lighting**

Dear Ms. Sturm:

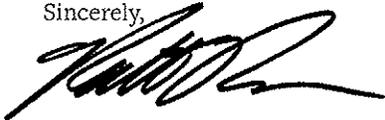
Barge Waggoner Sumner & Cannon, Inc. (BWSC) is pleased to respond to your request for a proposal for professional design services on the subject project. We are excited to have the opportunity to team with the City of White House and its Parks and Recreation Department to design a new lighting system for the Dewey Whitson Football Stadium.

We understand that close coordination with the Parks Director, City staff, and others, as well as detailed review of the site's existing conditions will be required in order to determine the best possible solution for the stadium's new lighting needs.

We have assembled a qualified and experienced team of design professionals to meet the needs of your project. Since our establishment in 1955, BWSC has been involved in hundreds of parks and recreation projects across the Southeast. We will utilize this experience to meet your criteria and goals for this project.

BWSC is highly qualified for this assignment in that we combine a long, successful history of providing creative, award-winning parks and recreation services along with our engineering and architectural capabilities to address virtually any technical issue that could arise during the design and construction phases of this project. We look forward to teaming with your city to improve this facility.

Sincerely,



Nathan A. Brown, P.E.  
Manager, Electrical Services

Enclosure

cc: Ed Mahoney, BWSC

# 1. Recent Similar Experience



Sgt. Jerry Mundy Memorial Park, Mt. Juliet, TN

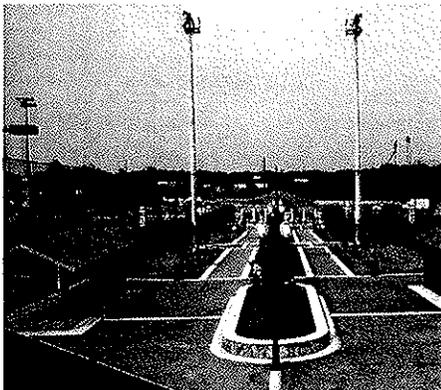
Barge Waggoner Sumner and Cannon, Inc. (BWSC), is a professional services firm that includes engineers, architects, planners, landscape architects, surveyors, and scientists. Over 300 people are employed in offices in Tennessee, Alabama, and Ohio.

BWSC provides services from conception to completion for buildings, parks, roads, airports, manufacturing plants, utilities, and environmental cleanups. We start at the beginning with our clients and help them determine what their needs are, then plan and program what the solution will be, and finally develop construction drawings, assist with permitting, and help see the project through. Whether you need a new facility, a new location, a renovation, a remediation, or just a better way to do things, we can help.

BWSC is ranked in the top 200 engineering and design firms in the nation. Our yearly revenue exceeds \$50 million.

BWSC has extensive experience with municipal sports parks, community centers, and fitness facilities. This level of experience over the past half-century (including several projects in the last five years) has given us insight into the design issues associated with the function and operation of highly specialized sports facilities. With the variability of construction costs, new and improved materials and construction methods, and innovative energy-saving techniques, BWSC's extensive and recent experience will be invaluable.

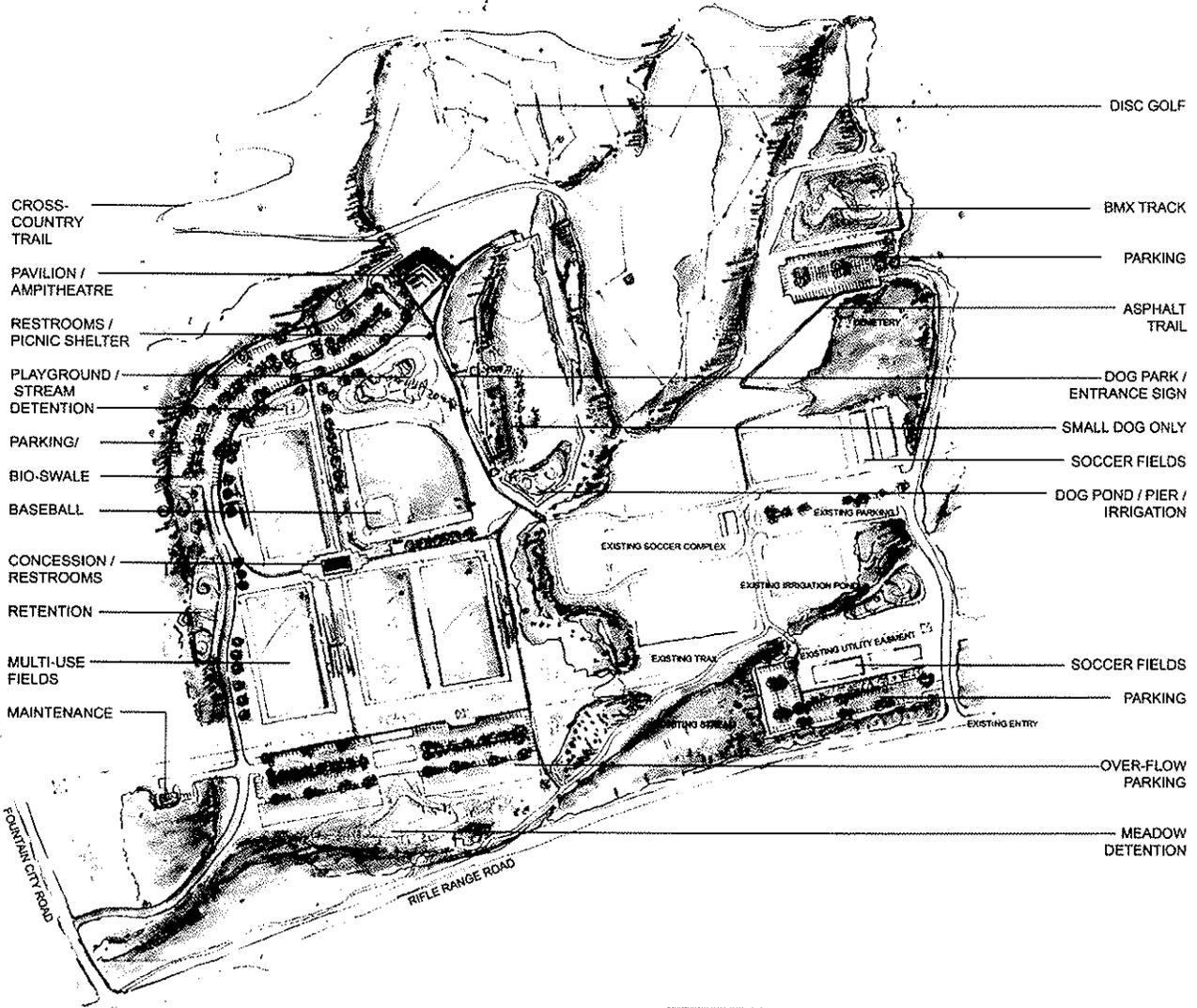
The projects on the following pages provide examples of similar projects for which BWSC has performed services of similar size, scope, and complexity.



Caswell Park, Knoxville, TN

# Tommy Schumpert Park

Knoxville, Tennessee



BWSC refined a master plan prepared by others and prepared construction plans for this new 175-acre park for the Knox County Parks and Recreation Department. Phase I of the park includes three lighted multi-purpose fields that can be used for football, soccer, lacrosse, and other field sports, and an additional five youth soccer fields. Also included is a lighted baseball field that will be used as the home field for Central High School. A single-story concessions and restroom building serves these athletic fields. A 5-acre dog park is included in Phase I, as are a disc golf course, paved walking trails, a cross country course, and primitive trails. Other facilities contained in the master plan that will be built in future phases include a BMX track, a shelter that will accommodate 250 people, additional restrooms, and other passive recreation facilities.

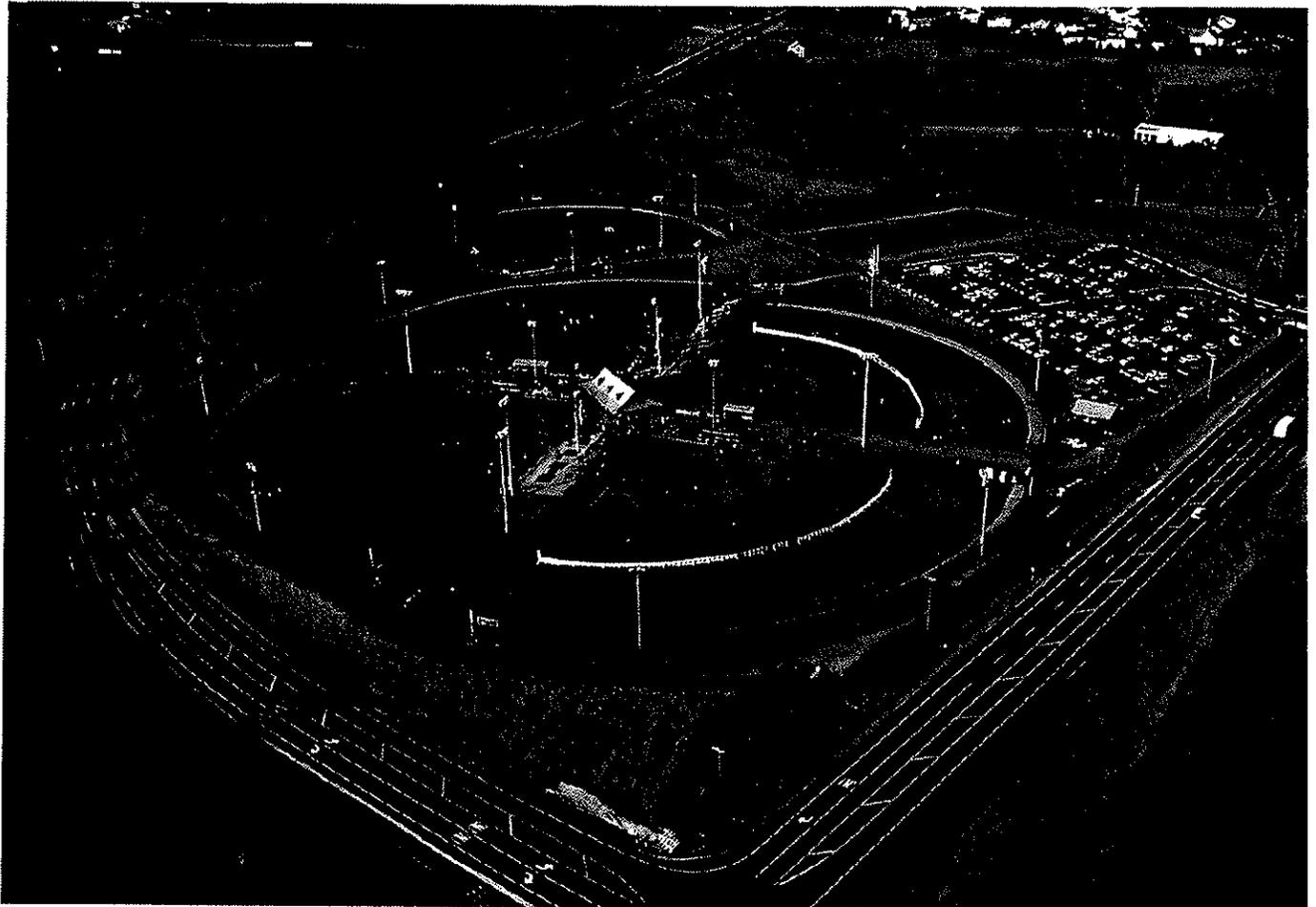
## CONTACT & INFORMATION

Mr. Doug Bataille, Director  
 Knox County Parks and Recreation  
 2447 Sutherland Avenue  
 Knoxville, Tennessee 37919  
 (865) 215-6600  
 Original Contract: \$284,761  
 Final Contract: \$287,361  
 Dates: 1/2007 - 11/2008

Completed within original timeframe & budget: Timeframe, no; Budget, yes; Weather conditions delayed construction. A maintenance building was added to the scope of the project while the project was under construction; thus the final construction cost is higher than the construction estimate.

# Knox County Sports Park

Karns, Tennessee



**Master Plan** - BWSC completed a master plan for a park in the Karns community in Knox County and preliminary concept plans on two sites. For the selected site, BWSC prepared a revised concept that accounted for a new road to bisect the site. Lying along Beaver Creek, the site is prone to flooding and a sinkhole existed on site. The master plan called for five baseball/softball fields, three multi-purpose football/soccer fields, trails, playground, shelter and a fishing pier on Beaver Creek.

**Phase I Design** - Phase I construction plans included parking, the five baseball/softball fields, three multi-purpose fields, a restroom/concessions building, walking trail and a maintenance facility. The new 3,500 SF building included concessions stand, toilets, storage and a meeting room. The facility was designed to blend into the local area with rustic materials and natural colors to reflect the character of local architecture. A porch surrounding the entire building to provide shade during hot summer tournaments gives it a country flavor. Extensive erosion control measures prevented erosion from entering Beaver Creek during the construction process.

## CONTACT & INFORMATION

Mr. Doug Bataille, Director  
 Knox County Parks and Recreation  
 2447 Sutherland Avenue  
 Knoxville, Tennessee 37919  
 (865) 215-6600  
 Original Contract: \$159,500  
 Final Contract: \$175,187  
 Dates: 3/2003 - 4/2005  
 Completed within original timeframe &  
 budget: Yes

## Summit of Softball

Chattanooga, Tennessee



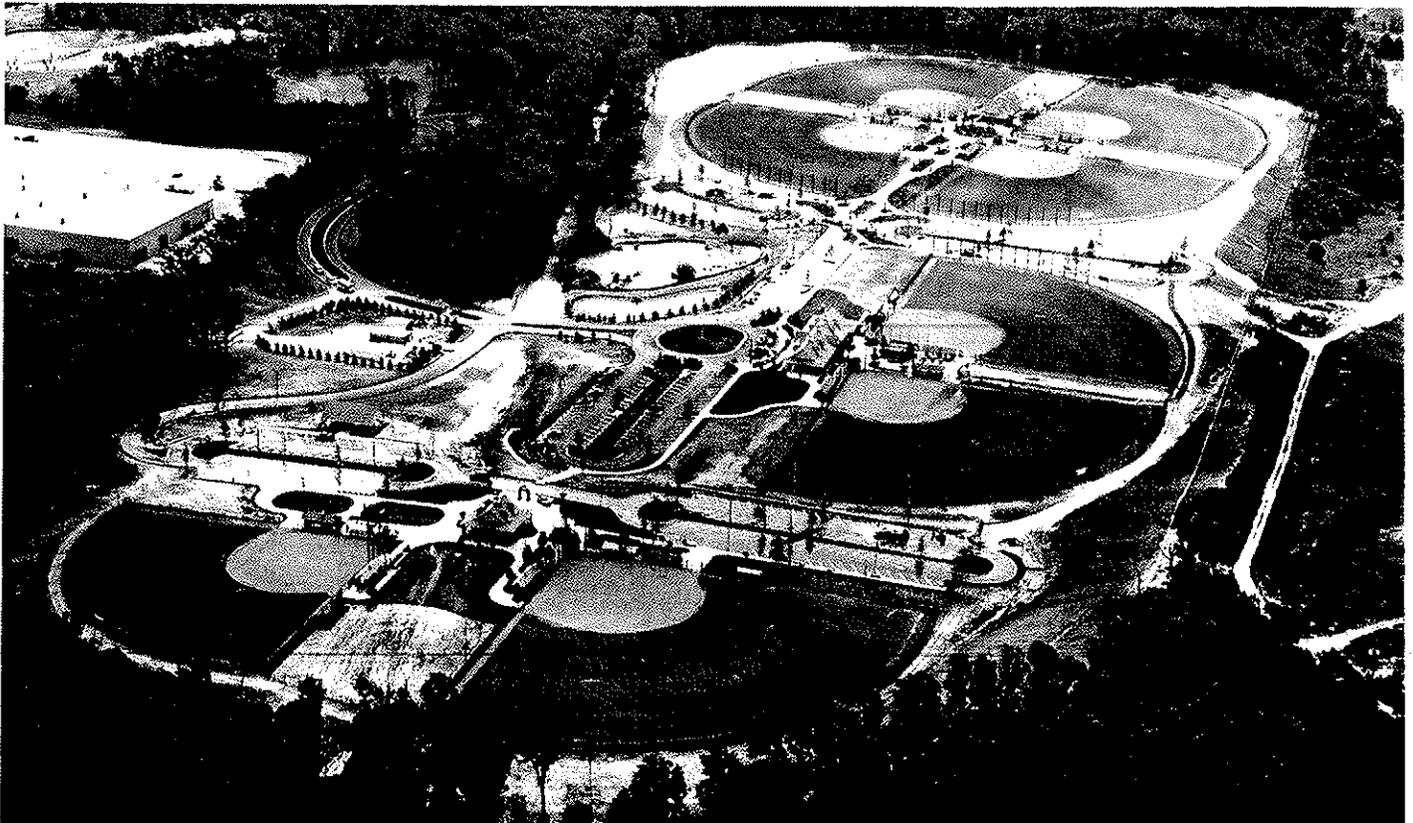
### CONTACT & INFORMATION

Mr. Larry Zehnder, Administrator  
 City of Chattanooga Department of Parks  
 and Recreation  
 1102 Watkins Street  
 Chattanooga, Tennessee 37404  
 (423) 643-6088  
 Original Contract: \$712,467  
 Final Contract: \$712,467  
 Dates: 5/2007 - 9/2009  
 Completed within original timeframe &  
 budget: Yes

Chattanooga's innovative complex was purposed to return the city to the big leagues of tournament play and bring revenue to the city. It succeeded on both fronts. The first event, the National Softball Association's Eastern World Series, drew 232 teams and an estimated \$3.6 million in visitor spending. As reported in The New York Times, Mayor Ron Littlefield said income from sales and hotel taxes was "a real payback."

