

CITY OF WHITE HOUSE PUBLIC NOTICE
Board of Mayor and Aldermen Agenda
Special Session
October 5, 2010
6:00 p.m.

1. Call to Order by the Mayor
2. Roll Call
3. Adoption of the Agenda
4. New Business
 - a. Board consideration of the following resolution:
 - i. **Resolution 10-16** - A resolution authorizing and providing for the financing of the construction of a wastewater facilities project, including authorizing the execution of applications, contractual agreements, and other necessary documents and making certain representations, certifications, and pledges of certain revenue in connection with such financing.
 - b. To approve or reject change order request for Municipal Park Renovations - Phase I for additional wood bollards.
 - c. To approve or reject change order request for Municipal Park Renovations - Phase I for perennial ryegrass overseeding and maintenance.
 - d. To approve or reject the authorization of a new Wastewater position.
 - e. To hear Oakland Court Appeal for Sewer Service for Lot 19.
5. Adjournment



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

September 13, 2010

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

RE: Loan Package
White House (Robertson and Sumner Counties), Tennessee
CG0 2011-278, GREEN – Collection System Rehabilitation/Replacement-South
Palmer's Chapel, and Sage Road grinder pump replacements, and North Palmer's Chapel
Vacuum Pumping Station Motor Control Center

Dear Mayor Decker:

Enclosed for your review and signature is a completed Loan Package for the City of White House's Clean Water State Revolving Loan. Please sign and return the entire loan package to me at the above address. **Please do not retype these documents. Also for your convenience, the signature pages were tabbed.** Please refer to the enclosed Loan Application Guidance sheet for instructions on completing the loan package. **Also, please submit your Facility Plan as soon as possible. The Facility Plan needs to be approved before we present your loan package to the TLDA Board.**

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

Sincerely,

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

Enclosure: Loan Package

AUTHORIZING RESOLUTION 10-16

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

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

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a wastewater facilities project, Department of Environment and Conservation Number **CG0 2011-278** (the "Project"), in and for the Local Government; and

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

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

NOW, THEREFORE, be it resolved as follows:

Section 1. Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of NINE HUNDRED SIXTY-NINE THOUSAND DOLLARS (\$969,000) by the obtaining of a Project Loan.

Section 2. The execution and delivery of the Application for a Project Loan in the principal amount of NINE HUNDRED SIXTY-NINE THOUSAND DOLLARS (\$969,000) for the purpose of funding all or a portion of the total estimated cost of the Project NINE HUNDRED SIXTY-NINE THOUSAND DOLLARS (\$969,000), by John Decker, the Mayor of the Local Government, is hereby ratified and approved in all respects.

Section 3. The Local Government hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

Section 4. The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

Section 5. The Local Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement. The Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the wastewater system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 6. The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 7. The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

Section 8. The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project, which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 9. The Mayor of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

Section 10. All orders, resolutions, or ordinances in conflict with this resolution be and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____, 2010.

John Decker, Mayor

WITNESS:

(Affix Seal As Appropriate)

(Name and Title)

CHECK ONE

CW0/CG0
 DW0/DG0

**STATE REVOLVING FUND PROGRAM
APPLICATION FOR ARRA/SRF PROJECT LOAN**

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

TO BE FILLED IN BY SRFLP OFFICE:

CG0 2011-278

Project Number

\$969,000

Loan Amount

\$193,800

Amount of Principal Forgiveness

20

Term of Loan in Years

Bond Buyer Index Rate and Date

Loan Interest Rate

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

City of White House

LEGAL NAME OF APPLICANT

Wastewater Plant, 725 Industrial Drive

Address

White House, TN 37188

City / State and Zip Code

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

Project Description: GREEN - Collection System Rehabilitation/Replacement-South Palmer's Chapel, and Sage Road grinder pump replacements, and North Palmer's Chapel Vacuum Pumping Station Motor Control Center

The entire scope of the Project is estimated to cost: \$ 969,000
 Amount of State Revolving Fund Loan Requested: \$ 969,000
 Requested Term of Loan (not to exceed 20 years): 20 years

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

\$ -0-

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

\$ 3,618,806

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

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

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

John Decker, Mayor

 (Typed) Name and Title of Authorized Representative

 Signature

 Date

(Revised June 98)

REVOLVING FUND LOAN AGREEMENT

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

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

- (l) "State" shall mean the State of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;
- (m) "State-Shared Taxes" has the meaning established by TCA Section 4-31-102, as amended; and
- (n) "Unobligated State-Shared Taxes" means State-Shared Taxes which have not been pledged or applied to any other prior indebtedness"

2. PROJECT

- (a) Description. A description of the Project is contained in the Application.
- (b) Funding Sources. The Local Government estimates the Project Cost to be **\$969,000** which is expected to be funded as follows:

| | |
|-------------------------------------|--------------------------|
| (1) State Revolving Fund (SRF) Loan | \$ 775,200 |
| (2) Principal Forgiveness | \$ 193,800 |
| (3) Local Funds | -0- |
| (4) Other Funds | -0- |
| TOTAL | <u>\$ 969,000</u> |

3. LOAN

- (a) Loan and use of proceeds. The State shall lend to the Local Government from moneys available in the Fund an aggregate principal amount not to exceed **NINE HUNDRED SIXTY-NINE THOUSAND DOLLARS (\$969,000)** (the "Project Loan") to bear interest as described in (b) below. The loan shall be used by the Local Government for completion of the Project described in the Application and in accordance with plans and specifications and special conditions, approved and required by the Department. Interest on the Project Loan will begin to accrue upon the first disbursement of the Project Loan pursuant to Section 5 hereof.
- (b) Interest rate. The rate of interest for this Project Loan is that rate established by the Authority at the meeting at which this loan is approved and stated on the payment schedule which is incorporated into this Agreement and attached hereto.
- (c) Administrative fee. The Authority shall collect a fee equal to 8 basis points of the total Project Loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.
- (d) Payment schedule. The Local Government expressly agrees to make all payments of principal and interest in accordance with the Payment Schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the Payment Schedule shall not be deemed to be an amendment of this Agreement.

