

CITY OF WHITE HOUSE
Agenda
Board of Mayor and Alderman Meeting
February 16, 2012
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 January 19, 2012 meeting.
6. Welcome Visitors
7. Public Hearings
 - a. **Ordinance 12-01** - An ordinance amending the City of White House, Tennessee Municipal Zoning Ordinance by amending Article V, Zoning Districts. *Second Reading.*
 - b. **Ordinance 12-02** - An ordinance amending the City of White House, Tennessee Municipal Zoning Ordinance by amending Article VII, Exceptions and Modifications. *Second Reading.*
 - c. **Ordinance 12-03** - An ordinance amending the City of White House, Tennessee Municipal Zoning Ordinance by amending Article III, General Provisions. *Second Reading.*
8. Communication from Mayor, Aldermen, and City Administrator
9. Acknowledge Reports
 - A. General Government
 - B. Police
 - C. Fire
 - D. Public Works
 - E. Wastewater
 - F. Planning and Codes
 - G. Parks
 - H. Library
 - I. Court Clerk
 - J. Monthly Financial Summary
10. Consideration of the Following Resolutions:
 - a. **Resolution 12-01** - An ordinance adopting Policies and Procedures for Unclaimed Property Reporting for the City of White House, Tennessee.
 - b. **Resolution 12-02** - A resolution adopting policies and procedures for the administration of federally tax-exempt debt obligations.
 - c. **Resolution 12-03** - A resolution authorizing the issuance of general obligation refunding bonds in the amount not to exceed two million five hundred fifty thousand dollars (\$2,550,000) of the City of White House, Tennessee; making provision for the issuance, sale and payment of said bonds; establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.
11. Consideration of the Following Ordinances:
 - a. **Ordinance 12-01** - An ordinance amending the City of White House, Tennessee Municipal Zoning Ordinance by amending Article V, Zoning Districts. *Second Reading.*

- b. **Ordinance 12-02** - An ordinance amending the City of White House, Tennessee Municipal Zoning Ordinance by amending Article VII, Exceptions and Modifications. *Second Reading.*
- c. **Ordinance 12-03** - An ordinance amending the City of White House, Tennessee Municipal Zoning Ordinance by amending Article III, General Provisions. *Second Reading.*

12. Finance

- a. To approve or rejected ARRA Fiber Optic Interconnect Project Change Order #4 in the amount of (\$1,048.00). The City Recorder recommends approval.
- b. To approve or reject the Financial Advisory Agreement with Morgan Keegan & Company, Inc for financial advisement regarding the issuance of General Obligation Refunding Bonds, Series 2012. The Finance Director recommends approval.
- c. To approve or reject North Central Security Services' bid of \$19,576 for the City Hall/Civic Center Fire, Security, and Access Entry System. The Planning and Codes Director recommends approval.
- d. To approve or reject the Lease Agreement with Robertson County for use of Fire Station #1 for Robertson County Ambulance housing. The Fire Chief recommends approval.
- e. To approve or reject Hylant Group's contract for Insurance Broker for the City of White House. The selection committee recommends approval.

13. Other Business

- a. To approve or reject the Human Resources Director's request for a relocation extension.

14. Discussion Items

15. Other Information

16. Adjournment

CITY OF WHITE HOUSE
Minutes
Board of Mayor and Alderman Meeting
January 19, 2012
7:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order by Mayor Arnold at 7:00 pm.

2. Prayer / Pledge

Prayer and Pledge to the American Flag by Ald. Decker.

3. Roll Call

Ald. Bibb - Present; Ald. Decker - Present; Ald. Hutson - Present; Ald. Paltzik - Present; Mayor Arnold - Present; **Quorum - Present**

4. Adoption of the Agenda

Motion was made by Ald. Decker, second by Ald. Bibb to adopt the agenda. A voice vote was called for with all members voting aye. **Agenda was adopted.**

5. Approval of Minutes of the December 15, 2011 meeting.

Motion was made by Ald. Hutson, second by Ald. Paltzik to approve. A voice vote was called for with all members voting aye. **December 15, 2011 minutes were approved.**

6. Welcome Visitors

Mayor Arnold welcomed all visitors.