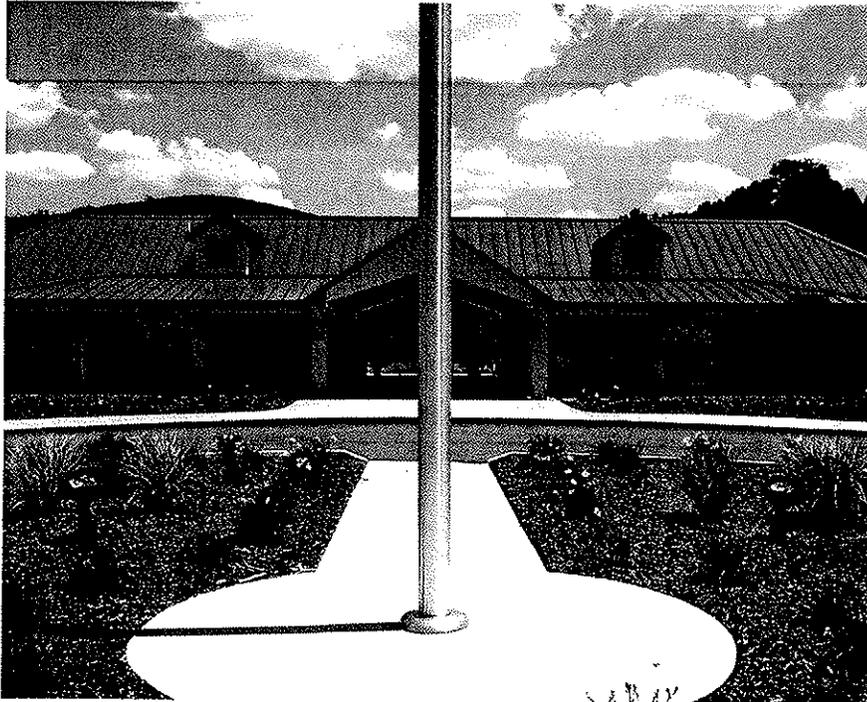
The site chosen for the world-class facility had many design challenges that had to be overcome by BWSC. A prominent characteristic was the forty feet of grade change across the site. This dictated a design approach that formed the fields into three different terraces, with the upper terrace providing a picturesque view of the entire complex. A large petroleum pipeline traversing the site was particularly challenging. Construction and grading were limited within the pipeline easement. But lemonade was made from this lemon by locating two fields on either side of the pipeline and using the raised pipeline easement to create a grass berm between the fields for spectator seating.

The finished complex consists of eight laser-graded, adult softball fields; extensive landscaping, including landscape planters and shade trees; and custom site furnishings such as entry signage, entry arches, railings, seat walls, shade structures, trash receptacles, and specialty paving in pedestrian areas. Elements are color-coded to help visitors navigate around the site. Energy-efficient sports lighting minimizes light pollution into the night sky.



## Eastman Park at Horse Creek

Kingsport, Tennessee



BWSC prepared a master plan for a six-field soccer complex located in a flood fringe. The site design not only had to accommodate the presence of flood water, but also wetlands scattered around the site. The design concept for the complex focused on sustainable design principles including using wetland areas as bio-retention facilities and the use of natural materials to highlight the environmental character of the site. Sustainable design elements were also incorporated into design of the parking lots, including drainage swales to slow down runoff, recharge the ground water, and provide first flush of the stormwater. In addition, porous pavement was considered for the parking surface. The complex includes three lighted fields and two large fields that can be converted to four. A central building houses restrooms/changing space, concessions, storage and meeting spaces. Other structures include several open pavilions and a maintenance building. Walking trails wind through the site to provide access to the fields and opportunities for non-soccer recreation activities. The master planning process involved community input and extensive interaction with user groups.

### CONTACT & INFORMATION

Ms. Kitty Frazier, Director  
Kingsport Parks and Recreation  
1550 Fort Henry Drive  
Kingsport, Tennessee 37664  
(423) 229-9457

Original Contract: \$472,011

Final Contract: \$452,011

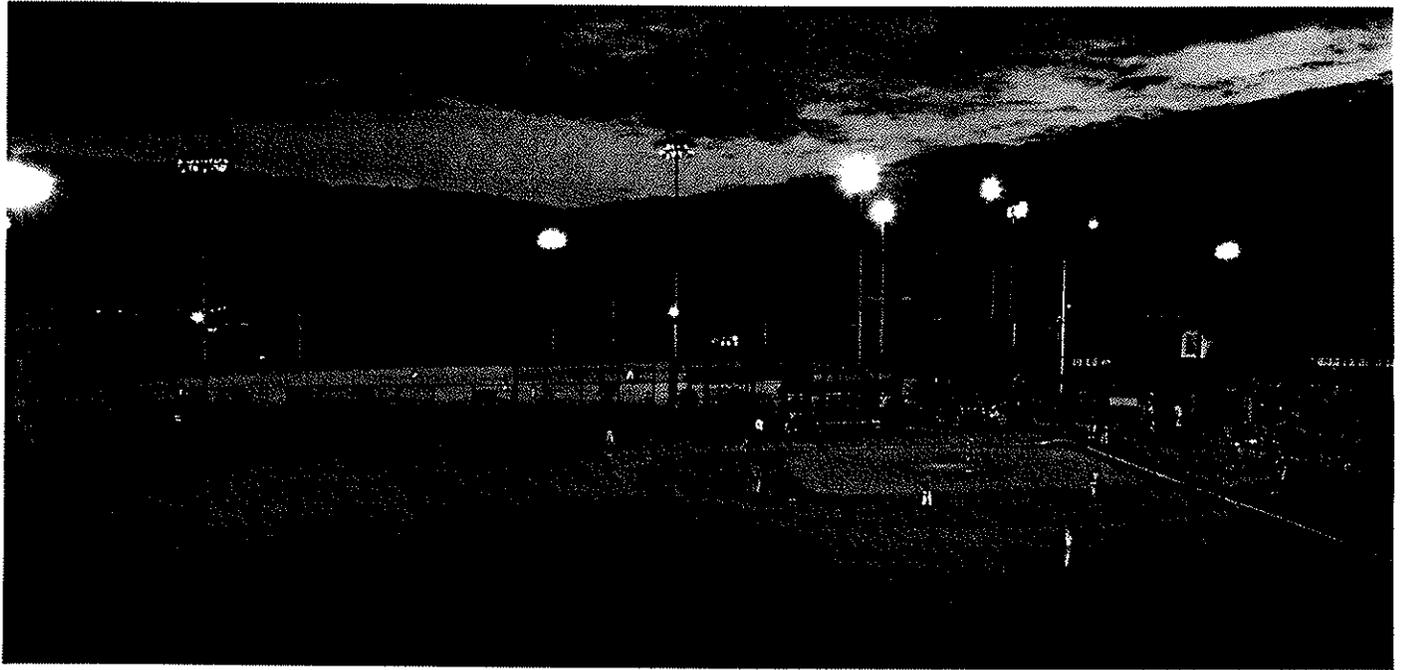
Dates: 9/2001 - 4/2005

Completed within original timeframe & budget: Budget, Yes;  
Timeframe, No; The project was delayed by availability of  
funding and weather conditions during construction.

\*This park and Domtar Park were under the same contract.

## Domtar Park

Kingsport, Tennessee



BWSC prepared a master plan for an eight-field baseball/softball complex for improvements at a park site on the Holston River. Domtar Park contains two softball fields and four soccer fields. Due to a land swap and the acquisition of additional acreage for a soccer complex, the City retained BWSC to evaluate the site to determine the feasibility of consolidating all recreation program baseball/softball facilities at Weyerhaeuser Park. After completing a site analysis, conducting public input, and examining demand and supply for baseball/softball facilities, a master plan was developed that contains two 300' softball fields, four 200' youth baseball fields and two 350' senior youth league baseball fields. The overall master plan included trails, picnic facilities, shelters, picnic sites and a boat launching ramp. The site is located on the Long Island of the Holston River, a site steeped in history.



### CONTACT & INFORMATION

Ms. Kitty Frazier, Director  
 Kingsport Parks and Recreation  
 1550 Fort Henry Drive  
 Kingsport, Tennessee 37664  
 (423) 229-9457  
 Original Contract: \$472,011  
 Final Contract: \$452,011  
 Dates: 9/2001 - 4/2005

Completed within original timeframe & budget: Budget, Yes; Timeframe, No; The project was delayed by availability of funding and weather conditions during construction.

\*This park and Eastman Park were under the same contract.

# Caswell Park

Knoxville, Tennessee

BWSC provided landscape architecture, architecture, and engineering for the reworking of an historic neighborhood park. The design included a tournament-level softball complex, new clubhouse and scorer's tower, water play area, senior citizen activities area, several playgrounds, walking trails, and picnic shelters. The clubhouse and scorer's tower includes concessions and restrooms. The park is the winner of several awards, including a Merit Award from the Tennessee chapter of ASLA and an Excellence Award from the Knoxville-Knox County Planning Commission.

## CONTACT & INFORMATION

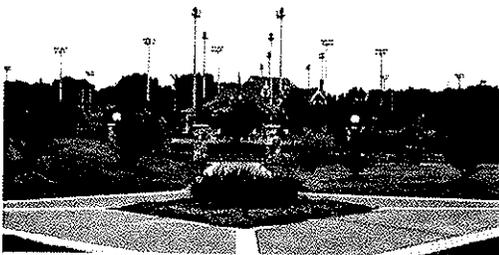
Mr. Joe Walsh, Deputy Director  
City of Knoxville Parks and Recreation  
City County Building, Room 303  
400 Main Street, P. O. Box 1631  
Knoxville, Tennessee 37901  
(865) 215-4311

Original Contract: \$3,400,00

Final Contract: \$3,420,286

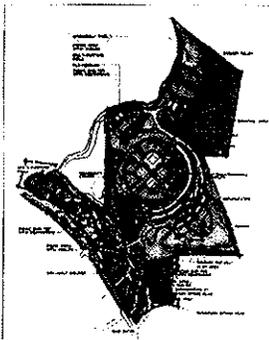
Dates: 1/2001 - 4/2003

Completed within original timeframe & budget: The change orders were primarily due to a variety of site factors including a higher volume than anticipated of rock excavation, bad soils, a gas line that had to be relocated because the depth of cover was not sufficient and other conditions that were not anticipated



# Loudon County Recreation Complex

Loudon County, Tennessee



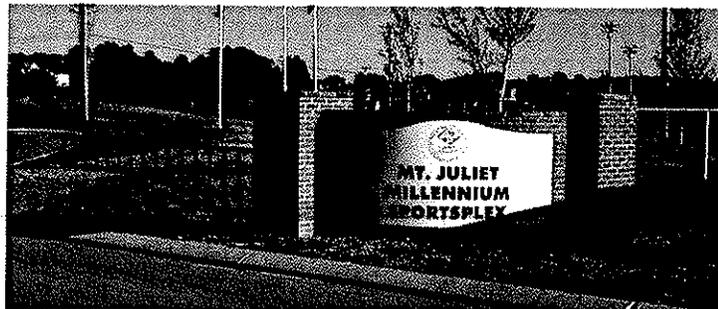
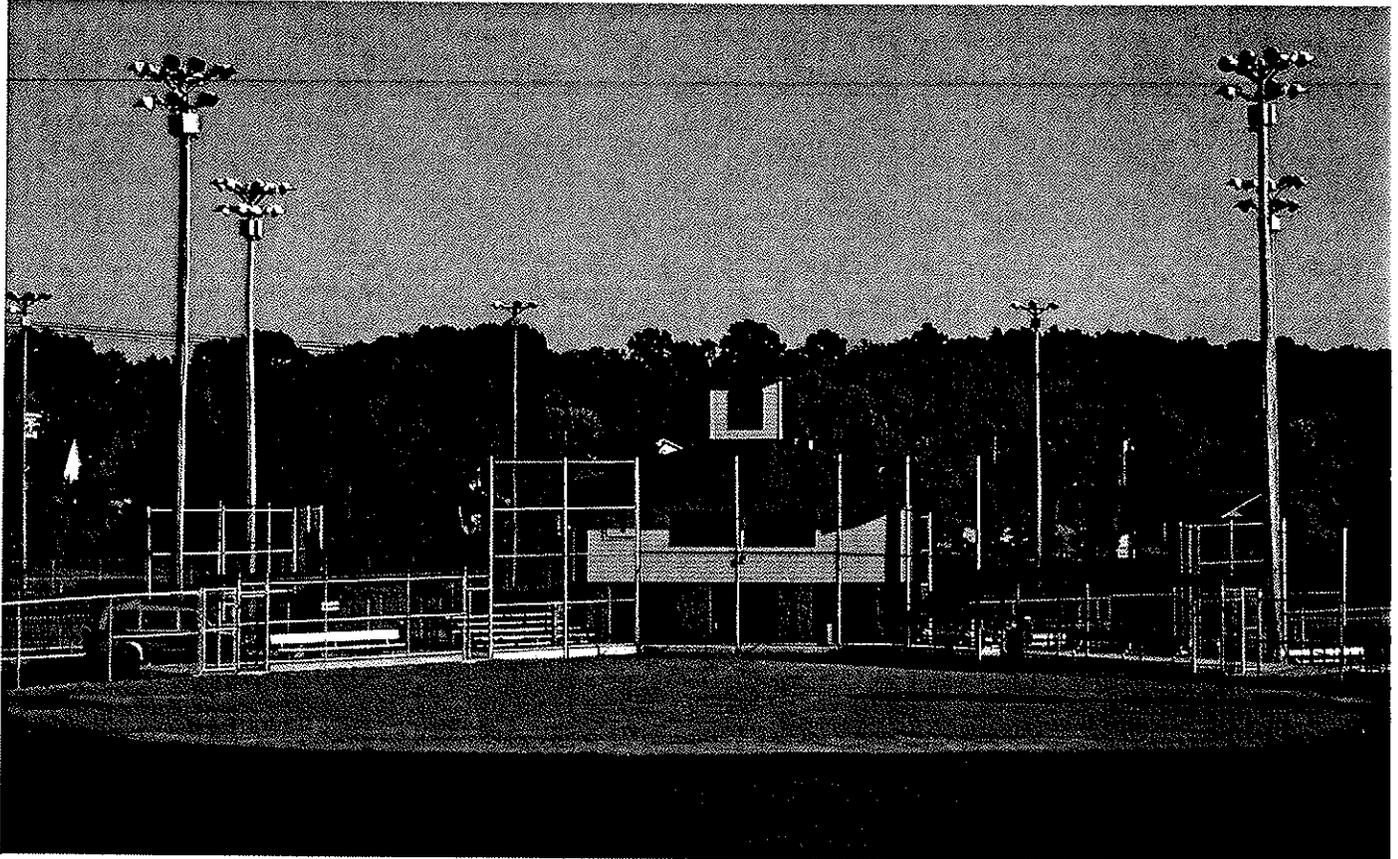
BWSC provided site analysis along with recommendations for optimum recreational land use, a master plan for a constrained, narrow site located adjacent to Interstate 75, and design and construction administration. Special design consideration included the difficulty of site grading on this hilly parcel, placement of lighting because of its proximity to the interstate, and a drainage channel that went through the site which was maintained in its natural state. The site includes ballfields and a 25,000-SF recreation center, as well as general recreation facilities such as a picnic shelter, basketball and volleyball courts, soccer field, concessions, restroom, and pressbox areas, and a playground. The entire site is also joined by a series of walking trails.