4. REPAYMENT OF PROJECT LOAN.

- (a) Payments. The Local Government promises to repay to the order of the State the Project Loan plus interest, payable in installments on the 20th day of each month in accordance with the Payment Schedule established by the Authority. The Payment Schedule will require payments of interest to begin after the first disbursement pursuant to Section 5 of this Agreement. The Payment Schedule will require repayments of principal to begin either (1) within ninety (90) days after the Project is completed, or, if the Project consists solely of planning, replanning, or design work, after the Project is complete; or (2) within one hundred twenty (120) days after ninety percent (90%) of the Project Loan has been disbursed, whichever event occurs earlier. Provided, however, the Authority may agree in the instance of a newly created water system to defer the commencement of principal repayment for no more than one year after the Project is completed.
- (b) Reduction. The Project Loan, and the required payments made pursuant to the Payment Schedule, shall be reduced to reflect:
- (1) Funding not listed in Section 2(b) which subsequently becomes available, or
 - (2) The amount actually disbursed by the State to the Local Government pursuant to the Agreement as the Project Loan.

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

- (c) Prepayment. The Local Government, at its option, may prepay all or any portion of the Project Loan.
- (d) Principal Forgiven. A portion of the SRF funding for the Project Loan shall be forgiven by the State. The principal forgiven shall be **\$193,800**.

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

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

6. AMENDMENT.

- (a) Increase in Project Loan. If the final Project Cost is greater than is estimated in Section 2(b), then the Project Loan may be increased by a subsequent agreement executed by the parties hereto (the amount of such increase may be subject to a different interest rate) if the following conditions are fulfilled:
- (1) Amounts in the Fund are authorized and available for such increase;
 - (2) The increased Project Loan otherwise meets the applicable statutory requirements and the regulations adopted thereunder; and
 - (3) Such increase in this Project Loan does not result in any violation or breach of any contract, resolution or ordinance of the Local Government.
- (b) Other Amendments and Modifications. Any other amendment or modification of this Agreement must first be approved by the Authority and must be in writing executed by the parties hereto.

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

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

- (i) To provide and maintain competent and adequate engineering supervision and inspection of the Project to insure that the construction conforms with the approved Plans and Specifications;
 - (j) To abide by and honor any further guarantees or securities as may be required by the State which are not in conflict with State or federal law;
 - (k) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;
 - (l) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part.
8. SECURITY AND DEFAULT. As security for payments due under this Agreement, the Local Government pledges users fees and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due here under, as well as the other costs or operation and maintenance of the system, including depreciation. The Local Government covenants to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess.

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

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

9. CONDITIONS PRECEDENT. This Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority, if applicable, on or before the date of the first disbursement of the Project Loan; each document is to be dated or certified, as the case may be, on or before the date of the first disbursement of the Project Loan:
- (a) A general certificate of the Local Government certifying the resolution or ordinance authorizing the Local Government to enter into this Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;
 - (b) An opinion of the Attorney or Special Counsel to the Local Government to the effect that:

- (1) The Local Government has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Agreement;
 - (2) This Agreement is duly executed and constitutes a valid and binding contract of the Local Government, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;
 - (3) This Agreement is not in conflict in any material way with any contracts or ordinances of the Local Government; and
 - (4) There is no litigation materially adversely affecting this Agreement or the financial condition of the Local Government.
- (c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Local Government in Paragraph 7(1);
 - (d) An opinion of a licensed engineer as to the reasonableness of the project costs and as to the estimated completion date of the Project; and
 - (e) A representation of the Local Government as to loans and state shared taxes.
10. SEVERABILITY. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions or provisions hereof.
11. NOTICES. Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

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

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

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

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

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

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

LOCAL GOVERNMENT

NAME: City of White House
(City)

BY: _____
John Decker, Mayor

DATE: _____

**TENNESSEE LOCAL DEVELOPMENT
AUTHORITY**

BY: _____

TITLE: _____

MEETING APPROVAL DATE: _____

INTEREST RATE: _____

APPROVED AS TO FUNDING:

**COMMISSIONER, DEPARTMENT OF
ENVIRONMENT AND CONSERVATION**

BY: _____

DATE: _____

**COMMISSIONER OF FINANCE AND
ADMINISTRATION**

BY: _____

DATE: _____

GENERAL CONDITIONS

CITY OF WHITE HOUSE

CG0 2011-278

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

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

The following steps must be utilized in soliciting participation:

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

- g. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-2 to any DBE Subcontractor(s) that will participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe the work received from the Prime Contractor, how much the DBE Subcontractor(s) was/were paid, and describe any other concerns of the DBE Subcontractor(s). The DBE Subcontractor(s) will then mail the completed form(s) to the EPA DBE Coordinator; Small and Disadvantaged Business Program; EPA, Region IV; Office of Policy and Management; 61 Forsyth Street, SW; Atlanta, GA 30303-8960.
 - h. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-3 to any DBE Subcontractor(s) intending to participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe (1) the intended work to be performed for, and (2) the price of the work submitted to, the Prime Contractor. The DBE Subcontractor(s) will then submit the completed form(s) to the Loan Recipient as part of an Authority To Award (ATA) Bid Package.
 - i. Require the Loan Recipient to provide EPA Form 6100-4 to the Prime Contractor for completion. The Prime Contractor will use this form to identify each DBE Subcontractor that will participate in the construction of the project and the estimated dollar amount of each DBE subcontract. The Prime Contractor will then submit the completed form to the Loan Recipient as part of an Authority To Award (ATA) Bid Package.
4. The Local Government will comply with the following:
- a. The Local Government must adhere with the most current Wage Rate (Davis-Bacon Act) applicable to the project.
 - b. The bid advertisement for construction must state the wage rate requirements. The wage rate needs to be current at the bid opening.
 - c. The wage determination (including any additional classifications and wage rates conformed) and a Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.
 - d. The wage rate information can be obtained at:
www.gpo.gov/davisbacon/referencemat.html and www.wdol.gov/ .

5. The local government will comply with the following OMB Circular A-133 audit requirements:

The funding for this loan could be disbursed from federal or state sources or both. Therefore, the recipient should consider that all funding received is a federal award and abide by all relevant federal and/or state compliance requirements.

CFDA Title: Capitalization Grants for Clean Water State Revolving Funds

CFDA #: 66.458

Research and Development Award: No

Grant Number: CS470001XX

Federal Awarding Agency: Environmental Protection Agency, Office of Water

Confirmations of actual federal funding can be obtained at fiscal year-end from the Tennessee Comptroller of the Treasury, Division of Municipal Audit's Website @ <http://www.tn.gov/comptroller>.