7. Public Hearings

- a. None.

8. Communication from Mayor, Aldermen, and City Administrator

- a. Alderman Paltzik announced two vacancies on the Library Board.
- b. Alderman Paltzik announced that the Chamber of Commerce Annual Banquet will be on March 27th at the Epic Center in Gallatin.
- c. Co-Interim City Administrator Chief Herman stated that the Fiber Optics project is continuing. The City is currently waiting on state approval on our plans to connect the fiber to our networks on the inside.
- d. Co-Interim City Administrator Chief Herman stated that the budget process will begin the following week with the annual department head budget kick-off.
- e. Co-Interim City Administrator Chief Herman stated that he and the Finance Director are reviewing the Utility Billing Clerk job description and hope to fill the vacant position from inside staff within the next four weeks. He and the Finance Director are also making plans to move the office to the City Building and changing the reporting status from former Wastewater Director to

the Finance Director.

- f. Co-Interim City Administrator Chief Herman stated that Chief Palmer is actively monitoring the status of the radio trunking system. Departments have received new radios and are operating on the old frequencies. The City is awaiting FCC approval on status change and when approved will be switched over to the Robertson County trunking system.
- g. Co-Interim City Administrator Chief Herman announced that Human Resources is actively recruiting to fill two positions in the Public Works Department: Equipment Operator and Sanitation Worker.
- h. Co-Interim City Administrator Chief Herman announced that the City should have Requests for Proposal ready to be advertised early next week for a Health Insurance Broker.
- i. Co-Interim City Administrator Chief Herman stated that the Library Director is actively seeking funds from the public to replace the carpet in the library. Approximately \$2,000 dollars has been raised for the \$15,000 project.
- j. Co-Interim City Administrator Chief Herman stated that the Parks and Recreation Department has announced sign ups for Spring Baseball, Softball, Volleyball, and Soccer teams. Sign ups continue until March 8th.
- k. Co-Interim City Administrator Chief Herman stated that the City should have bids on the fire alarm/security project at City Hall by the February Board meeting.
- l. Co-Interim City Administrator Chief Herman stated that the City's building maintenance employee is actively working on renovation projects at the library and the police department. At the police department he is transforming the dispatcher area into an office space for the police department secretary. This will allow the Police Department to have three windows available to better serve the public during office hours.
- m. Co-Interim City Administrator Chief Herman stated that the City has been having traffic signalization issues at the Raymond Hirsch/31W intersection and the Raymond Hirsh/Tyree Springs Intersection. Several departments are involved at finding a quick solution.
- n. Co-Interim City Administrator Chief Herman introduced the City's new Public Works Director Joe Moss. Mr. Moss came to us from Mississippi where he was serving as Public Works Director. He is ready and capable to take on the challenges ahead such as the Hobbs Drive Sanitation Extension, Recycling, and Waste Water Deficiencies reported by the State Environmental and Conservation Office.
- o. Mayor Arnold introduced the new City Attorneys, Valerie Webb and Leslie Sanders.

9. Acknowledge Reports

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

Motion was made by Ald. Paltzik, second by Ald. Bibb to acknowledge reports and order them filed. 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:

None.

11. Consideration of the Following Ordinances:

- a. **Ordinance 12-01** - An ordinance amending the City of White House, Tennessee Municipal Zoning Ordinance by amending Article V, Zoning Districts. *First Reading.*

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Ordinance 12-01 was approved on First Reading.**

- b. **Ordinance 12-02** - An ordinance amending the City of White House, Tennessee Municipal Zoning Ordinance by amending Article VII, Exceptions and Modifications. *First Reading.*

Motion was made by Ald. Paltzik, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Ordinance 12-02 was approved on First Reading.**

- c. **Ordinance 12-03** - An ordinance amending the City of White House, Tennessee Municipal Zoning Ordinance by amending Article III, General Provisions. *First Reading.*

Motion was made by Ald. Hutson, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Ordinance 12-03 was approved on First Reading.**

12. Finance

- a. To approve or reject surplus 1998 Freightliner FL80, (VIN Number: 1FVXJLBB9XH959974.) The Public Works Interim Director recommends to surplus.