## CONTACT & INFORMATION

Mark Harrell, Director  
 Loudon Parks and Recreation  
 201 Alma Place  
 Loudon, Tennessee 37774  
 (865)458-7525  
 Original Contract:\$205,310  
 Final Contract: \$227,810  
 Dates: 10/1997 - 4/1999  
 Completed within original timeframe & budget: Yes

# Sgt. Jerry Mundy Memorial Park

Mt. Juliet, Tennessee



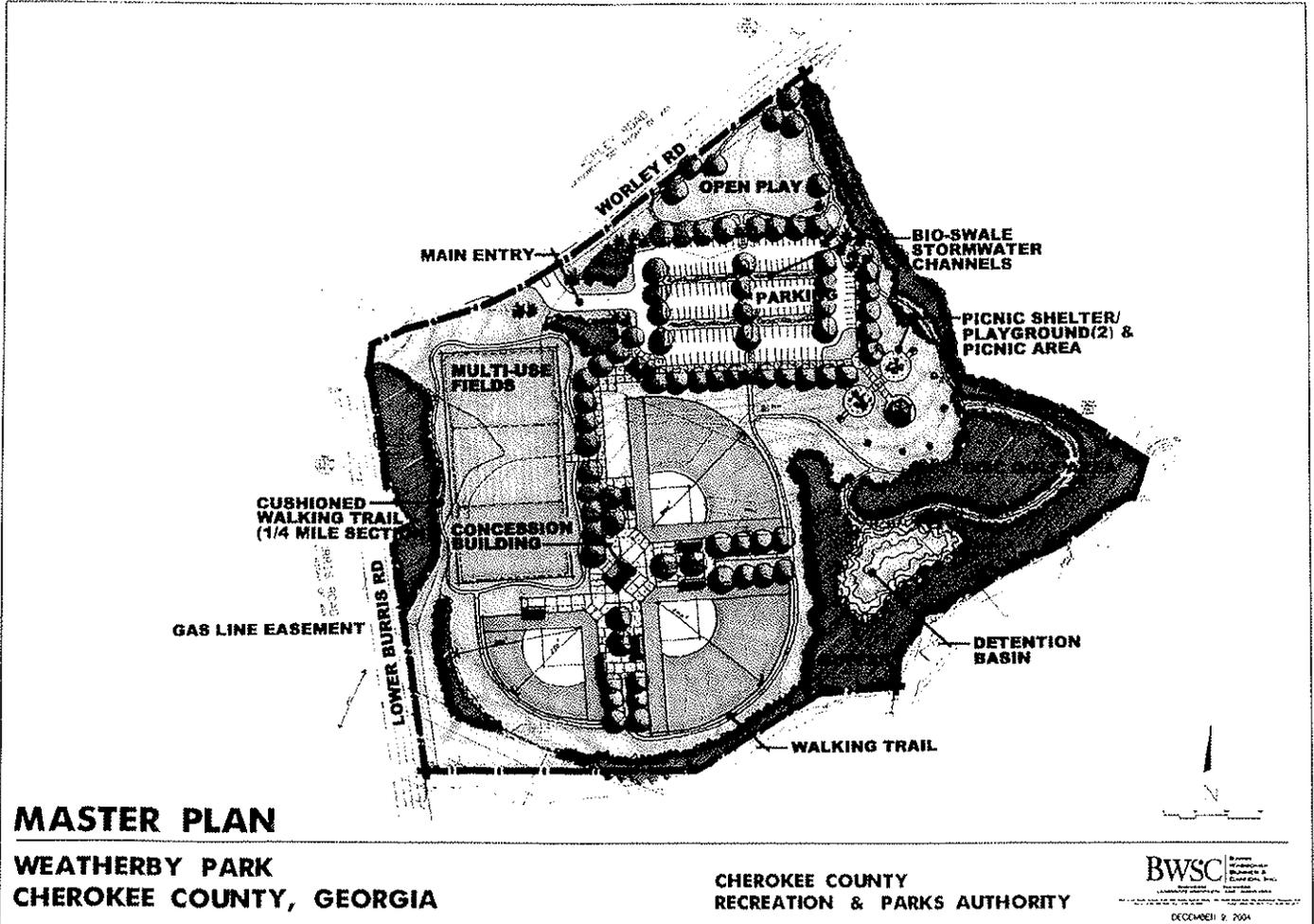
BWSC provided master planning and design for the construction of a community park. The major features included a tournament-quality, four-diamond softball complex with spectator seating, central scoring tower and concessions facility, and soccer field. Additional features included walking/jogging paths, picnic areas with shelters, playground, and roads, parking, utilities, and signs.

## CONTACT & INFORMATION

Jay Cameli, Parks Director  
 City of Mt. Juliet Parks and Recreation Department  
 2425 N. Mt. Juliet Road  
 Mt. Juliet, Tennessee 37122  
 (615) 758-6522  
 Original Contract: Not available  
 Final Cost: \$2,000,000  
 Dates: 2001  
 Completed within original timeframe & budget: Not available

# Weatherby Park

Cherokee County, Georgia



## MASTER PLAN

**WEATHERBY PARK  
CHEROKEE COUNTY, GEORGIA**

**CHEROKEE COUNTY  
RECREATION & PARKS AUTHORITY**

**BWSC**  
BARGE WAGGONER SUMNER & CANNON, INC  
1000 WOODSTOCK ROAD  
WOODSTOCK, GEORGIA 30188  
770-924-7768  
DECEMBER 9, 2004

BWSC provided master planning for a new municipal park in Cherokee County. The park space serves as both a community residential park space and a sports complex for countywide sports teams. Features include three lighted youth ballfields, a spacious central plaza area supporting the ballfields, a combined restroom/concession building, covered dugouts, a soccer field, an estimated two miles of walking paths, the department's first disc golf area, a picnic area with a pavilion, and two age-specific playground areas. A large parking area suitable for accommodating tournament level crowds was engineered using the latest in storm water technology design. The park space was so well received by the Citizen advisory board that no changes or adjustments were required.

### CONTACT & INFORMATION

Keith Hammond, Director  
Cherokee Recreation and Parks Agency  
7545 Main Street Building 200  
Woodstock, Georgia 30188  
(770) 924-7768  
Original Contract: Not Available  
Final Contract: \$280,896  
DATES: 4/2005 - 8/2006  
COMPLETED within original timeframe & budget: Yes

## 2. Project Approach

### PHILOSOPHY OF DESIGN

The following represents the approach that BWSC will utilize in preparing the plans, specifications, and statement of probable costs for the proposed replacement of the Dewey Whitson Stadium football field lighting at White House Municipal Park.

First, it is important to state our preliminary goals and design philosophy for consideration during this process. Our ultimate goal is to create a quality lighting system for the football facility that will be useful, easily maintainable, and readily operable by the multiple users of the facility. Another major goal is cost effectiveness. Careful consideration will be given to the sports lighting system to ensure safety for players and spectators and that it is an efficient use of energy. We will follow IESNA and TSSAA standards for high school football facility lighting.

BWSC will listen and respond to those who will use, maintain, and pay for these facilities in creating a lighting that is state-of-the art and within the determined budget.

### MANAGEMENT APPROACH & BUDGET CONTROL

Our approach toward managing the project so as to remain within budget includes closely monitoring our work plan for this effort. Careful estimating will increase the potential for bids to be submitted within the limits determined prior to bidding. Every effort will be made to provide for alternate bid pricing in the case that adjustments need to be made prior to the construction contract. We understand that demolition and installation coordination with field use is critical for optimum results. Specifications will be provided that will optimize the potential for an expeditious project including qualifications and experience of contractors. Communication with the contractor prior to each task will minimize costly and time consuming errors. BWSC personnel will remain dedicated and available to quickly assist with problem resolution should it be required.

BWSC will rely on our experience with similar projects to utilize material and techniques that have been used successfully in the past in other municipalities. Our goal is to create project details that are compatible with current maintenance practices or that will allow new opportunities to improve and optimize future maintenance efforts.

We will communicate detailed requirements of this project to prospective contractors so that all parties understand the system and the attention to detail required to provide a quality product, while assuring that we set a budget that will allow this to happen with the desired results. Contractor qualification is a very necessary part of the equation. Only proven expertise and performance can produce quality, easily maintained and operated field lighting system. Our team stands ready and willing to provide assistance in resolving any construction issues that may arise and will strive to prevent challenges before they occur.

### 3. Project Team

The following table lists the key personnel qualifications, licenses, and approximate number of hours each will devote to the project. On the following pages are resumes of key personnel showing their experience.

TEAM MEMBER	ROLE	LICENSE	HOURS
Nathan Brown, PE	Project Manager	TN#104449	60
Bob Stephens, PE	Engineer of Record	TN#17982	89
Kim Blair	Designer/CADD Tech	N/A	40
Judy Judson, RLS	Survey Manager	TN#1935	2
Brad Thomas, RLS	Survey Project Leader	TN#2431	4
Beau Agee	Party Chief	N/A	8
Mike James	Party Chief	N/A	8
Rick Dotson	Instrument Person/CADD	N/A	8

# Nathan Brown, PE

PROJECT MANAGER

## EDUCATION

*Bachelor of Science, Electrical Engineering*  
University of Tennessee  
1994

## PROFESSIONAL REGISTRATIONS

PE in TN, NC, GA

## YEARS OF SERVICE

<1 year at BWSC

16 years with other firms

## EXPERIENCE

**SWSA-2 Solar Charging Storage, Oak Ridge, TN** Electrical Engineer for task order under contract with UT Battelle. Providing electrical design input and QA/QC review for solar system and components for the SWSA-2 parking lot.

**Honda Aircraft Production Facility, Greensboro, NC** Electrical Engineer for a 250,000-SF facility to manufacture the new HondaJet class of business jet. Responsible for over-sight of electrical construction administration and design review for revisions to original design.

**Oxygen System at J. Strom Thurmond Dam, Clarks Hill, SC** Electrical Engineer for the design and construction services for a new oxygen system at J. Strom Thurmond Dam and Reservoir, including power distribution and conduit for instrumentation and controls.

**University of Tennessee Institute of Agriculture Biotechnology Research Facility, Knoxville, TN** Electrical Engineer responsible for design of lighting, power distribution, communications infrastructure, and fire alarm system for multi-story research laboratory facility on University of Tennessee Ag Campus.

**University of Tennessee Hesler Biology Renovation, Knoxville, TN** Electrical Engineer responsible for design of lighting, power distribution, communications infrastructure, and fire alarm system for multi-story research laboratory facility on University of Tennessee Campus

**University of Tennessee Science and Engineering Research Facility, Knoxville, TN** Electrical Engineer responsible for design of lighting, power distribution, communications infrastructure, and fire alarm system for a multi-story, high-rise, research laboratory facility on University of Tennessee Campus.

**Duracell Mouse Creek Plant Cathode Expansion, Cleveland, TN** Electrical Engineer responsible for project involving expansion and addition of an automated cathode process facility for a battery plant.

**Duracell Tasso Plant Test & Pack Expansion, Cleveland, TN** Electrical Engineer responsible for project involving expansion and addition of an automated testing and packaging facility for a battery plant.

**Whirlpool/Maytag Cooking Products Fire Alarm, Cleveland, TN** Electrical Engineer responsible for design of new addressable, voice fire alarm system for a 1.8 million-SF plant.

**Duracell Mouse Creek 5kV Air Compressor, Cleveland, TN** Electrical Engineer responsible for design of electrical service, solid-state starter, and associated feeders for a 5kV, 900HP air compressor.

**Rohm & Haas Chiller Replacement, Knoxville, TN** Electrical Engineer responsible for design of 5kV and 480V power distribution for installation of two 1000 TON chillers.

# Robert Stephens, PE

ENGINEER OF RECORD

## EDUCATION

*Bachelor of Arts, Mathematics*  
Vanderbilt University  
1963

## PROFESSIONAL REGISTRATIONS

PE in TN, VA, GA, NC

## YEARS OF SERVICE

18 years at BWSC

28 years with other firms

Mr. Stephens has over 40 years of electrical engineering experience including lighting, power distribution, communications, fire alarm, control wiring, security, and life safety systems. He has served on complex projects for the Corps of Engineers at Ft. Rucker and the Department of Energy at Oak Ridge National Laboratory, as well as numerous facilities in both the private and public sectors.

## EXPERIENCE

**Camp Jordan Soccer Complex** *East Ridge, TN* Electrical Engineer: Provided electrical design services for preparation of construction drawings for new soccer fields at the complex. Work on the \$1.8 million soccer complex and softballs fields expansion included preparation of construction drawings and specifications for bidding and construction of the ball field lighting system.

**Domtar Park** *Kingsport, TN* Electrical Engineer: Provided electrical engineering services for an eight-field baseball/softball complex for improvements at a park site on the Holston River. Domtar Park contains two softball fields and four soccer fields. Due to a land swap and the acquisition of additional acreage for a soccer complex, the City retained BWSC to evaluate the site to determine the feasibility of consolidating all recreation program baseball/softball facilities at Domtar Park. After completing a site analysis, conducting public input, and examining demand and supply for baseball/softball facilities, a master plan was developed that contains two 300' softball fields, four 200' youth baseball fields and two 350' senior youth league baseball fields. The overall master plan included trails, picnic facilities, shelters, picnic sites and a boat launch ramp. Prepared construction plans and construction phase services for the project that was opened for play in the Spring of 2005.

**Eastman Park at Horse Creek** *Kingsport, TN* Electrical Engineer: Provided electrical engineering services for a \$2 million, six-field soccer complex located in a floodway. The site design not only had to accommodate the presence of the floodway, but also wetlands scattered around the site. The complex includes three lighted fields and two large fields that can be converted to four. A central building houses restrooms/changing space, concessions, storage and meeting space. Other structures include several open pavilions and a maintenance building. Walking trails wind through the site providing access to the fields and opportunities for non-soccer recreation activities. The master planning process involved community input and extensive interaction with user groups. Prepared construction plans and construction phase services for the project that was opened for play in the Spring of 2005.

**Caswell Park** *Knoxville, TN* Project Electrical Engineer: Prepared construction plans for historic Caswell Park, just east of downtown. Phase I included a tournament grade four-field softball complex for youth baseball tournaments, plus associated parking. In cooperation with the Knoxville Utilities Board, all obtrusive overhead utility lines along Winona Street were placed underground. Spun concrete poles support tournament grade lighting system. Detailed design was complicated due to the number of existing structures, utilities and on-going activities that had to be accommodated, requiring close communications and cooperation among City departments, utility providers, surrounding property owners and the community.

# Kim Blair

DESIGNER/CADD

## EDUCATION

*Associates Degree CIDD*  
Mississippi State Technical Community  
College  
1991

## YEARS OF SERVICE

13 years at BWSC

## EXPERIENCE

**Summit of Softball Complex** *Chattanooga, TN* Designer: Assisted with the electrical engineering design of energy efficient lighting for eight laser-graded, adult softball fields at Chattanooga's innovative Summit of Softball complex.

**Northwest Park Sports Complex** *Karns, TN* Designer: Assisted with the electrical engineering design for a park in the Karns community in Knox County to include five baseball/softball fields, three multi-purpose football/soccer fields, playground, shelter, and a fishing pier on Beaver Creek.

**Stokely Athletic Center Renovations** *Knoxville, TN* Designer: Assisted with the preliminary design of the renovation of the electrical and mechanical engineering for the Stokely Athletic Center at the University of Tennessee.

**Camp Jordan Ballfield Lighting Design** *East Ridge, TN* Designer: Assisted with the preparation of construction drawings and specifications for bidding and construction of ball field lighting system.

**Camp Jordan Soccer Complex** *East Ridge, TN* Designer: Assisted with the electrical engineering design for the expansion of the Camp Jordan Soccer Complex and softball fields.

**Weatherby Park** *Cherokee County, GA* Designer: Assisted with the electrical engineering design for ball field, roadway, parking, and general area lighting for a new municipal park in Cherokee County to serve as both a community residential park space and a sports complex for countrywide sports teams.

**Tommy Schumpert Park** *Knoxville, TN* Designer: Assisted with the electrical engineering design for a new 175-acre park for the Knox County Parks and Recreation Department that includes three lighted multi-purpose fields that can be used for softball, soccer, lacrosse, and other field sports, and an additional five youth soccer fields as well as a lighted baseball field.