At fiscal year-end, contact state SRF Loan Program for a breakdown by specific grant period(s), number(s), and amount(s).

OMB Circular A-133 Audit Requirements

Section 200 states, *“Non-federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year...”*

Section 320 states, *“The audit shall be completed and the data collection form described in paragraph (b) of this section and reporting package described in paragraph (c) of this section shall be submitted within . . . nine months after the end of the audit period . . .”*

Section 225 states, *“In cases of continued inability or unwillingness to have an audit conducted in accordance with these requirements, Federal agencies and pass-through entities shall take appropriate action using sanctions such as (a) Withholding a percentage of Federal awards until the audit is completed satisfactorily; (b) Withholding or disallowing overhead costs; (c) Suspending Federal awards until the audit is conducted; or (d) Terminating the Federal award.”*

6. The State of Tennessee and/or The United States Environmental Protection Agency shall have access to the official project files and job site.

SPECIAL CONDITIONS

LIST OF CLOSING DOCUMENTS RELATED TO LOAN AGREEMENT

Copy of the Local Government's Application for Project Loan

Payment Schedule

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

Opinion as to Sufficiency of Rates, Fees and Charges

Opinion as to Cost and Completion

Representation as to Loans and State Shared Taxes

Legal Opinion of Counsel to Local Government

Special Conditions

EXHIBIT A

FEDERAL LAWS AND EXECUTIVE ORDERS

ENVIRONMENTAL:

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

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

Endangered Species Act PL 93-205, as amended.

Environmental Justice, Executive Order 12898.

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

Protection of Wetlands Executive Order 11990.

Farmland Protection Policy Act, PL 97-98.

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

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

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

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

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

ECONOMIC AND MISCELLANEOUS AUTHORITIES

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

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

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

SOCIAL POLICY AUTHORITIES

Age Discrimination Act, PL 94-135.

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

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

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

Equal Employment Opportunity, Executive Order 11246.

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

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

GENERAL CERTIFICATE

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

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

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

S-E-A-L

John Decker, Mayor

ATTEST:

Name

Title or Office



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

| CLASSIFICATIONS OF COSTS | 1 | 7 | 2+3+4 | (3) | (4) | (5) | (6) | (7)+(8)+(9)* | (8) | (9) | (10)+(11)+(12)* | (11)+(12)+(13)+(14) |
|--|--------------------------|-----------------------|--------------------|---|--|------------------|------------------------------|---------------------------|------------------------------|------------------------------------|---------------------------------------|----------------------------------|
| | CURRENT SRF BUDGET(100%) | ADJUSTMENT SRF BUDGET | REVISED SRF BUDGET | SRF LOAN WITHOUT PRINCIPAL FORGIVENESS (60%) (\$) | PORTION OF SRF PRINCIPAL FORGIVENESS(20%) IN THE SRF LOAN (\$) | LOCAL SHARE (\$) | LOCAL SHARE ADJUSTMENT* (\$) | REVISED LOCAL SHARE* (\$) | OTHER FUNDS OTHER SHARE (\$) | OTHER FUNDS SHARE ADJUSTMENT* (\$) | REVISED OTHER FUNDS OTHER SHARE* (\$) | CURRENT TOTAL PROJECT COSTS (\$) |
| (a) Administrative & Legal Fees*** | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (b) Land Costs, Appraisals*** | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (c) Planning Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (d) Design Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (e) Engineering Basic Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (f) Other Engineering Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (g) Project Inspection Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (h) Construction and Project Improvement Costs | | | | | | | | | | | | |
| (11) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (12) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (13) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (14) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (15) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (16) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (17) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (18) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (j) Miscellaneous Costs | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| (k) Contingencies | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

ENGINEER'S OR AUTHORIZED REPRESENTATIVE'S SIGNATURE _____

DATE _____

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

(Please type on City Attorney's letterhead)

Date (On or after date Loan Agreement signed)

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

RE: City of White House
Loan # CG0 2011-278

Dear Madam/Sir:

I am the Attorney for the City of White House, Tennessee and I have reviewed the Revolving Fund Loan Agreement for the above referenced project (the "Agreement") in the amount of \$969,000. Pursuant to provisions of Paragraph 9 of the Loan Agreement, you have requested that the City of White House furnish you with my opinion as to certain matters. It is my opinion that:

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

Sincerely,

Name, Title
Firm

(Please type on Engineer's letterhead)

Date (On or after date Loan Agreement signed)

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

RE: City of White House
Loan #CG0 2011-278

Dear Madam/Sir:

We are the consulting engineers for the City of White House, Tennessee. Pursuant to Paragraph 9 of the Revolving Fund Loan Agreement in the amount of \$969,000 to finance the above referenced project, you have requested that the City of white House furnish you with our opinion as to certain matters. We are of the opinion:

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

Sincerely,

Name, Title
Firm

| | | |
|---|---|---------------------------------|
| United States Environmental Protection Agency Washington, DC 20460 Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance Note: Read instructions on other side before completing form. | | |
| I. | Applicant/Recipient (Name, Address, State, Zip Code). City of White House, Wastewater Plant, 725 Industrial Drive, White House, TN 37188 | EPA Project No. CG0 2011-278 |
| II. | Is the applicant currently receiving EPA assistance? (See * instructions on reverse side) | |
| III. | List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) | |
| IV. | List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) | |
| V. | List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3)) | |
| VI.* | Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) <input type="checkbox"/> Yes <input type="checkbox"/> No a. Do the methods of notice accommodate those with impaired vision or hearing? <input type="checkbox"/> Yes <input type="checkbox"/> No b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? <input type="checkbox"/> Yes <input type="checkbox"/> No c. Does the notice identify a designated civil rights coordinator? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| VII.* | Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a)) | |
| VIII.* | Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166) | |
| IX.* | If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator. | |
| X* | If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures. | |
| XI. | Will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? <input type="checkbox"/> Yes. If no, explain how a regulatory exception (40 C.F.R. § 7.70) applies. <input type="checkbox"/> No | |
| For the Applicant/Recipient | | |
| I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations. | | |
| A. Signature of Authorized Official | B. Title of Authorized Official | C. Date |
| For the U.S. Environmental Protection Agency | | |
| I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations. | | |
| A. Signature of Authorized EPA Official | B. Title of Authorized EPA Official | C. Date |

EPA Form 4700-4 (Rev. 03/2008). Previous editions are obsolete.