Motion was made by Ald. Bibb, second by Ald. Paltzik approve. A voice vote was called for with all members voting aye. **To surplus 1998 Freightliner FL80 was approved.**

- b. To approve or reject surplus Machinery and Equipment: Thermal Imaging (Serial Number: 10501442.) The Fire Chief recommends to surplus.

Motion was made by Ald. Bibb, second by Ald. Decker approve. A voice vote was called for with all members voting aye. **To surplus Machinery and Equipment was approved.**

- c. To approve or reject surplus Mobile Equipment: Public Safety Radios (Serial Numbers: SN023513 and SN027426.) The Fire Chief recommends to surplus.

Motion was made by Ald. Bibb, second by Ald. Paltzik approve. A voice vote was called for with all members voting aye. **To surplus Mobile Equipment: Public Safety Radios was approved.**

- d. To approve or reject surplus Data Processing Equipment: Southeastern Telec, Laptop Computer Pentium III (Serial Number: 9142F0110503700620M), Computer, Gateway Computer (Serial Number: 1006932), and Photo Copier (Serial Number: F232400.) The Fire Chief recommends to surplus.

Motion was made by Ald. Decker, second by Ald. Bibb approve. A voice vote was called for with all members voting aye. **To surplus Data Processing Equipment was approved.**

- e. To approve or reject payment of \$1,130 to Elio Giordano to fulfill the South Palmers Agreement. The Planning and Codes Director recommends approving.

Motion was made by Ald. Bibb, second by Ald. Decker approve. A voice vote was called for with all members voting aye. **Payment of \$1,130 to Elio Giordano was approved.**

13. Other Business

a. Planning Commission Appointment

i. Eddy Bolton - Replacing Michael Baxter - Term Expires June 2013

b. Cemetery Board Appointment

i. Peggy Rambo - Replacing Sue Honeycutt - Term Expires June 2013

Motion was made by Ald. Bibb, second by Ald. Paltzik approve. A voice vote was called for with all members voting aye. **Board appointments were confirmed.**

14. Discussion Items

a. None

15. Other Information

a. None

16. Adjournment

Meeting was adjourned at 7:17 p.m.

Michael Arnold, Mayor

ATTEST:

Amanda Priest, City Recorder

REPORTS....

**General Government Department
January 2012**

Administration

Co-Interim City Administrator Chief Herman attended the following meetings for Administration this month:

- January 9th - Planning Commission Meeting
- January 11th - Meeting with Sherrill Morgan Group for insurance review
- January 17th - Chamber of Commerce Luncheon
 - Chief Herman was the Guest Speaker at the Chamber Luncheon. He advised the Chamber Members on the breakdown of what is going on in the City for the New Year. He discussed how the City plans on running business until a new City Administrator is hired, and the responsibility of each co-interim.
- January 18th - Meeting with Charlotte Soporowski, Finance Director, and Gary Jaeckel, MTAS representative, regarding the Staff Budget Retreat
- January 19th - Board of Mayor and Alderman Meeting
- January 23rd - Meeting with City Attorneys Webb & Sanders to discuss City business
- January 24th - Museum Board Meeting
- January 25th - Staff Budget Retreat

Co-Interim City Administrator Addam McCormick attended the following meetings for Administration this month:

- January 10th - RTA- Operations Committee Meeting
- January 23rd - Market Land Realtors/ Kroger Shopping Center- Meeting with new real-estate agent rep.
- January 24th - Sumner County Board of Education/ State of TN Economic and Community Development Program to develop training programs with local industrial businesses for high school students

Co-Interim City Administrator Charlotte Soporowski attending the following meetings for Administration this month:

- January 18th - Meeting with Gerald Herman, Police Chief, and Gary Jackel, MTAS representative, regarding the Staff Budget Retreat

| Website Management | | | |
|---|----------------|-------------------|-------------------|
| | January | FY 11 - 12 | FY 10 - 11 |
| Number of Internal Requests for Website Updates | 11 | 83 | 138 |
| Visits | 7,444 | 55,885 | 92,795 |

Our city website has had 7,444 visits during the month of December, which was a increase of 192 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.