**Beaverdam Creek Park** *Damascus, VA* Designer: Assisted with the design of Phase I improvements at Beaverdam Creek Park to include one multi-purpose field, one 200-FT field, one 175-FT field, one 125-FT field, parking, a bathroom / concessions building, signage, site fencing, dumpster, and flagpole. Lighting for the 175-FT field and the concessions area of the building were included in the design.

**Kingsport Parks Additional Lighting** *Kingsport, TN* Designer: Assisted with the electrical engineering design for additional lighting at Weyerhouser and Eastman Park at Horse Creek.

**Heritage Park Electrical Services** *Colerain Township, OH* Designer: Assisted with the site design of a 120-acre park on a bend in the Great Miami River in Colerain Township, Ohio. Recreational facilities are located on a middle terrace and a trail system links all of the components together.

# Judy Judson, RLS

SURVEY MANAGER

## EDUCATION

*Pre Engineering Courses*

Middle State Tennessee University

*Surveying Practices*

Nashville State Community College

## PROFESSIONAL REGISTRATIONS

RLS in TN

## AFFILIATIONS

Tennessee Association of Professional Surveyors

## YEARS OF SERVICE

24 years

Ms. Judson has 24 years of experience with the survey department, and has been department manager since 2005. She manages two field crews with state-of-the-art surveying equipment such as GPS and robotics. She is adept in the latest 3D laser equipment, which enables surveys to be produced more efficiently and accurately than with conventional surveying techniques and equipment.

## EXPERIENCE

**Whitfield Park Softball Complex** *Nashville, TN* Surveyor: Provided surveying services for the redevelopment of the existing baseball field into three women's softball fields including a restroom/concession building and the expansion of parking facilities. Work was performed for Metropolitan Nashville Department of Parks and Recreation.

**Brookmeade Park Bridge and Boundary** *Nashville, TN* Surveyor: Provided design services in connection with the observation deck for Brookmeade Park for the Metropolitan Department of Parks and Recreation.

**Shelby Bottoms Bridge and Trails** *Nashville, TN* Surveyor: Provided surveying services in connection with Shelby Bottoms, Moss Rose Drive and McGinnis Drive for the Metropolitan Department of Parks and Recreation.

**Harpeth River Greenway, Morton Mill Road** *Nashville, TN* Surveyor: Provided surveying services in connection with Harpeth River Greenway, Morton Mill Road, Harpeth River, Northridge Drive, and Bay Core Road.

**Mill Creek Greenway Bridge and Easements** *Antioch, TN* Surveyor: Provided surveying services for the Metropolitan Parks and Recreation Department in connection with Mill Creek Greenway Bridge along Mill Creek.

**Fairvue Plantation Phase 6** *Gallatin, TN* Surveyor: Provided preparation of construction drawings including site, utility, grading and drainage, box culvert design, and sanitary sewer pump station for Phase 6 of Fairvue Plantation.

**Korean Veterans Memorial Boulevard - Tennessee Department of Transportation** *Nashville, TN* Surveyor: Provided survey and design services for a 4-lane median-divided roadway in the CBD. Facility includes a 24-foot landscaped median and bicycle paths, parallel parking and 10-foot wide sidewalks with landscaping. The scope also includes the design of traffic signals and crosswalks with special materials. The project aligns with a new bridge over the Cumberland River with the first construction phase from 1st Avenue to 4th Avenue. Preliminary plans have also been prepared for future phases from 4th Avenue to 13th Avenue including a bridge over the CSX railroad gulch. The design is based on the Advanced Planning Report prepared by the Tennessee Department of Transportation.

**Vanderbilt Medical Center** *Nashville, TN* Survey manager for several projects on VMC's campus. New buildings are sited on constricted sites and involved tie-ins to existing buildings, utility tunnels, and elevated pedestrian walkway. Projects have included the Monroe Carell Jr. Children's Hospital (650,000 square feet) and the Bill Wilkerson Center for Otolaryngology and Communications Sciences and Musculoskeletal Institute (250,000 square feet).

# Brad Thomas, RLS

SURVEY PROJECT LEAD

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## EDUCATION

*Bachelor of Science, Surveying and Mapping*  
East Tennessee State University  
2003

## PROFESSIONAL REGISTRATIONS

RLS in TN, KY

## TRAINING

High Definition Surveying Training  
Course

## AFFILIATIONS

Tennessee Association of Professional  
Surveyors, Treasurer

## YEARS OF SERVICE

7 years

Mr. Thomas processes field work performed by survey field crews, produces finished drawings of a variety of survey types including ALTA/ASCM land title surveys, state standards boundary surveys, topographical surveys, GPS control surveys, and various surveys for airports. He is adept in the latest laser scanning technology being utilized in the field, and he creates 3D models from data generated by this equipment.

## EXPERIENCE

**Harpeth River Greenway – Seven Select Sites** *Bellevue, TN* Surveyor: Provided surveying services for two pedestrian bridges, a boardwalk, a highway underpass, and three trailhead sites for this greenway extension from Warner Park to the Boys and Girls Exchange Club in Bellevue, as well as a canoe launch on the Harpeth River.

**Gateway Corridor Survey** *Nashville, TN* Surveyor: Provided surveying services for Gateway Corridor between 4th and 8th Avenues and adjacent affected roadways and properties. Work performed for Metro Nashville Public Works Engineering Division.

**Eastman Power House, Building 55** *Kingsport, TN* Surveyor: Provided 3D scan services for project design for boilers, feeders and feeder pipes, as well as the area for ductwork redesign connecting boilers and cooling towers.

**Green Hills Mall Phase II Expansion** *Nashville, TN* Surveyor: Provided surveying services in connection with phase II expansion which consisted of adding two levels to the five-story parking deck, adding a glass enclosed elevator and pedestrian walkway bridge to a new anchor store, and modifying the mall interior to accommodate the new anchor store's interior mall entrances.

**Mill Creek Greenway Bridge and Easements** *Antioch, TN* Surveyor: Provided surveying services for the Metropolitan Parks and Recreation Department in connection with Mill Creek Greenway Bridge along Mill Creek.

**SR-50 Survey** *Maury County, TN* Surveyor: Provided detailed surveying for a 0.68 mile of SR-50 in Maury County for TDOT so that TDOT can design the widening of this section of highway to a 3-lane section. Project scope included topographic information, drainage, property information, and utilities. Mr. Thomsas also prepared the existing conditions sheets and property maps according to TDOT requirements.

**Hampshire Pike Intersection** *Columbia, TN* Surveyor: Provided survey services in connection with construction plans to improve the Hampshire Pike intersections with Oak Springs Drive and College Park Drive. This included a realignment of the College Park Drive approach (opposite Oak Springs Drive to create a single intersection) and other improvements associated with the new intersection.

**John Henry Hale Homes HOPE VI, Metropolitan (Nashville) Development Housing Authority** *Nashville, TN* Surveyor: Provided surveying services for the renovation and redevelopment of the housing project.

**Opryland Hotel and Convention Center Expansion** *Nashville, TN* Surveyor: Provided surveying services for the expansion of the hotel and convention center.

# Beau Agee

SURVEY PARTY CHIEF/CADD TECHNICIAN

## TRAINING

Lieca Field equipment  
GPS  
Microstation  
Autocadd  
Surveying processing software

## AFFILIATIONS

Tennessee Association of Professional Surveyors

## YEARS OF SERVICE

3 years

Mr. Agee is a party chief in our survey department. He runs a two-man crew. Prior to joining BWSC, he was a field coordinator, a survey technician, and a party chief with other firms. Beau has approximately seven years experience as a party chief.

## EXPERIENCE

**Metro Greenway - Ted Rhodes Golf Course Extension** *Nashville, TN* Survey Party Chief: Provided surveying services for a one-mile greenway trail near Ted Rhodes Golf Course.

**Eastgate Industrial Park** *Lebanon, TN* Survey Party Chief: Prepared three surveys for Lots 15, 17, and 19 for Dell Computer Corporation.

**Mill Creek Phase II Surveying** *Nashville, TN* Survey Party Chief: Preparing ALTA and topo surveys for Phase II for Fairway Investments, LLC.

**Cates-Kottas Development Property** *Franklin, TN* Survey Party Chief: Prepared an ALTA/ACSM survey for Phases 5 and 6, Parcel 68.01, on the Wm. Co. Property, Map 56, containing approximately 58 acres.

**John Henry Hale Homes Pearl Street Redevelopment, Metropolitan Nashville Development Housing Authority** *Nashville, TN* Survey Party Chief: Provided surveying services for the renovation and redevelopment of the housing project.

**Smith County Rails to Trails** *Smith County, TN* Survey Party Chief: Provided surveying services for the TDOT Enhancement Program 'Rails to Trails' project.

**Dupont New Johnsonville Landfill** *Columbia, TN* Survey Party Chief: Provided various services on site for contractors, verification of grades, liner and seam locations; also established the control for the annual aerials that are flown.

**Foxland at Fairvue Subdivision** *Sumner County, TN* Survey Party Chief: Provided construction staking, limited topo, and pinning of all sections that are completed.

**Beaman Park Boundary Survey** *Nashville, TN* Survey Party Chief: Provided a boundary survey of an approximately 1,500-acre site.

**Lockett Grid Staking** *Castalian Springs, TN* Survey Party Chief: Provided a layout of the grid system for a soil scientist.

**Wayne County Judicial Center Survey** *Waynesboro, TN* Survey Party Chief: Provided a topographic survey of building and road sites.

**Livingston Overlay Project** *Livingston, TN* Survey Party Chief: Provided survey services to Highways, Inc. for an overlay project at the airport.

**Brentwood Sewer Rehabilitation** *Brentwood, TN* Survey Party Chief: Provided surveying services for sewer rehabilitation project to reduce I/I (inflow and infiltration) and overflows in the sewer system.

**LaFayette Municipal Airport 405 Survey** *LaFayette, TN* Survey Party Chief: Preparation of the Part 405 survey required by FAA to ensure the instrument approach to Runway 19 is clear of obstructions.

**Hill Center at Belle Meade** *Nashville, TN* Survey Party Chief: Updated the existing ALTA dated 5-10-07 to an as-built survey.

# Mike James

SURVEY PARTY CHIEF

## YEARS OF SERVICE

33 years

## EXPERIENCE

**Metro Greenway - Ted Rhodes Golf Course Extension** *Nashville, TN* Survey Party Chief: Provided surveying services for a one-mile greenway trail near Ted Rhodes Golf Course.

**Green Hills Mall Phase II Expansion** *Nashville, TN* Survey Party Chief: Surveying services in connection with phase II expansion which consisted of adding two levels to the five-story parking deck, adding a glass enclosed elevator and pedestrian walkway bridge to a new anchor store, and modifying the mall interior to accommodate the new anchor store's interior mall entrances.

**TDOT - Harding Place Extension Surveying** *Nashville, TN* Survey Party Chief: Provided surveying services for the new alignment of Harding Place from Donelson Pike to I 40 at Elm Hill.

**TDOT - I-40/Charlotte Avenue Lane Extension** *Nashville, TN* Survey Party Chief: Provided surveying services for I 40 and Frontage Road near Charlotte Avenue for the extension of a lane on the interstate to tie into the off ramp at Charlotte Avenue.

**Opry Mills ALTA Survey** *Nashville, TN* Survey Party Chief: Provided surveying services in connection with an ALTA/ACSM land title survey and surveyor's description.

**Lee Village Sewer Revision** *Ft. Campbell, KY* Survey Party Chief: Provided survey and design services to reroute Hammond Heights sewer to the new Lee Village Phase I Lift Station.

**E.I. du Pont de Nemours** *Old Hickory, TN* Survey Party Chief: Responsible for providing property line, topo, aerial control, monitor well location, coal pile survey, and numerous construction layout surveys.

**Highway 100 Sewer Line and Lift Station** *Franklin, KY* Survey Party Chief: Provided design services for a sewage pumping station, gravity sewers, and force main along Highway 1000 between Macedonia Road and Interstate Industrial Park.

**Rivergate Mall** *Nashville, TN* Survey Party Chief: Responsible for property line, topographic, as-built, and construction surveys.

**MetroCenter** *Nashville, TN* Survey Party Chief: Provided surveying for property line, topographic, as-built, and construction surveys, as well as surveys for utilities and flood elevation certificates.

**TDOT - Gateway Boulevard** *Nashville, TN* Survey Party Chief: Provided surveying for south side downtown for a six-lane median-divided arterial consisting of property line, topo, utilities, and surveys for design.

**Harpeth Valley Utilities District** *Nashville, TN* Survey Party Chief: Surveyed portions of Davidson and Williamson Counties for expansion of water and sewer lines consisting of property line, topo, and as-built surveys.

**Hickory Hollow Mall** *Nashville, TN* Survey Party Chief: Responsible for providing property line, topo, as-built, and construction surveys.

# Rick Dotson

INSTRUMENT PERSON/CADD TECHNICIAN

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## EDUCATION

*Bachelor of Science, Aerospace Technology*  
Middle Tennessee State University  
1981

## YEARS OF SERVICE

21 years

## EXPERIENCE

**Metro Nashville – Annual Surveying Contracts** *Nashville, TN* As part of our previous annual surveying contracts with Metro Nashville, Mr. Dotson provided services on the following projects for the Parks & Recreation Department:

- *Richland Creek and McCabe Park Survey* – Provided surveying and engineering services in connection with limited topographic survey for Hawkins Partners, Inc. at McCabe Golf Course, 100 46th Avenue North.
- *School Playgrounds Site Survey* – Provided surveying services in connection with limited topographic surveys of school playgrounds site survey at various locations.
- *William Whitfield Park Ball Fields* – Provided surveying and engineering services in connection with design plans for softball fields and staking grades and limits of construction for William Whitfield Park on Edmondson Pike.
- *Shelby Bottoms Bridge and Trails* – Provided surveying and engineering services in connection with Shelby Bottoms at Moss Rose Drive and McGinnis Drive.
- *Brookmeade Park Bridge and Boundary Survey* – Provided surveying in connection with the design of an observation deck at Brookmeade Park at Charlotte Avenue.
- *Mill Creek Greenway Bridge and Easements* – Provided surveying in connection with Mill Creek Greenway Bridge along Mill Creek in the Antioch area.

**Standing Stone State Park** *Overton County, TN* Surveyor: Provided surveying services that involved use of GPS survey equipment to provide horizontal and vertical controls for aerial mapping of the proposed utility system expansion.

**Opryland USA GPS Survey** *Nashville, TN* Surveyor: Provided surveying services that involved use of GPS survey equipment to provide horizontal and vertical controls for aerial mapping of proposed golf course development along the Cumberland River.

**Biltmore Properties GPS Survey** *Nashville, TN* Surveyor: Provided surveying services that involved use of GPS survey equipment to provide horizontal and vertical controls for aerial mapping of a 2,700-acre mixed use development.

**Metropolitan Nashville Courthouse** *Nashville, TN* Surveyor: Provided surveying services for the entire site with all utilities and topo during the planning phase for renovations and additions to the Metropolitan Nashville Courthouse.

**Metro Greenway - Ted Rhodes Golf Course Extension** *Nashville, TN* Surveyor: Provided surveying services for a one-mile greenway trail near Ted Rhodes Golf Course.

**John Henry Hale Homes HOPE VI, Metropolitan Nashville Development Housing Authority** *Nashville, TN* Surveyor: Provided surveying services for the renovation and redevelopment of the housing project.

**Tennessee Department of Transportation, Office of Aeronautics GPS Survey** *10 Airports in TN* Surveyor: Provided surveying services that involved the use of GPS surveying equipment to provide horizontal and vertical controls for aerial mapping of ten airports as part of their master plan updates.

## 4. Description of Performance of Work

### PERFORMANCE AND COST SCHEDULE

A design schedule is included following this page. Actual construction scheduling will depend to some extent on seasonal conditions and the date of construction initiation. The total “not to exceed” cost of BWSC’s services will be \$28,806. The chart below indicates the billing milestones and percentage of total fee.

FEE MILESTONES	PERCENTAGE OF FEE	DOLLAR AMOUNT
1. Concept Meeting/Design Development	40%	\$11,522.00
2. Construction Documents & Bidding	40%	\$11,522.00
3. Construction Administration	20%	\$5,762.00

The first two fee milestones shall be billed upon completion. The third fee milestone (Construction Administration) shall be billed monthly as performed during the construction of the project.

The chart below lists the key personnel and hourly rates, should additional services be required.