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

General

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

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

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

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

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

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

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

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

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

Items

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

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

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

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

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

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

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

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

"Burden Disclosure Statement"

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

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

SAMPLE PROJECT SCHEDULE

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

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

The Local Government hereby represents that:

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

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

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

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

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

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

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

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

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

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

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

LOCAL GOVERNMENT

BY: _____
John Decker, Mayor



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 Brook
Office Administrator

Allison Gree
Recreation Superintendent

Steven Russe
Parks Maintenance Supervisor

MEMORANDUM

Date: September 21, 2010

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

From: Ashley Smith, Director of Parks and Recreation

Re: Municipal Park Renovations-Phase I, change request for additional wood bollards

I am requesting you to consider the addition of 80 wood bollards to prevent cars from accessing the site on the west side adjacent to the roadway. The sub-contractor's employees, under direction of the General Contractor's Project Superintendent, began installing the wood bollards on 6' spacing instead of the specified 10' spacing. As they installed the posts, it became apparent that a mistake had been made and that there would not be enough bollards to complete the job. In order to not have to pull the installed bollards out since most of them had already been set in concrete, Volunteer Fence Company agreed to sell the additional 80 bollards needed at \$20 each. I believe the 6' spacing is more appropriate and definitely more effective than 10' spacing.

CHOICE CONSTRUCTION, INC

REQUEST FOR CONTRACT CHANGE ITEM

DATE 9/16/2010

CHANGE ITEM 15

PROJECT: PHASE 1 IMPROVEMENTS
CITY OF WHITE HOUSE MUNICIPAL
PARK

TO: CITY OF WHITE HOUSE
105 COLLEGE STREET
WHITE HOUSE, TN 37188

FROM: CHOICE CONSTRUCTION, INC.
423 HOUSTON STREET
NASHVILLE, TN 37203

| ITEM NO. | DESCRIPTION | AMOUNT |
|-------------|-------------|--------|
|-------------|-------------|--------|

WORK TO BE PERFORMED:

Install 80 quantity additional wood pipe bollards at sub cost of \$20.00 each to accommodate 6 foot spacing

| | |
|------------------------------|------------|
| AMOUNT OF CHANGE ORDER | \$1,600.00 |
| SUBCONTRACTOR'S MARGIN | \$80.00 |
| SUBTOTAL | \$1,680.00 |
| BOND COST..... | \$25.20 |
| SUBTOTAL | \$1,705.20 |
| TOTAL CHANGE ORDER | \$1,705.20 |

| | |
|---|-------------------|
| ORIGINAL CONTRACT AMOUNT | \$1,628,000.00 |
| NET CHANGE BY PREVIOUS CHANGE ITEMS | \$79,361.55 |
| NET CHANGE BY THIS CHANGE ITEM..... | <u>\$1,705.20</u> |

REVISED CONTRACT AMOUNT \$1,709,066.75

CHOICE CONSTRUCTION, INC.
423 HOUSTON STREET
NASHVILLE, TN 37203

CITY OF WHITE HOUSE
105 COLLEGE STREET
WHITE HOUSE, TN 37188

BY: _____

BY: _____

TOMMY R. STRICKLAND
VICE 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 Brook
Office Administrator

Allison Green
Recreation Superintendent

Steven Russe
Parks Maintenance Supervisor

MEMORANDUM

Date: September 21, 2010

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

From: Ashley Smith, Director of Parks and Recreation

Re: Municipal Park Renovations-Phase I, change request for perennial ryegrass overseeding and maintenance

I am requesting you to consider overseeding the new ball fields with perennial ryegrass along with necessary maintenance components needed to establish a turf for spring 2011. The bermudagrass sprigs have not grown in enough to provide an adequate turf for spring play without the addition of ryegrass. The sprig supplier, Turfgrass America, has agreed to re-sprig the fields in June of 2011 during the optimum growing season for bermudagrass. Once we have a killing frost this fall, the existing bermudagrass will be dormant above ground and will not grow in any more until temperatures begin to rise next spring.



3013 Ambrose Avenue • Nashville, TN 37207
 (615)262-9066 • Fax: (615)262-9007

Memo

To: Tommy Strickland of Choice Construction

From: **David Scott**

Date: September 16, 2010

Re: **Overseed ballfields & preparation to re-sprig**

| | | |
|--|------------|---------------------|
| Overseed with "Axcella" rye at 8 lbs/m | | \$2,642.00 |
| Late Fall 2010 Fertilize | | \$632.00 |
| Early Spring 2011 Fertilize w/pre-emergence | | \$983.00 |
| June 2011 mow low and remove thatch and | | \$1,046.00 |
| Prepare fields for re-sprigging June 2011 | | \$1,616.00 |
| Post maintenance 3 fertilizer applications of 6 to 8 | | <u>\$1,654.00</u> |
| | | \$8,573.00 |
| | | |
| Spray June with Revolver and Broadleaf Fertilizer | | \$2,104.00 |
| Overseed with Hogan CQ Perennial Ryegrass 8 lbs/m | \$3,011.00 | <u>Add \$369.00</u> |
| | | \$11,046.00 |

Overseeding with "Axcella" Rye is perhaps the best choice except the rye would start to die out starting in May and may not protect what bermuda is thriving

Another option would be to do "Axcella" rye seeding, fall 2010 fertilize and spring 2011 fertilize w/pre-emergence, mow low and remove the thatch, prepare fields for re-sprigging with starter fertilizer only, re-sprig and over seed with "Rivearah" Hybrid Bermuda Seed, start post maintenance. Additional cost for seed \$6,412.00. May be able to seed at half rate for \$3,366.00