| City | Visits | City | Visits |
|--------------------|---------------|---------------|---------------|
| Nashville, TN | 1,842 | Franklin, KY | 155 |
| Oak Ridge, TN | 828 | Atlanta, GA | 125 |
| Gallatin, TN | 343 | Brentwood, TN | 100 |
| Hendersonville, TN | 245 | Knoxville, TN | 87 |
| White House, TN | 205 | Madison, TN | 85 |

Did you know 29% of this month's visitors accessed the City's website directly and 50% of visitors accessed the website through the Google search engine? In addition, the percentage of returning visitors was 43% and 57% of visitors were new to the website. Our website was accessed by visitors in 55 different countries from around the world.

**General Government Department
January 2012**

| Facebook Management | | | |
|------------------------------|----------------|-------------------|-------------------|
| | January | FY 11 - 12 | FY 10 - 11 |
| New Likes ¹ | 18 | 180 | 683 |
| Number of Posts ² | 2 | 41 | 44 |
| Post Views ³ | N/A | 38,945 | 51,164 |

1. The number of new people who have liked the Facebook page.
2. The number of News Feed stories added to the Facebook page to update citizens on upcoming events and/or news items.
3. This information is no longer gathered by Facebook. The number of times people (Fans and non-Fans) have viewed a News Feed story.

**Finance Department
January 2012**

Finance Section

At the end of January 61% of the total property tax base has been collected. This puts us 1% ahead of where we were at this point last year, with 39% of the tax base outstanding.

The Finance Director has been in contact with audit staff from Crosslin & Associates and they have projected a rough draft of the financial statements will be delivered this week.

The Finance Director reported to the Comptroller's office and was awarded all Continuing Education Units required to keep the CMFO (Certified Municipal Finance Officer) Certificate current for another year. The Finance Director also met with the Parks Director to review funding available in the Parks Sales Tax, and Impact Fee funds for next year's budget planning. The Finance Director, along with other Finance Directors from Sumner and Robertson Counties attended a farewell luncheon for the Portland Finance Director who retired in January. The Finance Director attended a meeting in Springfield with the Police Chief regarding concerns over the items and amounts that we are being billed for on the dispatch services being provided by Robertson County. The Finance Director also met with staff at Webb & Sanders, to discuss expectations and needs of the Finance Department, specifically the filing of delinquent taxes and the filing of bankruptcy claims. Valerie Webb has met with our former City Attorney once, and is planning to follow up to get the change of counsel filed on those taxes already pending as delinquent with both Robertson and Sumner Counties.

The Finance Director, along with the Human Resources Director and Police Chief, met with our insurance consultants to review this year's expected renewal rates for budget. Staff members are all in agreement that given the consistent increases in cost and poor performance of our plan, that we should consider all options before proceeding with this year's renewal. We have begun the process of properly bidding out the services of our insurance agent/broker. After that selection is finalized we will move directly into assessing our options for next year's insurance plans for the city. We will be bidding out both partially self-insured and fully insured options for our plan to make sure we have the best scenario possible for the City and our employees.

The Finance Director and Police Chief met with MTAS (Municipal Technical Advisory Service) Management Consultant, Gary Jaeckel to plan for the Staff Budget Retreat which occurred on January 25. The retreat was productive, and employees worked together to plan for and prioritize needs to be addressed in this year's budget. Gary Jaeckel also led us in some time spent discussing the transition process from one City Administrator to another and things that we can do to make this a smooth transition for everyone.

The Cemetery Board met in January, and welcomed a new member. Time was spent discussing needs for the Cemetery, and projects to include in next year's budget.

Performance Measures

Major Fund Balances

| Fund | Cash Balance | Investment Account Balance |
|--------------|---------------------|-----------------------------------|
| General Fund | \$1,025,506.13 | \$3,000,732.51 |
| Sanitation | \$27,008.74 | \$345,956.53 |
| Wastewater | \$529,849.48* | \$787,239.88 |

- All Fund Balances are bank balances reported as of February 7, 2012.
- *The Wastewater Fund balance should be reduced by a significant Due To balance for the Sanitation Fund at \$343,541.98.