TEAM MEMBER	ROLE	HOURLY RATE
Nathan Brown, PE	Project Manager	\$185
Bob Stephens, PE	Engineer of Record	\$160
Kim Blair	Electric Designer/CADD	\$95
Judy Judson, RLS	Survey Manager	\$128
Brad Thomas, RLS	Survey Project Manager	\$95
Beau Agee/Mike James	Party Chief	\$95
2-Man Survey Crew	Survey	\$125
Rick Dotson	Instrument Person CADD	\$95

# Proposed Design Schedule - White House Municipal Park Football Stadium Lighting Renovation

	WEEKS																
	JUL	AUG	SEPT	OCT	NOV												
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
<b>Phase I - Information Gathering</b>																	
A. First meeting with Park & City officials			★														
B. Collection of data and other information																	
C. Meet with local electric utility																	
<b>Phase II - Design Development</b>																	
A. Produce survey and base template																	
B. Create design concept																	
C. Create design development documents																	
D. Create statement of probable cost																	
E. Deliver to Parks Director																	
F. Second Meeting with Park & City officials							★										
<b>Phase III - Construction Documents</b>																	
A. Complete Construction Documents and Plans																	
B. Internal BWSC Quality Control Review																	
C. Owner Construction Document Plans Review																	
D. Incorporate Owner comments																	
E. Prepare Bid Documents																	
F. Issue 3 complete sets of Bid Documents to Owner																	
<b>Phase IV - Bidding Phase</b>																	
A. Advertise for Bid																	
B. Prepare amendment documents if needed																	
C. Review Bids																	
D. Recommend award to Contractor																	
E. Pre-Construction Meeting with Owner & Contractor																	★

**LEGEND:** ★ Indicates tentative meeting dates  
 Design Time

## SCOPE OF SERVICES

### 1. Kick-Off Meeting and Coordination Phase

BWSC will visit the site to familiarize ourselves with the existing conditions and gather field information to begin the design. We will begin the process of coordination with the local electric utility, Cumberland Electric Membership Corporation, during this phase. We will meet with the Parks Director, City staff, and others to understand the existing lighting system and to establish the improvements desired to be made for the new lighting system. Careful consideration will be given to all information derived from the meeting, and we will work to address the concerns and goals of all involved. We will take advantage of experience gained in the past on similar projects in order to keep the budget in the forefront of our process.

### 2. Design Development Phase

BWSC will provide initial design options to the Parks Director for review along with a preliminary opinion of probable cost for these design options. If possible, we will identify bid alternate opportunities to incorporate as part of the bid form. We will have a review meeting with the City staff in White House to coordinate, present, and receive comments on these design options. Design development-level documents will include layout drawings for field lighting system, photo-metric diagram(s) for the proposed lighting layout, recommended product material brochures and details, preliminary lighting controls and distribution drawing, and draft specifications.

The civil survey of the existing site in order to prepare the site base sheet for design purposes will occur at the beginning of this phase. BWSC will locate existing light poles around the football field with ground elevations and show pole heights along with power or telephone overhead lines and underground lines that can be determined from physical evidence or markings on the ground. BWSC will also locate the extents of the fence around the field, any buildings, sheds, paved or gravel paths, access roads, and locations of the existing stands at the 4 corners and the height of the stands. BWSC will also take shots at the press box and center of the field. The entire site is approximately 500' x 800' which would be an area roughly 9 acres. This base sheet will not show contours, only spot elevations at the above mentioned areas. BWSC will also pick up any drainage or ditches within the proposed area.

### 3. Final Design and Construction Document Phase

Plans, specifications, and bid package will be prepared for bids after the final design criteria for the lighting system are determined during the design development review meeting.

BWSC will complete electrical demolition and construction plans, details, notes, and construction specifications for the removal of the existing and installation of the new field lighting system. Construction documents shall include necessary elements to complete the entire project.

The construction documents will then be presented to the City of White House for final approval.

Upon approval from Parks staff to proceed, BWSC will incorporate any final comments, coordinate the assembly of construction documents, and will issue the final documents to the City.

Deliverables will include three printed sets of full-size plans, three copies of bound specifications and contract documents. Plans and specifications in digital format will also be made available for purchase by contractors.

#### **4. Bidding Phase**

BWSC will answer written questions from prospective bidders. BWSC will create and distribute any needed amendments to design work during the bid period. BWSC will assist the owner with review of the bid submittals and attend a pre-construction meeting in White House with the owner and successful contractor.

#### **5. Construction Administration**

BWSC will provide three site observation reports including the final substantial completion site observation report. We will review and verify contractor's monthly AIA pay applications, and assist the Parks and Recreation Director if questions arise. BWSC will be available throughout the project to provide remote technical support as needed.

BWSC will receive, review, and respond to RFI submittals, change orders, and notices of potential claim. We will review successful contractor's submittals and/or shop drawings for compliance with the construction documents and make comments and interpretations thereto. We will work to help resolve any issue of non-compliance with the construction documents discovered during inspections.

#### **6. Additional Services**

We will be available on an hourly basis to attend construction progress meetings, help resolve unforeseen conflicts, confirm and collect warranty information, prepare copies of close-out documents, and prepare and provide record drawings in digital format.

BWSC has qualified and experienced personnel to provide additional services not foreseen in this scope, for instance, architecture, signage, landscape architecture, structural engineering, utility extensions, additional sports field designs, along with extensive greenway and pedestrian bridge experience.

GRESHAM, SMITH AND PARTNERS  
IN RESPONSE TO REQUEST FOR PROPOSAL

# Municipal Park Football Stadium Lighting Project

PARKS AND RECREATION DEPARTMENT  
CITY OF WHITE HOUSE, TENNESSEE • JULY 29, 2010



G R E S H A M  
S M I T H   A N D  
P A R T N E R S



G R E S H A M  
S M I T H   A N D  
P A R T N E R S

July 29, 2010

Mr. Ashley Smith  
Parks and Recreation Director  
City of White House Parks and Recreation Dept.  
105 College St.  
White House, TN 37188

Dear Ashley:

As you're well aware, in White House, football matters! For as long as most people can remember, it's been a way of life and a source of pride for many in the town. From the water tower to the Friday night traffic jams on Hwy 76 in the Fall, there's no escaping Blue Devil Pride!

With that much importance placed on high school football comes a lot of exposure for the stadium and playing field, both for fans in the stands as well as local TV audiences. To maximize their experience, it's crucial that the entire stadium environment is the best it can be, and the lighting is a major contributor to that.

GS&P understands the challenges associated with upgrading the stadium lighting and getting that piece of the puzzle in-line with all of the other improvements taking place at the park. We have similar project experience at other parks, and our electrical engineers and designers are up-to-speed on all of the relevant issues and codes associated with a project like this.

We also understand the importance of collaborating closely with the Parks and Recreation Department, other City staff, representatives from CEMC, and members of the Leisure Services Board and the public on this project.

The Municipal Park serves as a hub for activities in White House throughout the year, and we would be honored to play a role in these improvements. Some of our employees are White House residents with a vested interest in this project, and many more attend games at the stadium throughout the season, so we know that lighting performance and efficiency are key. GS&P is up for this challenge and would appreciate the opportunity to work with you and your staff to complete these upgrades. All of your requested information is included in the following pages, but should you have any other questions, please don't hesitate to contact me directly at 615.770.8149. We look forward to your decision, and thank you again for considering our proposal.

Sincerely,

Jon D. Long, P.E., LEED AP  
Senior Electrical Engineer

GRESHAM, SMITH AND PARTNERS  
IN RESPONSE TO REQUEST FOR PROPOSAL

# Municipal Park Football Stadium Lighting Project

PARKS AND RECREATION DEPARTMENT  
CITY OF WHITE HOUSE, TENNESSEE • JULY 29, 2010

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G R E S H A M  
S M I T H   A N D  
P A R T N E R S

# Relevant Project Experience

SECTION 1.0

# Lipscomb University Intermodal Facility

NASHVILLE, TN

## CONTACT

MR. PHIL ELLENBURG  
LIPSCOMB UNIVERSITY, 1 UNIVERSITY  
PARK DRIVE, NASHVILLE, TN 37204  
615.966.6178



## DESCRIPTION OF SERVICES PERFORMED:

Lipscomb University received federal funding through the Federal Transit Administration (FTA) for an on-campus intermodal facility. The facility includes a new two-story parking garage that features a premier lighted tennis court facility with theater seating and restrooms on the top floor, as well as public restrooms, tennis locker rooms, a tennis pro shop and a bus shelter. GS&P was retained to develop this fast-track project to meet a scheduled opening date of August 2008. The project required close coordination with FTA, the Metro Transit Authority, Lipscomb University and Metro government agencies such as Public Works and the Metro Planning Commission (MPC). The MPC had to be closely coordinated with as the project was within an Institutional Zoning Overlay District in which development was controlled by the approved Lipscomb University Master Plan.

## ORIGINAL CONTRACT AMOUNT

\$500,000 (tennis complex)

## FINAL CONTRACT AMOUNT

\$500,000 (tennis complex)

## DATE(S) OF PERFORMANCE

2008

## ON TIME?

Yes

## ON BUDGET?

Yes

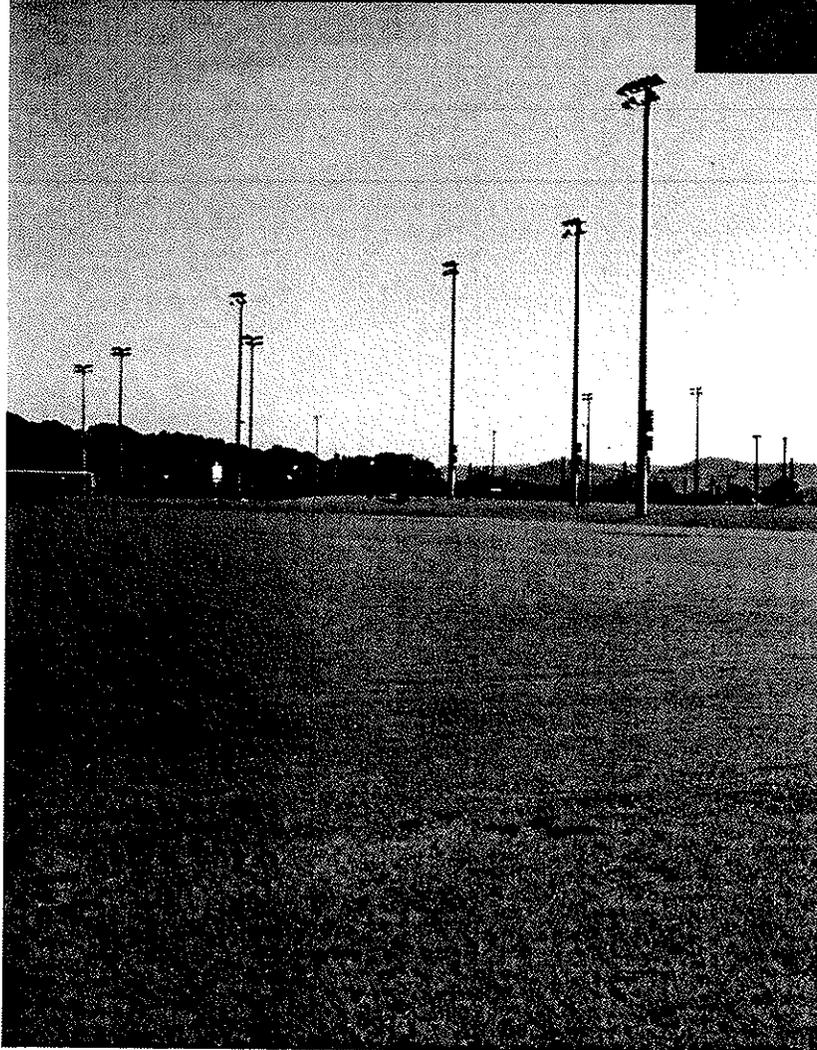


# Williamson County Soccer Complex

FRANKLIN, TN

## CONTACT

MR. DOUG HOOD, PARKS & RECREATION DIRECTOR  
1320 WEST MAIN STREET, SUITE  
125, FRANKLIN, TN 37064  
615.790.5719



**DESCRIPTION OF SERVICES PERFORMED:**  
GS&P master planned and then implemented a renovation and expansion of facilities at the existing Williamson County Soccer Association Complex. The plans included 10 new, lighted soccer fields on a 37-acre site located to the west of Downs Boulevard at Boyd's Mill Avenue. Improvements also included a central concession/office/restroom building, roadway tunnel, fitness walkway, parking and sitework for a maintenance facility.

### ORIGINAL CONTRACT AMOUNT

\$345,000

### FINAL CONTRACT AMOUNT

\$345,000

### DATE(S) OF PERFORMANCE

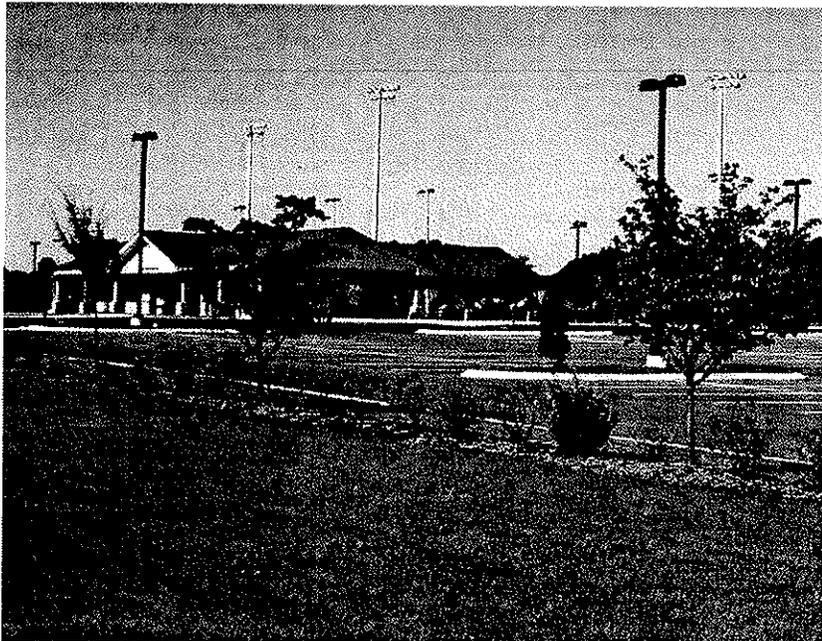
2001

### ON TIME?

Yes

### ON BUDGET?

Yes



# Civitan Park Soccer Complex

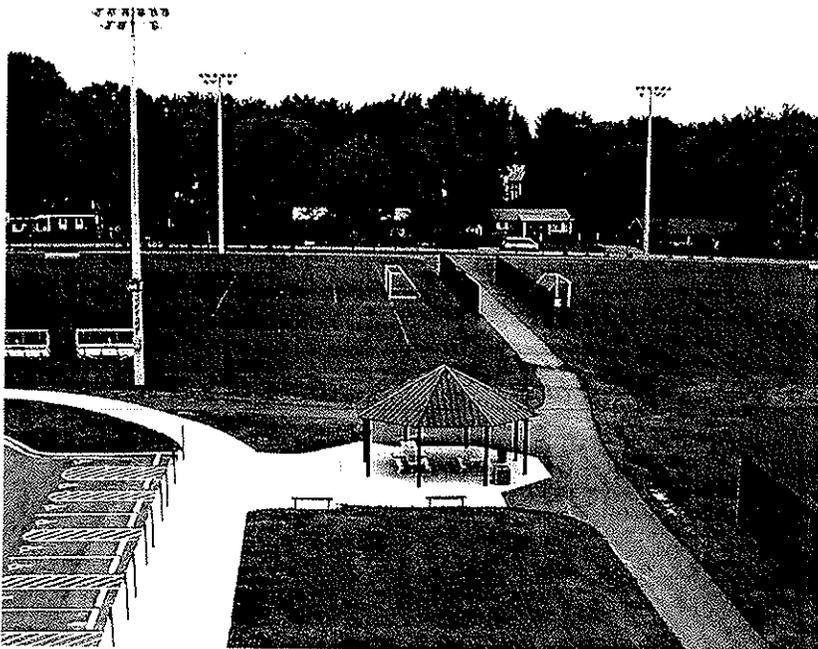
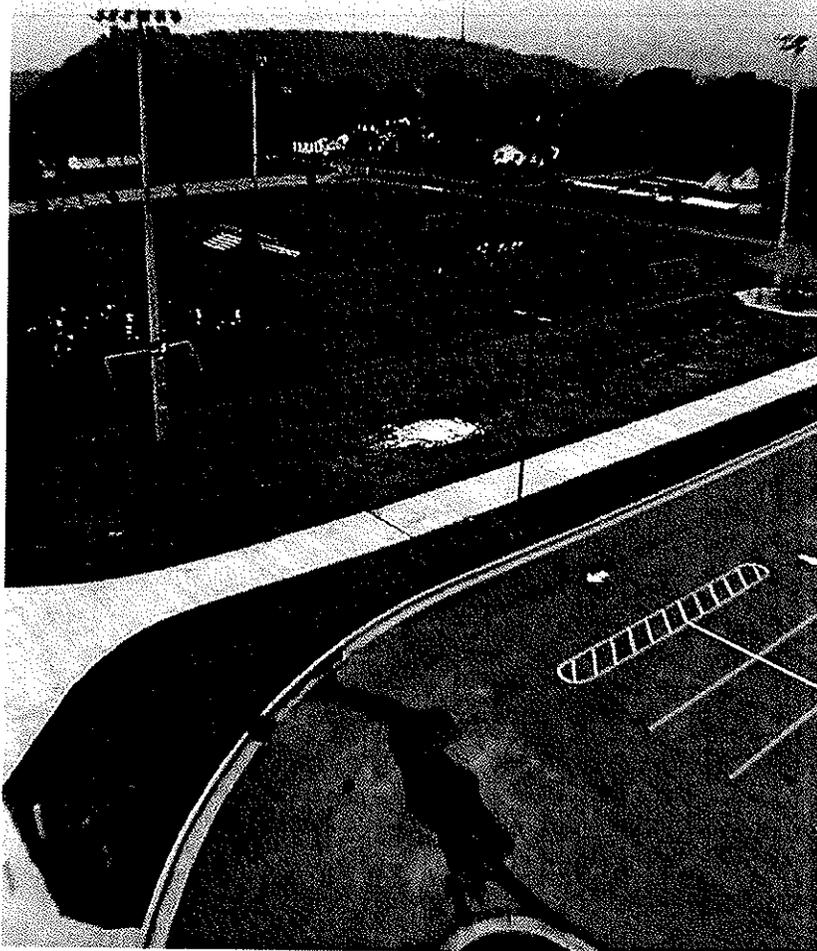
JOHNSON CITY, TN