CHOICE CONSTRUCTION, INC

REQUEST FOR CONTRACT CHANGE ITEM

DATE 9/16/2010

CHANGE ITEM 17 PROJECT: PHASE 1 IMPROVEMENTS
CITY OF WHITE HOUSE MUNICIPAL
PARK

TO: CITY OF WHITE HOUSE FROM: CHOICE CONSTRUCTION, INC.
105 COLLEGE STREET 423 HOUSTON STREET
WHITE HOUSE, TN 37188 NASHVILLE, TN 37203

| ITEM NO. | DESCRIPTION | AMOUNT |
|-------------|-------------|--------|
|-------------|-------------|--------|

WORK TO BE PERFORMED:

| | |
|--|------------------|
| Field Overseeding with Hogan Champion GQ Blend Perennial Ryegrass and Maintenance per Landscape & Irrigation Memo dated 9-16-10 attached | \$11,046.00 |
| Credit for Annual Rye overseeding | <u>-\$727.00</u> |

| | |
|------------------------------|-------------|
| AMOUNT OF CHANGE ORDER | \$10,319.00 |
| SUBCONTRACTOR'S MARGIN | \$515.95 |
| SUBTOTAL | \$10,834.95 |
| BOND COST | \$162.52 |
| SUBTOTAL | \$10,997.47 |

TOTAL CHANGE ORDER \$10,997.47

| | |
|---|--------------------|
| ORIGINAL CONTRACT AMOUNT | \$1,628,000.00 |
| NET CHANGE BY PREVIOUS CHANGE ITEMS | \$79,361.55 |
| NET CHANGE BY THIS CHANGE ITEM..... | <u>\$10,997.47</u> |

REVISED CONTRACT AMOUNT \$1,718,359.02

CHOICE CONSTRUCTION, INC.
423 HOUSTON STREET
NASHVILLE, TN 37203

CITY OF WHITE HOUSE
105 COLLEGE STREET
WHITE HOUSE, TN 37188

BY: _____

BY: _____

TOMMY R. STRICKLAND
VICE PRESIDENT

September 29, 2010

MEMORANDUM

To: Board of Mayor and Aldermen

From: Angie Carrier
City Administrator



Re: Agenda Item # d: Authorization of new wastewater position

We have evaluated the financial impact of filling the Wastewater Superintendent position immediately as it relates to the wastewater rates during the five-year financial plan recently adopted by the City Council. The financial plan currently includes two positions being filled in FY 2011-2012, however the plan can be modified by filling the Wastewater Superintendent position in FY 2010-2011 (current fiscal year) and filling the Billing Clerk position in either FY 2011-2012 or in FY 2012-2013. This modification would not impact the wastewater rates as adopted through the five-year planning period. The five-year Wastewater Master Plan Capital Improvements could proceed as adopted without any modifications.

The maximum payout will be \$59,400, based on the salary of \$45K and benefit package at 32%. (Pay Grade 9) I have attached a job description for the wastewater superintendent position for your review.

Creating this position is not due to Bill's absence. The Wastewater Superintendent position was discussed on August 30th with Bill to create a succession plan in the Wastewater Department and to assist him with administrative issues. The workload in the department has increased over the years with constant maintenance issues that create more workload initially in mapping sewer lines with GPS and GIS, record keeping, inventory, billing, and responding to emergency situations. The justification for this position has increased recently and I would like to fill it immediately to help with administrative issues that need attention. The next few years will be crucial in planning and organizing of the sewer department with the implementation of the master plan, overseeing the SRF funding with the current projects at hand. These projects alone are an enormous burden with the paperwork involved as well as the force account work that will be involved in the installation of the grinder pumps. There

is no question that this person will be able to fill the hours involved in the work week. This person will also be required to obtain certain certifications within one year of employment which will be a major task.

I have met with Bill initially and I would not move forward in requesting for this position unless I thought it was a major need, especially without him making the formal request to me first. Candyce Shelton, our HR Director, Ben Simerl, our contract engineer, and I met to discuss the duties and requirements last week and have agreed upon the job description and in hiring someone immediately. If Bill would like to make any changes to the description, once he returns I do not have an issue with that. I do think that it will be in the best interest of the City and the wastewater department if we move forward now. I expect that if approved, we will post immediately and hopefully have someone in place within the next two months.

If you have any questions, please feel free to call and discuss.

Classification Title: Wastewater Superintendent

Department: Wastewater

Wage Category: Exempt

Report to: Wastewater Director

PURPOSE OF CLASSIFICATION

Under general supervision of the Wastewater Director, assists in performing administrative and managerial work in planning, organizing and directing the city wastewater treatment and collection systems, supervising all departmental staff, and performing skilled work of considerable difficulty.

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

The following duties are typical for this job. These are not to be construed as exclusive or all inclusive. Other duties may be required and assigned.

Assists the Director in planning, organizing, directing and reviewing all activities related to the Wastewater department; assists the Director in overseeing the daily operations and maintenance of the department.

Oversees the department's recordkeeping system to maintain compliance with all regulatory requirements.

Oversees the warranty repair shop, including inventory tracking system.

Assists in the development of policies and procedures, maintenance and management programs and reorganization plans to achieve efficiency and cost savings for the City; recommends or implements improvements as assigned.

Responds to emergency situations in a timely fashion. Subject to emergency calls at any time.

Assists in the selection, supervision, training, discipline and evaluation of management, supervisory and clerical personnel within the Wastewater department.

Participates in preparing the annual operating budget; assists in preparation of the capital improvement program; maintains adequate inventory control systems; maintains billing system.

Attends meetings, seminars, etc., as directed or as appropriate.

Uses knowledge of various software programs in an effective and efficient manner; strong knowledge of geographic information systems (GIS) and global positioning systems (GPS).

Maintains a comprehensive, current knowledge and awareness of laws/regulations pertaining to all aspects of wastewater functions; maintains professional affiliations; reads professional literature; attends workshops and training sessions as appropriate.

**(ADA) MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED
TO PERFORM ESSENTIAL JOB FUNCTIONS**

KNOWLEDGE: Considerable knowledge of hydraulics and the chemical, physical, and biological processes used in the wastewater treatment processes. Knowledge of laboratory practices required to properly evaluate treatment processes. Knowledge of OSHA guidelines related to large wastewater treatment facilities. Basic knowledge of motor control and electrical systems necessary to convey and treat wastewater. Ability to meet all state OSHA guidelines and requirements applicable to wastewater treatment facilities. Skill in communicating orally and in writing on a one-on-one basis and before groups. Skill in use of various computer software packages.

PHYSICAL REQUIREMENTS: Must be physically able to operate a variety of automated machines which includes a motor vehicle, computer, printer, facsimile machine, copy machine, calculator, telephone, etc., and tools such as a level, gas detector, or related tools. Must be able to use body members to work, move or carry objects or materials. Must be able to exert up to one hundred pounds of force occasionally, and/or up to fifty pounds of force frequently. Physical demand requirements are at levels of those for light to heavy work.