## CONTACT

MR. PHIL PINDZOLA, PUBLIC WORKS DIRECTOR

601 EAST MAIN STREET,  
JOHNSON CITY, TN 37601

423.434.6080



## DESCRIPTION OF SERVICES PERFORMED:

GS&P provided master planning, architecture and engineering services for the construction of a 33-acre soccer complex and park facility over a closed landfill. To handle budgetary constraints, GS&P developed a phased construction schedule. Bidding services, as well as construction quality assurance, were provided and included additional on-site activities to promote the design of future structures on the site. GS&P attempted to utilize as many alternative construction materials as possible to reduce the overall costs of the project.

This old landfill site has since become a community asset—the home of a tournament-quality soccer complex and neighborhood park.

## SERVICES PROVIDED BY GS&P INCLUDED:

- Preparation of a master plan for the development of the complex
- Preparation of construction plans, specifications and contract documents for phased construction of the landfill remediation and park facilities for budgetary acceptance
- Assistance with bidding and award of each construction contract
- Construction administration, oversight and quality assurance services for each phase of construction.

## CONSTRUCTION ELEMENTS INCLUDED:

- Athletic fields with lighting and automatic irrigation system
- Storm and sewage drainage facilities
- Architectural, mechanical, electrical design used for concessions and restroom facilities
- Access roadways, pathways and parking facilities.

## ORIGINAL CONTRACT AMOUNT

\$950,000

## FINAL CONTRACT AMOUNT

\$950,000

## DATE(S) OF PERFORMANCE

2002

## ON TIME?

Yes

## ON BUDGET?

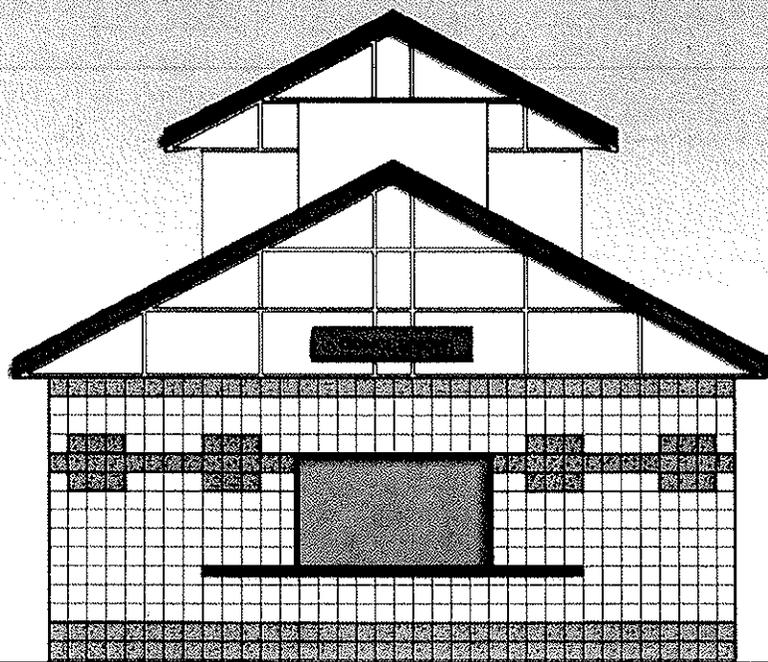
Yes

# Edwards Park Recreation Field

HUNTINGTON, TN

## CONTACT

MR. JERRY NOLEN  
TOWN OF HUNTINGDON, TN  
731.986.2900



### DESCRIPTION OF SERVICES PERFORMED:

Description of Services Performed: This project consisted of new restrooms, a press box and concessions buildings constructed to meet ADA requirements, as well as various baseball field site improvements, including fencing and field lighting. The project was funded in part by a local parks and recreation fund grant administered by the Recreation Educational Services Division of the Tennessee Department of Environment and Conservation.

### ORIGINAL CONTRACT AMOUNT

\$200,700 (field lighting portion)

### FINAL CONTRACT AMOUNT

\$135,927

### DATE(S) OF PERFORMANCE:

2006

### ON TIME?

Yes

### ON BUDGET?

\$65,000 Under Budget

# Project Approach

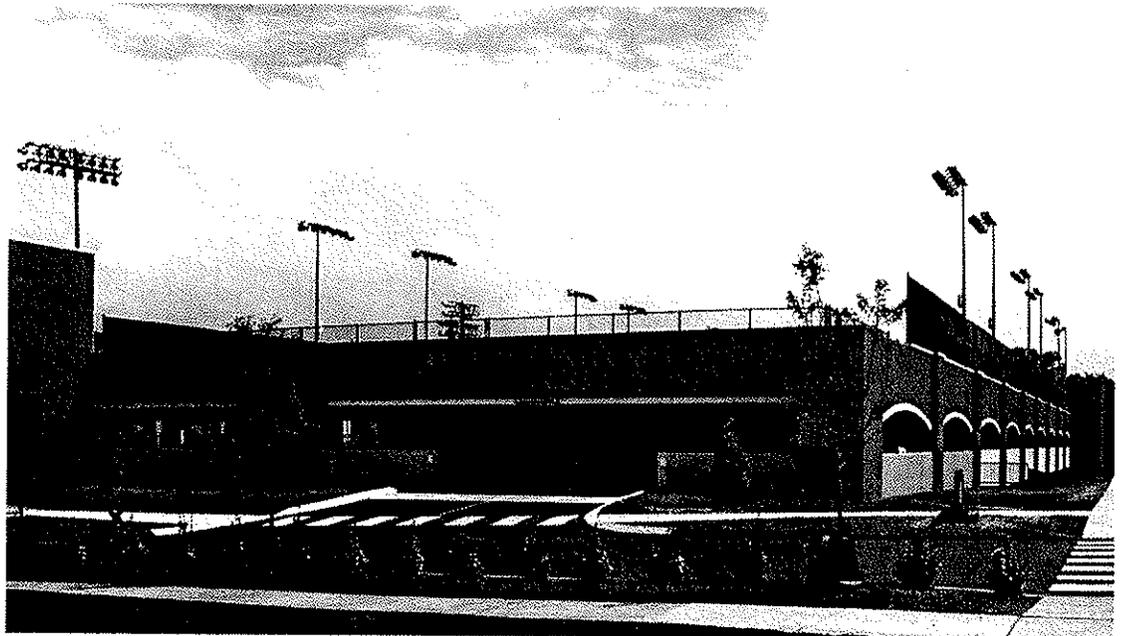
SECTION 2.0

THE APPROACH TO BE USED TO KEEP THE PROJECT WITHIN BUDGET WHILE ALLOWING FOR THE ADDITIONAL COST OF CONSTRUCTION MANAGEMENT SERVICES AND DESIGN SUPPORT DURING CONSTRUCTION.

GS&P employs a thorough QA/QC process during design phases that includes off-team reviews by senior personnel for technical accuracy. GS&P also conducts several design review phases with the owner to confirm the design reflects the owner's needs before the project is bid and construction begins.

Prior to beginning the construction phase, GS&P conducts a pre-bid conference for all interested bidders to answer questions regarding the documents and provide clarifications as necessary. GS&P assists in the bid opening and selection process, reviewing bids not only for overall cost but also for completeness.

During construction, GS&P reviews shop drawings and product submittals for conformance with the intent of the contract documents. GS&P personnel make periodic observations of the progress of construction to help ensure the contractor is on the right track and progressing according to the schedule. Through this comprehensive approach to quality control and communication with the contractor and owner, cost is controlled and the project is delivered on time and on budget.



# Proposed Team

SECTION 3.0

# Proposed Team

## Jon D. Long, P.E., LEED AP

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QUALIFICATIONS Please see resume on following pages

LICENSES Professional Engineer: AL, AZ, CA, CO, CT, FL, GA, IA, IL, IN, KS, KY, MA, MD, MI, MS, NC, NM, OH, PA, SC, TN, TX, UT, VA, WA, WI, WV

EXPERIENCE Please see resume on following pages

HOURS DEVOTED TO THIS PROJECT 4

TYPE OF WORK TO PERFORM Principal-in-charge, Sr. Electrical Engineer

## William Masters, P.E., LEED AP

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*(Primary Point of Contact for White House)*

QUALIFICATIONS Please see resume on following pages

LICENSES Professional Engineer: AL, AR, FL, LA, MS, NC, TN

EXPERIENCE Please see resume on following pages

HOURS DEVOTED TO THIS PROJECT 64

TYPE OF WORK TO PERFORM Electrical Engineer

## Chris Childress, LEED AP

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QUALIFICATIONS Please see resume on following pages

LICENSES None

EXPERIENCE Please see resume on following pages

HOURS DEVOTED TO THIS PROJECT 68

TYPE OF WORK TO PERFORM Electrical Designer

## Chandra G. Clonan, CD

---

QUALIFICATIONS Associate of Applied Science, Computer Aided Drafting Technology - ITT Technical Institute, 1999; ADDA Certified Drafter by the American Design Drafting Association

LICENSES None

EXPERIENCE Chandra's electrical CADD design work experience includes more than 12 years of work on a variety of projects, including parks (including the Williamson County Soccer Complex), schools, hospitals, commercial/retail, aviation, and site planning work.

HOURS DEVOTED TO THIS PROJECT 68

TYPE OF WORK TO PERFORM Electrical Designer



# Jon D. Long, P.E., LEED AP

SENIOR ELECTRICAL ENGINEER

Jon offers a wide range of experience in all aspects of electrical engineering, from early due diligence to construction documents, construction administration and project management. His extensive experience throughout the U.S. and focus on healthcare make him a valuable asset to any design team.

## EDUCATION

1988/Associate of Science, Mathematics, Volunteer State Community College

1991/Bachelor of Science, Electrical Engineering, Tennessee Technological University

## REGISTRATIONS

Professional Engineer: AL, AZ, CA, CO, CT, FL, GA, IA, IL, IN, KS, KY, MA, MD, MI, MS, NC, NM, OH, PA, SC, TN, TX, UT, VA, WA, WI, WV

ACCREDITATIONS/  
CERTIFICATIONS  
LEED Accredited Professional

YEARS OF EXPERIENCE  
With GS&P: 5  
With other firms: 14

As electrical department head and senior engineer for this project, Jon will oversee the production and quality of the electrical engineering design in conformance with the owner's objectives and recognized industry standards.

## SAMPLE PROJECTS

**Lipscomb University - Intermodal Facility, Nashville, TN**—Engineer-of-Record. A unique solution to a space and parking issue, GS&P worked with the client to construct a new, two-story parking garage that features a premier tennis court facility on the top floor.

**Gerald R. Ford International Airport - New Parking Structure, Grand Rapids, MI**—Engineer-of-Record. GS&P designed a new four-level, 4,800-space parking structure. Prominent elements of the garage include a helical entrance ramp with dynamic message signs, superior lighting and legibility of wayfinding signage and two enclosed pedestrian walkways that connect to the existing terminal façade. Protection from snowfall and rain at the terminal curbside is provided by a grand canopy.

**NES - Open-End Architectural and Engineering Services Contract, Nashville, TN**—Electrical Quality Assurance. Design of three double ended 13.8 KV-120/208V substations. The secondary sides of the transformers utilized network protectors to parallel transformers for networking the system. The existing system was maintained in service until new 15KV and LV equipment were in place and the existing feeder circuits were cut over, one at a time.

**Bowling Green Municipal Utilities - Wastewater Treatment Plant Expansion and Renovation, Bowling Green, KY**—Electrical Quality Assurance. Expansion of BGMU's wastewater treatment plant, residuals management, odor control, site work and required facilities including electrical and mechanical power. Project includes piping additions and upgrades necessary to convey flow to and from the various treatment processes. Expansion will increase the existing wastewater treatment plant average design capacity from 10.6- to 15 mgd. Est construction cost - \$32M.

**Cave Mill Road and Lovers Lane Pumping Stations and Force Mains, Bowling Green, KY**—Electrical Quality Assurance. Planning, design, and construction phase services for the Cave Mill Road and Lovers Lane pump stations and force main pipelines. The 1,350-gpm Lovers Lane pumping station and approximately 10,000 lf of force main was designed to capture and convey wastewater flow from new and projected development east of Hwy 231 in Bowling Green. The 3,500-gpm Cave Mill Road pump station and approximately 20,000 lf of force main pipeline was designed to intercept flows to an existing pump station in order to reduce hydraulic loading and thus provide capacity for future growth.

**Clarksville-Beacon Hill Wastewater Infrastructure Improvements, Clarksville, TN**—Electrical Quality Assurance. Analysis and design of improvements for the Beacon Hills wastewater collection system. The improvements include upgrading the Beacon Hills pumping station, upsizing and extending the force main to the existing wastewater treatment plant (WWTP), upgrading the existing gravity trunk sewers and construction of a wastewater flow equalization basin. The improvements to the Beacon Hills wastewater infrastructure will be used to equalize peak wastewater flows in the collection system. The wastewater collection system will be upsized to deliver peak wastewater flows to the Beacon Hills pump station, and the flow will be pumped to the WWTP. When the flow rate exceeds the capacity of the Beacon Hills pump station, excess wastewater will be pumped into an on-site equalization basin. As the peak flow conditions in the collection system subside, the stored wastewater will be returned to the Beacon Hills Pump Station for delivery to the WWTP.

**North Clarksville Water Treatment Plant, Clarksville, TN**—Electrical Quality Assurance. Design of 12-mgd treatment plant, configured to accommodate future expansions to 48 mgd. This design will comply with all current and known future water treatment regulations. The plant is designed with liquid chemical feed systems, powdered activated carbon feed system and on-site hypochlorite generation system. (Raw water intake only). Total project cost \$1,064,558.



# William Masters, P.E., LEED AP

ELECTRICAL ENGINEER

Will serves as the electrical practice leader for GS&P's Building and Industrial division, overseeing development of standards and practices for the electrical engineering group. Will has more than 20 years of experience in electrical and communication systems for buildings, with projects in 12 states as well as Italy, Albania, Kyrgyzstan and multiple projects in the People's Republic of China.

## EDUCATION

1988/Bachelor of Science, Biomedical Engineering, Vanderbilt University  
1994/Master of Business Administration, Marketing, University of Memphis  
1988/Bachelor of Engineering, Electrical Engineering, Vanderbilt University

## REGISTRATIONS

Professional Engineer: AL, AR, FL, LA, MS, NC, TN

## MEMBERSHIPS/AFFILIATIONS

US Green Building Council

Illuminating Engineering Society/Middle Tennessee

## ACCREDITATIONS/CERTIFICATIONS

LEED Accredited Professional

## YEARS OF EXPERIENCE

With GS&P: 4  
With other firms: 17

Will's broad range of project types have included healthcare, corporate, commercial/retail, religious, banking, educational, industrial, aviation, residential, high rise and historic renovation.

## SAMPLE PROJECTS

**International Paper - Willow Lake Office Park Building 4,\* Memphis, TN**—Lighting Consultant. Lighting design for 105,000 square-foot conference and day care center that includes art gallery space.

**City of Dyer, TN - Town Square Street Lighting,\* Dyer, TN** -- Electrical Engineer. Replacement of street lighting fixtures in historic downtown square with new fixtures featuring historic reproduction style and superior photometrics.

**Tennessee Air National Guard - Building 400,\* Memphis, TN**—Electrical Engineer. Renovation of headquarters and administration building. 21,000 square feet.

**Tennessee Air National Guard - Campus Electrical Upgrade,\* Memphis, TN**—Electrical Engineer. Replacement of 15-kV electrical service and campus-wide high-voltage distribution system.

**Northwest Mississippi Community College - John Deere Ag Tech Facility,\* Senatobia, MS**—Electrical Engineer. 19,000 square feet.

**Memphis Police Department - Property Room Renovation,\* Memphis, TN**—Electrical Engineer. 8,000 square feet.

**Memphis Area Transit Authority - Central Station Renovations and Site Development,\* Memphis, TN**—Electrical Engineer. Historic renovation of 24,000-square-foot intermodal transportation facility and 700-car surface parking on 17 acres.

**University of Memphis - Ned R. McWherter Library,\* Memphis, TN**—Electrical Engineer. New comprehensive campus library for large urban university.

**Blue Grass Airport - Terminal Renovations and Campus-Wide Improvements, Lexington, KY**—Electrical Engineer Renovations of entrances, lobbies, baggage claim, ticketing and curbside check-in areas. GS&P provided planning, design, budget estimates, construction phasing, construction administration and architectural project management services for a series of terminal renovations. Other projects included a concourse addition, public parking structure, air cargo building, rental car structure, ramp addition, exterior terminal façade updates, and curbside landscaping and upgraded signage.

**Belz Enterprises - Peabody Place Office Tower and Parking Garage,\* Memphis, TN**—Electrical Engineer. High-rise office tower and 600-car parking garage. 175,000 square feet.

\*Denotes individual experience



# Chris Childress, LEED AP

ELECTRICAL DESIGNER

Chris is an electrical designer in GS&P's Building and Industrial Division. Based on his previous experience owning and operating a construction company, Chris has worked directly with owners and architects in the design of lighting, power distribution, telephone/communication systems, fire alarm systems, security systems, and emergency power systems for commercial property.

## EDUCATION

2002/Bachelor of Science, Electrical Engineering, Western Kentucky University

## ACCREDITATIONS/CERTIFICATIONS

LEED Accredited Professional

## YEARS OF EXPERIENCE

With GS&P: 4

Additionally, Chris has composed design specifications for use by electrical contractor for construction of all electrical systems and researched NEC, NFPA, ANSI, IEEE, state and local codes for each project.

## SAMPLE PROJECTS

**Dell AM-1 Plant Lighting Modifications, Nashville, TN**—Replace and relocate existing lighting to facilitate production changes.

**Gerald R. Ford International Airport - New Parking Structure, Grand Rapids, MI**—Electrical Designer. GS&P designed a new four-level, 4,800-space parking structure. Prominent elements of the garage include a helical entrance ramp with dynamic message signs, superior lighting and legibility of wayfinding signage and two enclosed pedestrian walkways that connect to the existing terminal façade. Protection from snowfall and rain at the terminal curbside is provided by a grand canopy.

**KUB Northeast Area Sewer System Improvements - Bud Hawkins and Shipetown Road, Knoxville, TN**—Electrical Designer. Provided linear evaluation for the force main alignment and oversight of the design, permitting, bidding/negotiation services and construction management for approximately 19,000 linear feet of 14-inch diameter DIP force main, new three MGD submersible pumping station, and new gravity sewer.

**NES - Open-End Architectural and Engineering Services Contract, Nashville, TN**—Electrical Designer. Design of three double ended 13.8 KV-120/208V substations. The secondary sides of the transformers utilized network protectors to parallel transformers for networking the system. The existing system was maintained in service until new 15KV and LV equipment were in place and the existing feeder circuits were cut over, one at a time.

## **Dodson Chapel Pump Station and Equalization Basin Design Improvements, Nashville, TN**

—Electrical Designer. Improvements to existing pump station and design of a 3-mg EQ basin to mitigate wet weather sewer overflows. Scope entailed restoring mechanical, electrical and electronic reliability of the station, addressing present and future wastewater flows and eliminating the vibration problems inherent to the station's line shaft pumps. Scope also included the selection of a suitable on-site location for the proposed 3-mg equalization basin as well as planning for it's future location. Fee \$175K.

## **Clarksville Legion Street Improvements, Clarksville, TN**

—GS&P provided design and construction services to add ADA compliant sidewalks, streetscaping, underground utilities, landscaping, access and parking improvements to a short and neglected street in the heart of downtown Clarksville.

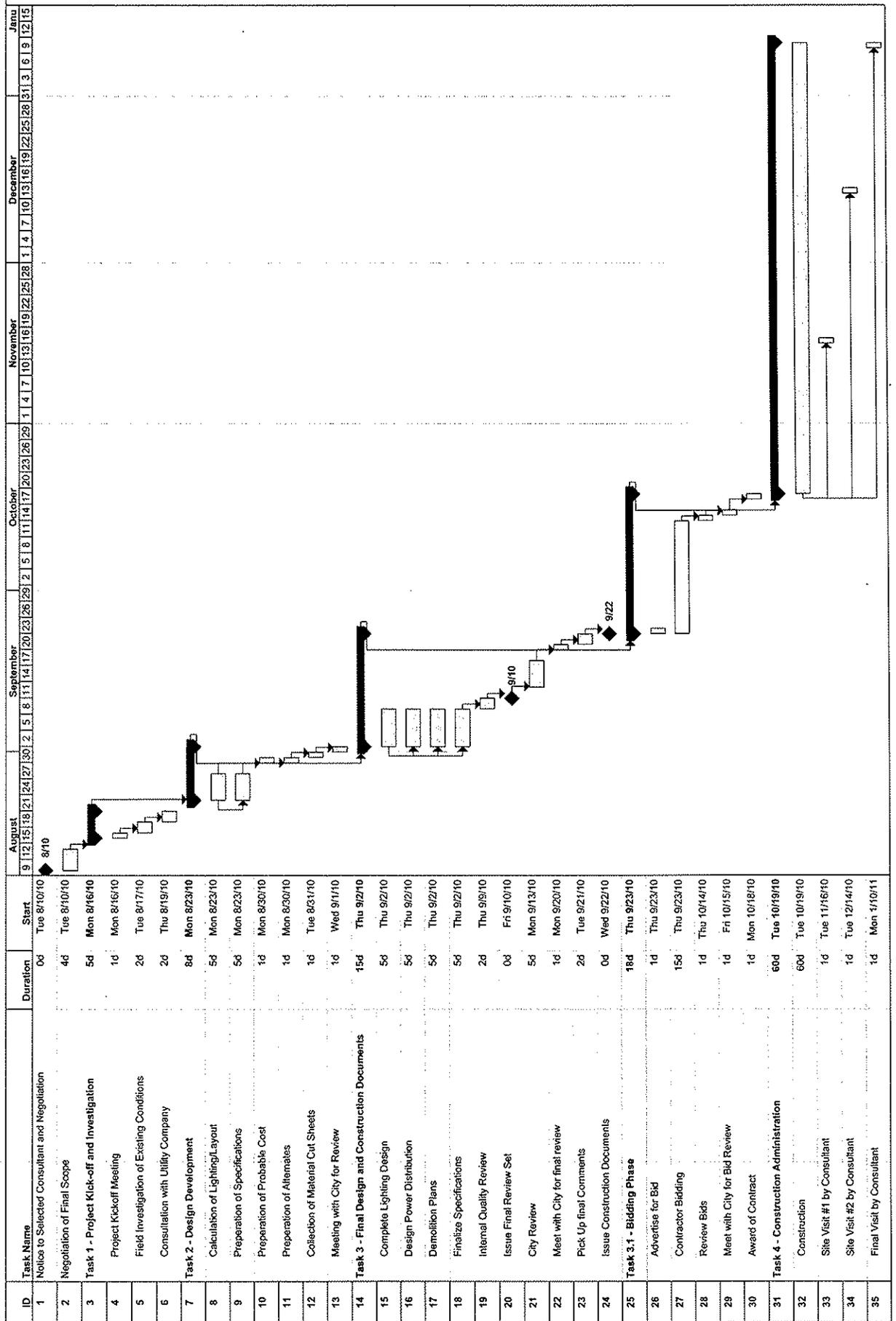
## **Cave Mill Road and Lovers Lane Pumping Stations and Force Mains, Bowling Green, KY**

—Electrical Designer. Planning, design, and construction phase services for the Cave Mill Road and Lovers Lane pump stations and force main pipelines. The 1,350-gpm Lovers Lane pumping station and approximately 10,000 lf of force main was designed to capture and convey wastewater flow from new and projected development east of Hwy 231 in Bowling Green. The 3,500-gpm Cave Mill Road pump station and approximately 20,000 lf of force main pipeline was designed to intercept flows to an existing pump station in order to reduce hydraulic loading and thus provide capacity for future growth.

# Scope of Services Methodology

SECTION 4.0

# Project Schedule



# Cost Schedule "Not To Exceed" Total

Task	Description	Budget for Electrical Engineering Team				Total Hours
		Jon Long, P.E. Sr. Engineer	Will Masters, P.E. Engineer	Chris Childress Designer	Chandra Clonan Electrical Production	
1	<b>Project Kick-Off Meeting</b>					
	A Kickoff Mtg.		4			4
	B Field Investigation of Existing Conditions		2			2
	C Consultation with Utility Company		2	2		4
	<b>Task Subtotal</b>	0	8	2	0	10
2	<b>Design Development</b>					
	A Calculation of Lighting and Layout		2	8	8	18
	B Preparation of Specifications		2	4		6
	C Preparation of Probable Cost		4			4
	D Preparation of Alternatives		2	2		4
	E Collection of Material Cut Sheets			4		4
	F Meeting with City for Review		4			4
	<b>Task Subtotal</b>	0	14	18	8	40
3	<b>Final Design and Construction Documents</b>					
	A Complete Lighting Design		2	4	4	10
	B Design Power Distribution		4	4	4	12
	C Demolition Plans		2	2	2	6
	D Finalize Specifications		2	4		6
	E Internal Quality Review	4				4
	F Issue Final Review Set			2	2	4
	G City Review		2			2
	H Meet with City for Final Review		4			4
	I Pick up Final Comments		2	4	4	10
	J Issue Construction Documents			2	2	4
	<b>Task Subtotal</b>	4	18	22	18	62
3.1	<b>Bidding Phase</b>					
	A Pre-Bid Meeting		4			4
	B Review Bids		2	2		4
	C Meet with City for Bid Review		4			4
	<b>Task Subtotal</b>	0	10	2	0	12
4	<b>Construction Administration</b>					
	A RFI's		4	8		12
	B Submittal Reviews		2	4		6
	C CA Visits			8		8
	D CA Reports			4		4
	E Final Observation		4			4
	F Final Report		4			4
	<b>Task Subtotals</b>	0	14	24	0	38
	<b>Total Hours</b>	4	64	68	26	162
	<b>Rate</b>	\$200.00	\$135.00	\$100.00	\$75.00	
	<b>Total Cost</b>	\$800.00	\$8,640.00	\$6,800.00	\$1,950.00	\$18,190.00

Total Hours= 162  
 Total Not To Exceed Fee= \$18,190.00

GS&P WOULD PROPOSE USING A SIMPLE ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE SHORT FORM AGREEMENT FOR THIS PROJECT.

## BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

City of White House, Tennessee (“Owner”)

and Gresham, Smith and Partners (“Engineer”)

Engineer agrees to provide the services described below to Owner for Municipal Park Football Stadium Lighting Project (“Project”).

### Description of Engineer’s Services:

Electrical Engineering service for design and production of construction documents for football stadium lighting. Services include preparation of design development documents and statement of probable Cost, preparation of final construction documents, assistance in evaluation of contractor bids, and construction Administration. Expenses incurred by Engineer including travel, printing, and copying are included. Engineer will Provide up to 3 sets of documents at conclusion of design development and construction documents.

Owner and Engineer further agree as follows:

#### 1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

#### 2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

#### 4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

#### 1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

#### b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or

#### 3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

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

the assignor from any duty or responsibility under this Agreement.

#### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer=s services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers. If an error or omission is discovered and the item can still be provided in the sequence of professional services without premium cost to the CLIENT, the CLIENT agrees to pay for this item as if it had been included in the original instruments of service. If this error or omission is discovered out of sequence with the milestone schedule, then GS&P will pay for the premium cost to have this instrument of service corrected or included.

B. Engineer shall not at any time supervise, direct, or have control over any contractor=s work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor=s work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor=s work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor=s failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor=s agents or employees or any other persons (except Engineer=s own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the

copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. In recognition of the relative risk and benefits of the Project to both parties, the risks have been allocated such that Owner agrees, to the fullest extent permitted by law, to limit the liability of Engineer and its subconsultants to Owner and to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Engineer and its subconsultants to all those named shall not exceed Engineer's total compensation for services rendered on this project. It is intended that this limitation of liability apply to any and all liability or cause of action however alleged or arising including but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty, unless otherwise prohibited by law.

J. In an effort to resolve conflicts that arise under this Agreement, the parties agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer

period of agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. In the event of litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover in accordance with State law.

K. Engineer shall have the right to rely upon the accuracy and completeness of the services and information furnished by Owner. Engineer shall provide prompt written notice to Owner if Engineer becomes aware of any errors, omissions or inconsistencies in such services or information.

L. No waiver by either party of any breach of any term, provision or condition contained in this Agreement, or the failure to insist upon strict performance thereof shall be deemed to be a waiver of such term, provision or condition as to any subsequent breach thereof or a waiver of any other term, provision or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or effect the exercise of any other right or remedy provided herein.

#### 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Hourly Rates)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix 1.

3. The total compensation for services and reimbursable expenses will not exceed \$18,190.00

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 3 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

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

OWNER:

ENGINEER: GRESHAM, SMITH  
AND PARTNERS

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

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

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

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

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

License or Certificate No. and State \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix No. 1 Engineer's Standard Hourly Rates

Team Role	Team Member	Hourly Rates
Senior Electrical Engineer	Jon Long	\$200
Electrical Engineer	Will Masters	\$135
Electrical Designer	Chris Childress	\$100
CADD Production	Chandra Clonan	\$75
Administrative Support	-	\$60

## Exceptions

The following are items in the proposed agreement to which GS&P would need to respectfully take exception:

- Section 9.3 refers to the Professional Liability Insurance coverage limits to be \$1,000,000 per occurrence; however, professional liability insurance is based on “claims made” rather than occurrence-based (as commercial general liability is) and therefore should be \$1,000,000 per claim instead.
- With regard to the deductible listed in Section 9.3 of \$50,000, our deductible is higher than that amount. GS&P’s deductible was a business decision arrived at in conjunction with our broker, negotiations with our insurance company, and consideration of market conditions, pricing, annual billings, firm size, multiple offices and risk factors. The deductible that we maintain is a wise choice for our business. We respectfully request an exception to the deductible amount listed in the RFP.
- The indemnity language in Section 9.4 has been edited below to contain our normal indemnity language and to be consistent with our professional liability insurance. Language from section 9.4 is shown in black, while edits are shown in red.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of White House (hereinafter called “City”), its officers and employees from liabilities, losses, costs or damages, including reasonable attorneys fees and defense costs, (collectively, “Litigation”) to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, or sub-consultants in the performance of professional services hereunder.

## DISCUSSION ITEMS....

## OTHER INFORMATION....

Middle Tennessee Mayors Caucus | Cumberland Region Tomorrow | Partnership 2020  
**HUD Sustainable Communities: Middle Tennessee Application Framework**  
For Discussion August 6, 2010

### Primary Goal

If grant funding is awarded to Middle Tennessee, regional partners will work together to adopt a **vision for future growth** and a **regional comprehensive plan for sustainable development** to be shared by local communities, resource management agencies, and the private-sector across our ten-county **Middle Tennessee** area for use in shaping their own plans, policies, programs, projects, and service delivery.