DATA CONCEPTION: Requires the ability to compare and or judge the readily observable functional, technical, structural, or compositional characteristics (whether similar to or divergent from obvious standards) of data, people, or things.

INTERPERSONAL COMMUNICATION: Requires the ability of speaking and/or signaling people to convey or exchange administrative/financial/engineering information. Includes giving assignments and/or directions to co-workers or assistants.

LANGUAGE ABILITY: Requires the ability to read a variety of informational documentation, directions, instructions, and methods and procedures related to the job of Wastewater Superintendent. Requires the ability to write reports with proper format, punctuation, spelling and grammar, using all parts of speech. Requires the ability to speak with and before others with poise, voice control, and confidence using correct English and a well-modulated voice.

INTELLIGENCE: Requires the ability to learn and understand basic to complex principles and techniques; to make independent judgments in absence of supervision; to acquire knowledge of topics related to the job of Wastewater Director.

VERBAL APTITUDE: Requires the ability to record and deliver information to supervisors and officials; to explain procedures and policies; and to follow verbal and written instructions, guidelines and objectives.

NUMERICAL APTITUDE: Requires the ability to utilize mathematical formulas; add and subtract totals; multiply and divide; determine percentages; determine time and weight; and utilize statistical inference.

FORM/SPATIAL APTITUDE: Requires the ability to inspect items for proper length, width, and shape, visually with office equipment.

MOTOR COORDINATION: Requires the ability to coordinate hands and eyes in using automated equipment.

MANUAL DEXTERITY: Requires the ability to handle a variety of items, office equipment, control knobs, switches, etc. Must have the ability to use one hand for twisting or turning motion while coordinating other hand with different activities. Must have minimal levels of eye/hand/foot coordination.

COLOR DISCRIMINATION: Requires the ability to differentiate colors and shades of color.

INTERPERSONAL TEMPERAMENT: Requires the ability to deal with people (i.e. staff, supervisors, general public, and officials) beyond giving and receiving instructions such as in interpreting departmental policies and procedures. Must be adaptable to performing under moderate stress when confronted with an emergency related to the job of Wastewater Superintendent.

PHYSICAL COMMUNICATION: Requires the ability to talk and/or hear: (Talking - expressing or exchanging ideas by means of spoken words). (Hearing - perceiving nature of sounds by ear).

MINIMUM TRAINING AND EXPERIENCE REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

EXPERIENCE AND EDUCATION: Must have five years or more of increasingly responsible administrative or management experience in wastewater utilities; an undergraduate degree in biological or natural science is preferred.

TRAINING: Grade II Collection Operator certification and Cross-Connection certification within one year of employment; ability to obtain any certification or licensure required by the State of Tennessee necessary to the position.

I have carefully read and understand the contents of this job description. I understand the responsibilities, requirements and duties expected of me. I understand that this is not necessarily an exhaustive list of responsibilities, skills, duties, requirements, efforts or work conditions associated with the job. While this list is intended to be an accurate reflection of the current job, the City of White House reserves the right to revise the functions and duties of the job or to require that additional or different tasks be performed

as directed by the City. I understand that I may be required to work hours outside the normally defined workday or workweek. I also understand that this job description does not constitute a contract of employment nor does it alter my status as an at-will employee. I have the right to terminate my employment at any time and for any reason, and the City of White House has a similar right.

Signature _____ Date: _____



City of White House, Tennessee

105 College Street • White House, TN 37188
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September 29, 2010

RE: Recommendation for Lot 19 Oakland Court appeal for sewer service

Dear Board of Mayor and Aldermen,

Per the sewer services extension policy, Leroy Preston and David Cochrane have made an appeal for sewer service at Lot 19 Oakland Court. I have reviewed the request and have taken into consideration the policies of the City, the Master Plan that the City has adopted, legal precedent and the professional opinion of the city engineer, Ben Simerl with McGill and Associates. I met with Mr. Bill Crusenberry to discuss the availability of sewer at Oakland Court prior to his absence and met with Ben Simerl on September 21st. Mr. Simerl and I called Mr. Preston briefly to clarify certain questions that we had regarding the lot in question.

I am required to make a recommendation to the Board of Mayor and Aldermen and the Board shall vote on this recommendation at the October 5th Special Called Session. The decision of the Board shall be by a majority vote and shall be final. My recommendation is to **not allow sewer service to Lot 19 Oakland Court** without the significant improvements necessary to the collection system. The basis of my recommendation weighs on the fact that the system is overloaded and is at 148% of its design capacity. The sewer department answered over 1700 calls last year alone at the Calista Road vacuum collection system. Almost every priority that the Board and staff have set was to work to remove customers from the vacuum collection systems, not to allow additional customers not committed. Our goal is to eliminate the issues with vacuum. The City will not be able to accomplish its goals by setting a precedent of adding customers to a system we are trying to delete. It would go against every goal we have been trying to accomplish over the last five years to get this system on track.

Not only does this not align with the goals set by the Board, it would set a precedent of allowing customers without a commitment for service on a system that we want to remove and is beyond design capacity. What would we say to the next customer that did not have a commitment for service? Would we have no choice but to allow them on the system as well? This would place the Wastewater Department and the City in an unstable financial and possible environmental condition. This could put our existing customers at risk if the pumping station fails due to the additional allowed customers. This is why I am making this recommendation. I do not want to place existing customers at risk with a precedent that could affect them for years to come. The White House sewer collection system is teetering as is with the capacity issues in our collection system and the lack of maintenance over the years. It will take years for the City to get the system at the service level it needs to be.

This is a dilemma for the property owner. I know that he is planning to build a 3 bedroom house on the lot and it is unfortunate to know that sewer availability was not requested prior to purchasing the lot. I would like to find a reasonable solution for the owner or at least offer some suggestions or options that would assist in the development of the lot. I know that these suggestions are not always ideal, but to give a recommendation without looking at alternatives and at least trying to assist to make this work in some capacity would be lacking on my part.

Option 1: The adjacent property owner has a paid commitment for service on a lot that they are not planning on developing to my knowledge. They purchased the commitment and the lot is adjacent to their home. I would make the suggestion to approach this property owner to negotiate a purchase of the commitment to service and transfer that commitment to Lot 19. I have not talked to this property owner, but it may be worth investigating. I have enclosed a map of service (dots indicate either service or commitment for service) and an aerial view of the lot and adjacent property owners.