The effort is not intended to create an additional layer of planning or policy, but instead begins with the premise that the consolidation of information and plans related to the individual elements of community growth (e.g., transportation, housing, economic development, etc.) into a central place will benefit all of us interested in the long-term sustainability of Middle Tennessee.

Through a truly regional exercise involving partners from all walks of life and every corner of our area, we will establish a shared vision for growth, which will provide opportunities for individual agencies and organizations to improve their own plans and programs to support the overall vision for growth and sustainable development.

### Major Tasks

The application for Middle Tennessee will include the following 6 major tasks, which build upon the collective work of key partner organizations over the last decade:

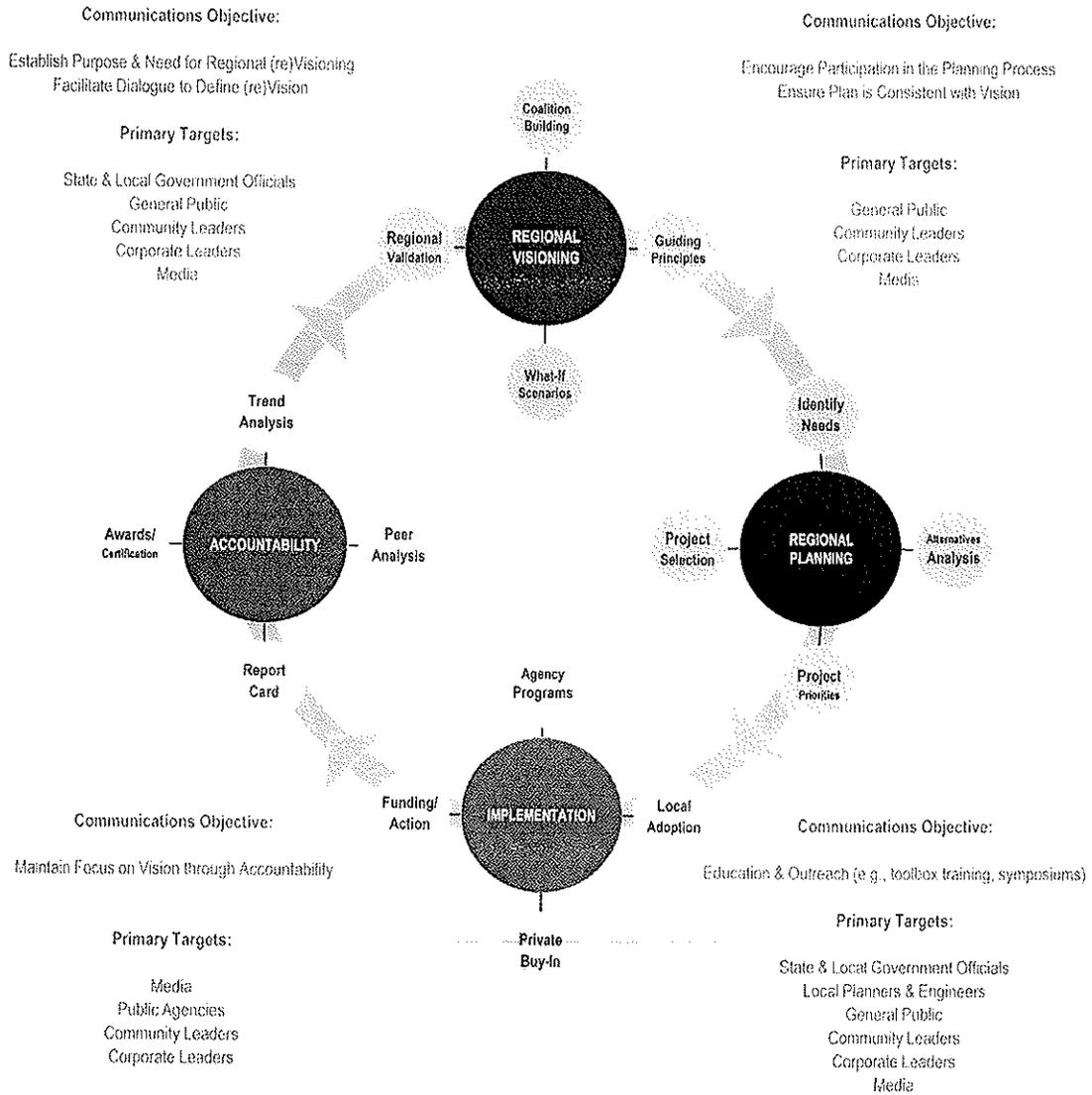
1. **Coalition Building** - Though the consortium assembled to develop the application for funding will be as inclusive and broad-reaching as possible, the first task of this regional effort will be targeted at **ensuring sufficient representation from interested stakeholders** -- particularly those who will be responsible for implementing any of the recommendations that stem from the endeavor. Moreover, thoughtful outreach will be offered to ensure that the **traditionally underserved populations are at the table** from the onset to afford them the opportunity to shape solutions that will most directly affect their respective communities.
2. **Regional Visioning** - Building upon the original CRT regional visioning project of 10 years ago and using the myriad of tools developed by resource agencies throughout the region since then, the first major product of the effort will be the development of a regionally adopted vision for future growth. This task will utilize the broad coalition established as part of task 1 and include work to **identify community values; establish guiding principles** for a sustainable future; **identify trends and forecast future demand** for land, jobs, services, and infrastructure; construct a **preferred growth scenario** that reflects the stated community values and guiding principles; and **establish a baseline** to evaluate our progress towards the implementation of the shared vision.
3. **A Plan for Sustainable Development** - Following the adoption of a shared vision, the region will work together to identify a **cohesive set of specific actions** to be taken by state and local governments, regional organizations, resource agencies, the business community, non-profits, and individual citizens in order to implement that vision over a period of time.

First and foremost, the plan for sustainable development is intended to be a **consolidation of the great work already underway in the region**. One of the primary objectives of such a plan will be to help reduce the burden associated with inter-agency and multijurisdictional collaboration and information sharing. Careful

consideration should be made to determine how to accomplish this task without creating another layer of policy and planning which could further disconnect those most directly involved in the implementation of community plans and programs. Ultimately, however, the plan represents more than an assemblage of strategies and action items; it **represents a commitment by stakeholders to do their part in helping to create the shared vision.**

4. **Demonstration of Implementation Strategies** - In order to provide for the long-term sustainability of the plan, task 4 will develop a sampling of potential **training and technical resources** that could serve as a model for future implementation of the plan and accompanying strategies. Potential tools and resources to be created build upon previous Quality Growth work across the ten-county region, along with related Seminars provided by lead regional transportation agencies:
  - o Creation of Reinvestment Readiness strategies and tools that provide policy guidance, model codes and ordinances, design methodologies that support infill/redevelopment, rehabilitate/ re-use brownfield sites, adjoining arterials and inner-ring neighborhoods, and use of energy efficient building strategies that provide more energy efficient development.
  - o Creation of site-specific Transit Oriented Development, traditional neighborhood development, and compact cluster development design and implementation strategies and tools that incorporate affordable housing and connection to existing neighborhoods.
  - o Creation of new Data Tools that support strategic School-Siting decision making, along with new Health, Climate and Energy indicators that will support sustainable development planning and implementation.
  - o Development of tools to assess the health impacts of proposed development and/or infrastructure investments.
  - o Pilot project funding for local demonstration projects that support local comprehensive plan and aligned zoning and codes development and future regional sustainable development plans and strategies.
  - o OTHERS.....
5. **Development of Long-Term Accountability Measures** - To ensure compliance with the regional vision and plan for sustainable development, the project team will proliferate its effort by **developing a set of accountability measures** that allow the region to **track progress** towards its stated vision and to **make comparisons/ benchmark against competitor/ peer regions** across the nation. This task will involve the identification of trackable indicators, performance measure targets, a peer group, and the assignment of data collection and reporting to the appropriate entities to carry-out the tracking over time.
6. **Establishment of Sustainable Partnerships and Ongoing Education/ Communication** - Ultimately, for the effort to be successful, it must be sustained over the long-haul through the establishment and/or strengthening of regional partnerships and commitments. This task will devise specific strategies to sustain the effort beyond the initial scope of work. The task could include the **development of formal compacts** among agencies or jurisdictions to share resources and to commit fulfilling their respective roles in implementing the vision/ plan. Additionally, the task could include the **development of a regional "sustainable development academy"** that would be responsible for **reinforcing the importance of the vision/ plan** on current and future leaders and educating those individuals on the specific implementation strategies that could be used to ensure success.

# Regional Visioning & Planning Model



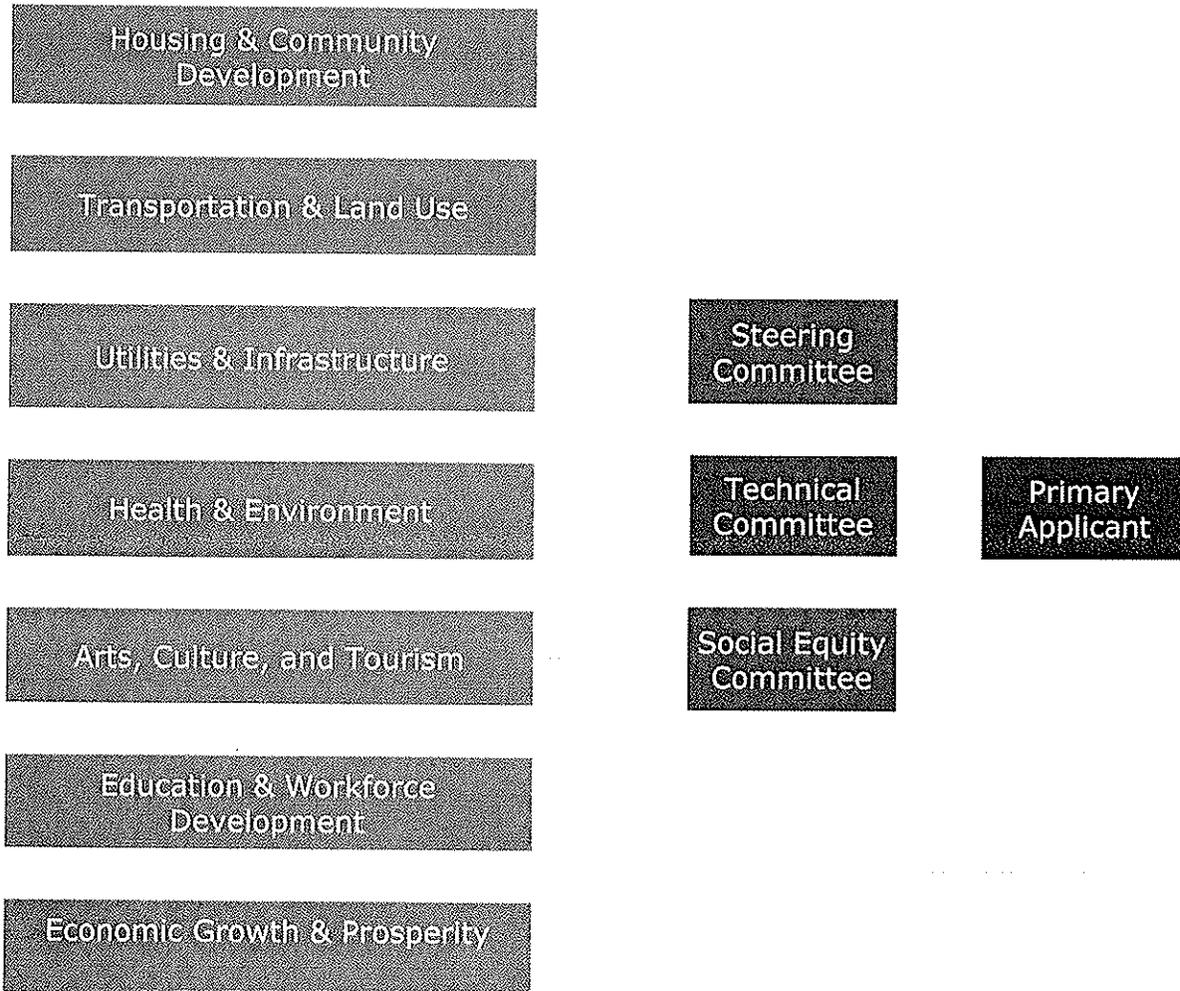
## **Application Team Organization**

The application will represent various groups and interest from across Middle Tennessee and be developed using the following organizational structure:

1. **Primary Applicant** – The **Nashville Area MPO** will serve as the primary applicant, holding ultimate responsibility for final editing and submission of an qualified application to HUD by the announced due date (August 23). The primary applicant will be supported by a small **application team** comprised of the individuals drafting the application.
2. **Lead Organizations** – The application will be developed under the leadership of three existing regional partnerships in the area including the **Middle Tennessee Mayors Caucus, Cumberland Region Tomorrow, and Partnership 2020** representing the public sector, non-profit quality growth advocacy, and the regional economic development initiative of the Nashville Area Chamber, respectively.
3. **Regional Consortium** – The application will be molded through a collaboration of individuals and organizations from across Middle Tennessee that play a role in shaping plans, policies, programs, or projects related to housing, transportation, economic development, health, education, equity issues, water and other utility infrastructure, the environment, urban design, and rural preservation. The consortium will be formally bonded through a memorandum of agreement to be exercised prior to the submission of the application.
4. **Application Committees** – Three committees will collectively provide guidance during the application process.
  - a. **Steering Committee** – Comprised of the application team members, plus the chairs of each of the functional teams listed in #5. Responsible for ensuring a holistic approach to describing the application goals, scope of work, products, and regional qualifications.
  - b. **Technical Committee** – Comprised of the application team members, plus a representative from each of the functional teams listed in #5. Responsible for data collection for necessary regional indicators to support narrative of application.
  - c. **Social Equity Committee** – Comprised of the application team members, plus a representative from each of the functional teams listed in #5. Responsible for ensuring that the application appropriately addresses 1) how the products of the scope for work will benefit the traditionally underserved and 2) ensuring adequate representation of the traditional underserved in the development of the application.
5. **Functional Teams** – Seven functional teams will serve to provide expertise on a variety of issues/ industries to be addressed in the regional vision and plan for sustainable development. Each team will be comprised of a set of interested stakeholders from across the region who have volunteered their services, or who have been specifically recruited for their proven leadership and/or expertise in the subject matter.
  - a. **Housing & Community Development**
  - b. **Transportation & Land Use**
  - c. **Health & Environment**

- d. Arts, Culture, and Tourism
- e. Education & Workforce Development
- f. Economic Growth & Prosperity
- g. Utilities & Infrastructure

**Application Team Organization Chart**



## **General Schedule of Meetings/ Points of Collaboration**

**Thursday, June 24th, HUD releases notice of funds available (NOFA)**

**Tuesday, June 29<sup>th</sup>**

- Application team meeting

**Week, July 5<sup>th</sup>**

- Thursday, July 8 - Briefing for the Middle Tennessee Mayors Caucus Executive Committee
- **Thursday, July 8 - Initial Regional Gathering of Interested Stakeholders**
- Friday, July 9 – Application team debrief

**Week, July 12<sup>th</sup>**

- Tuesday, July 13 – Application team meeting
- Thursday, July 15 – Application team meeting

**Week, July 19th**

- **Thursday, July 22 – Second Regional Gathering of Interested Stakeholders/ First Round Team Meetings**
- Friday, July 23 – Application team debrief

**Week, July 26th**

- Thursday, July 29 – Application team debrief

**Week, August 2nd**

- **Tuesday, August 3 – Initial Meeting of the Equity Committee (conference call)**
- **Friday, August 6 – Third Regional Gathering of Interested Stakeholders/ Second Round Team Meetings**
- Friday, August 6 – Application team debrief

**Week, August 9th**

- **TBD –Committee Meetings/ Conference Calls (Steering, Technical, Equity)**
- Thursday, August 12 – Application team debrief

**Week, August 16th**

- **TBD –Committee Meetings/ Conference Calls (Steering, Technical, Equity)**
- Tuesday, August 17 – Application team meeting – Final Comments on Draft Application
- **Thursday, August 19 – Application team meeting – Final Review of Application**

**Week, August 23rd**

- **Monday, August 23 – Application submitted to HUD**

## **For More Information**

**Michael Skipper, AICP, Nashville Area MPO, Mayors Caucus – skipper@nashvillempo.org | 615-862-7186**

**Bridget Jones, PhD, Cumberland Region Tomorrow – bridget@cumberlandregiontomorrow.org | 615-986-2699**