Option 2: In talking with Mr. Preston, I have discovered that the health department has approved the lot for septic. This will at least allow the lot to be developed and is an option. When future development occurs and the collection system can take on new customers, then the lot could tap onto the city sewer system in the future. Autumn Estates was subdivided and platted in 1977. This was prior to the city's sewer system being built.

If you have any questions regarding my recommendation, please feel free to call me with any questions.

Respectfully,

A handwritten signature in cursive script that reads "Angie Carrier". The signature is fluid and elegant, with a large initial 'A' and a long, sweeping underline.

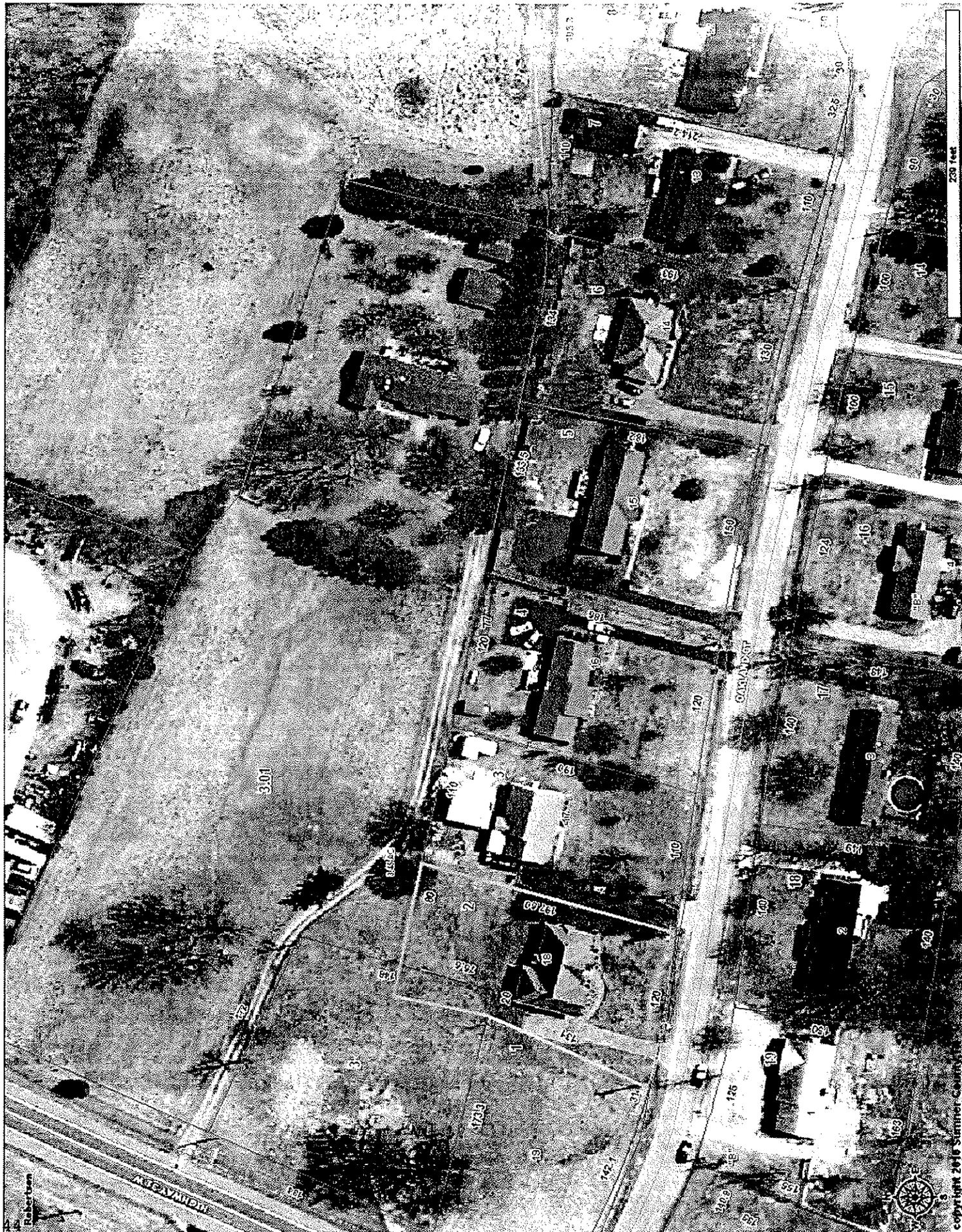
Angie Carrier
City Administrator

cc: Bill Crusenberry
Ben Simerl
Leroy Preston
David Cochrane

*(See picture
for service
commitment
w/ vacant lot
included/owned)*



Lot 19



S. Robertson

ROBERTSON

126

126



copyright 2016 Sturmer County

Map Overview

Map Layers

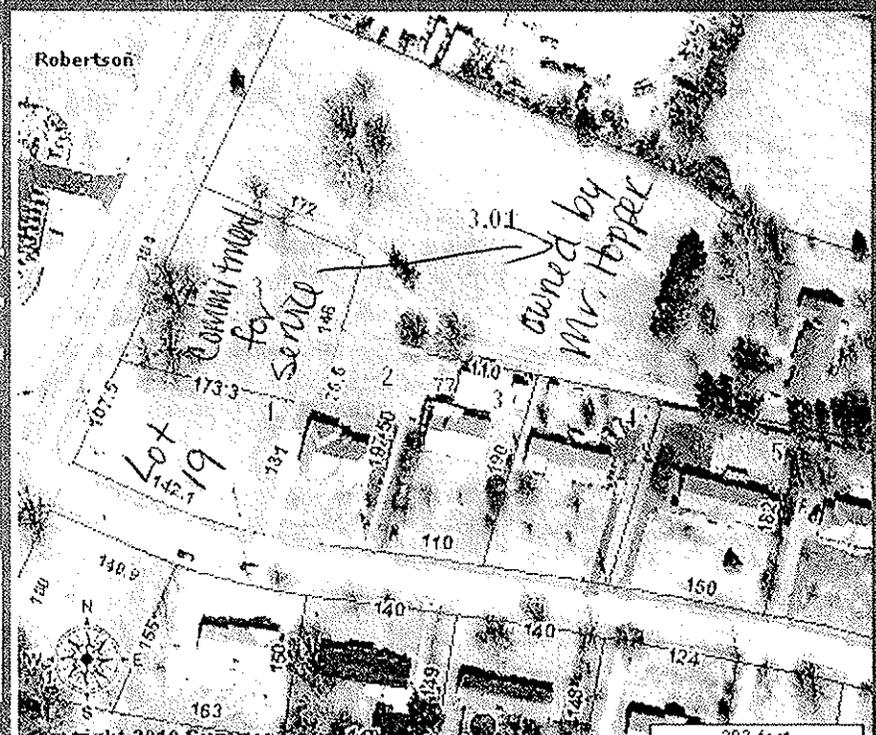
Search for Property

Property Details

| | |
|------------|------------------------|
| Parcel ID: | 0778 B 00200 00015077B |
| Owner: | HOPPER JIMMIE W ETUX |
| Owner2: | DEBORAH J |
| Address: | OAKLAND COURT 101 |

Additional Property Details

| | |
|------------------------|-------------------------|
| 100' Map Sheet: | 83077B |
| 400' Map Sheet: | 93077 |
| Commission District: | 12 - Pospisil & Allison |
| Voting District: | 12 White House |
| Census Block Group#: | 20-1021 |
| Census Block#: | 20-1021000 |
| Traffic Analysis Zone: | 403 |
| TN Senate District: | 19 - Diane Black (R) |





July 12, 2010

Mr. Bill Crusenberry
Director of Wastewater
City of White House
725 Industrial Drive
White House, TN 37188

RE: Notice of Sewer Availability
Autumn Estates/Oakland Court

Bill:

We have performed a sewer system capacity assessment for proposed development in the Autumn Estates/Oakland Ct. subdivision and offer this letter as documentation of such. The City of White House does not have sewer collection infrastructure with sufficient unallocated capacity to accommodate any additional development in the Autumn Estates Subdivision. The City's existing sewer collection system in Autumn Estates subdivision is significantly overloaded and is operating beyond its design capacity.

The low pressure sewer collection system serving Autumn Estates pumps to two buffer tanks attached to the Calista Road vacuum collection system and pumping potation. The two buffer tanks were originally designed to accommodate about 25 residential users each. The 4-inch vacuum collection line that serves this area of White House was designed to serve 63 residential units and currently serves 92 units (79 residential and 13 non-residential). Additionally, the City is committed to provide service to an additional 3 unit on two vacant lots through prior commitments.

The buffer tanks are currently operating at 186% of their design capacity and the 4-inch vacuum line is operating at 148% of its design capacity. The City wastewater operations staff responded to 1,721 alarm calls to the Calista Road vacuum collection system last year, with around 100 of the alarms attributable to a failure of the buffer tanks. Given these facts, no additional customers should be connected to the City's sewer collection system in the Autumn Estates subdivision.

Additionally, the nearest non-vacuum section of the City's sewer collection system to the Autumn Estates subdivision flows to the Portland Road Lift Station. The Portland Road Lift Station has a capacity of 100 gallons per minute, but is currently over-extended through commitments totaling over 285% of the pump station's capacity.

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

In order to accommodate the proposed development, the City will the development undertake significant improvements to the City's sewer collection system; improvements that have, in our opinion, costs beyond what a development of this size would be likely to undertake.

If you have any questions or need additional information, please contact me at (865) 908-0575.

Sincerely,

McGILL ASSOCIATES, P.A.

A handwritten signature in black ink, appearing to read "Ben R. Simerl". The signature is written in a cursive style with a large initial "B" and "S".

Benjamin R. Simerl, P.E.

p:\2006\06611\plan reviews\berry development calista rd\autumn estates sewer availability 06-12-2010.docx



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September 1, 2010

Leroy Preston
David Cochran
Lot 19 Oakland Court
White House, TN 37188

RE: Appeal for sewer service on Lot 19 Oakland Court

Dear Mr. Preston and Mr. Cochran:

I have received your appeal for sewer service at the location of Lot 19 Oakland Court as of August 31, 2010. I will be reviewing this appeal and may ask for more information or clarification concerning your appeal. I have thirty (30) days to make a recommendation to the Board of Mayor and Alderman per the sewer services extension policy as stated below.

SEWER SERVICES EXTENSION POLICY CITY OF WHITE HOUSE, TENNESSEE

Appeals

A decision of the Director, or his designee, made under these Procedures adopted pursuant to this policy, may be appealed to the City Administrator. The appeal must be in writing and must be served upon the City Administrator within thirty (30) days of the dates of the decision. The appeal should state clearly and specifically the reasons for the appeal and the relief sought may result in dismissal of the appeal.

The City Administrator, with the Director and staff, will meet to consider the appeal. The City Administrator, in considering the appeal, may listen to testimony and consider written evidence presented by the appellant, or the City Administrator may make a determination without testimony. The City Administrator may also consider oral testimony and documentary evidence from the Director and staff.

The City Administrator will make a recommendation to the Board of Mayor and Aldermen regarding the appeal within thirty (30) days of the date the appeal is served on the City Administrator.

The Board of Mayor and Aldermen will consider the recommendation at its next regularly scheduled meeting and will vote on the recommendation. The decision of the Board shall be by majority vote and shall be final. A copy of the decision of the Board shall be furnished to the appellant and the City Administrator and the Director.

I will contact you the week of September 13th to make an appointment to review your appeal. If you have any questions or additional information concerning this request, please leave with my assistant, Amanda Priest, at city hall as I will be on vacation the week of September 6th.

Sincerely,

A handwritten signature in cursive script that reads "Angie Carrier". The signature is written in black ink and is positioned above the typed name.

Angie Carrier
City Administrator

cc: Board of Mayor and Aldermen
Bill Crusenberry, Wastewater Director
David Amonette, City Attorney

Received
8/31/10

To: City of White House – Angie Carrier

Re: City Sewer – Lot 19 Oakland Court

We, Leroy Preston & David Cochrane, would like to formally appeal the White House City Sewer Department – Bill Crusenberry's decision to deny sewer service for lot 19 of Oakland Court. This lot was part of the subdivision development. There was a tap installed on this lot when the sewer for the subdivision was put into place. Which means it was intended to be connected to the sewer. Therefore we think it should be allowed. We would very much appreciate your help in this matter.

Thanks,

✓ Leroy Preston

456-5614

David Cochrane

456-5618