Payroll

| Number of Payrolls | Number of Checks and Direct Deposits | Number of adjustments | Number of Void Checks |
|---------------------------|---|------------------------------|------------------------------|
| 2 regular | 0 paper checks 190 direct deposits | 0 Retroactive Adjustments | 0 Voids |

**Finance Department
January 2012**

Accounts Payable

| | | | | |
|---------------------------------|----------------|-----------|---------------------|----------------|
| | January | FY | Last January | Last FY |
| Total Invoices Processed | 239 | 2,241 | 281 | 2,105 |

Call and Counter Logs

| | Finance | Admin | Planning /Codes | HR | Parks | Police | Public Works | Waste Water | Gen City Info | Gen Non-City Info | County Info | Total |
|------------------|---------|-------|-----------------|----|-------|--------|--------------|-------------|---------------|-------------------|-------------|-------|
| Calls | 298 | 11 | 48 | 9 | 56 | 3 | 10 | 16 | 19 | 11 | 40 | 521 |
| Customers | 160 | 0 | 7 | 0 | 7 | 0 | 0 | 4 | 1 | 1 | 24 | 204 |

| Finance | Accounts Payable | Business License | Property Tax | Court | Purchasing | Finance Directors Office | Total |
|------------------|------------------|------------------|--------------|-------|------------|--------------------------|-------|
| Calls | 1 | 9 | 111 | 137 | 35 | 5 | 298 |
| Customers | 0 | 3 | 70 | 81 | 6 | 0 | 160 |

Purchase Orders

| | | |
|-----------------|----|--------------|
| Codes | 4 | \$355.48 |
| Fire | 13 | \$4,983.12 |
| Police | 10 | \$2,014.10 |
| Human Resources | 3 | \$437.45 |
| Engineering | 4 | \$122,427.75 |
| Administration | 3 | \$130.27 |
| Finance | 5 | \$2,824.68 |

| | | |
|-------------------|----|-------------|
| Court | 0 | \$0.00 |
| Library | 3 | \$587.40 |
| Waste Water | 16 | \$6,393.53 |
| Public Works | 4 | \$772.84 |
| Sanitation | 3 | \$3,146.29 |
| Parks | 28 | \$15,028.16 |
| Bldg. Maintenance | 6 | \$1,149.31 |
| Cemetery | 1 | \$70.17 |

| | | |
|--------------|------------|---------------------|
| Total | 103 | \$160,320.55 |
|--------------|------------|---------------------|

| | |
|-------------|----------|
| Void | 2 |
|-------------|----------|

| | Number of PO's | Value of PO's |
|---------------------------------|----------------|---------------------|
| Purchase Orders \$0 - \$999 | 92 | \$18,233.61 |
| Purchase Orders \$1000 - \$9999 | 10 | \$24,632.94 |
| Purchase Orders Over \$10,000 | 1 | \$117,454.00 |
| Total | 103 | \$160,320.55 |

Emergency Purchase Orders – January

- None

Emergency Purchase Orders – January

| Number | Vendor | Items | Amount | Nature of Emergency | Department |
|--------|-------------------------------|---------------------------|------------|--|------------|
| 16896E | Allgood | Pumped out Tyree Springs | \$500.00 | Station down | Wastewater |
| 16901E | Sidewinder | Pumped out Deer Crossings | \$295.00 | Station down | Wastewater |
| 16920E | Reynolds Electrical | Repair parking lot lights | \$1,635.00 | Pole was hit, repair was needed to prevent safety hazard | Parks |
| 16822E | Good Time Band/Charlie Barnes | Senior Dance | \$200.00 | Not approved according to purchasing policy | Parks |

**Finance Department
January 2012**

Business License Activity

| | |
|---------------|---|
| Opened | 1 |
| Closed | 0 |

Delinquency Rate: 62%

Cumulative Information

| Class | Total Licenses | Delinquencies |
|-------|----------------|---------------|
| 1 | 46 | 34 |
| 2 | 147 | 83 |
| 3 | 297 | 197 |
| 4 | 205 | 117 |

Municipal Court - Citations Disposed Either Through Court or Payment

| Description | Total Charges | Description | Total Charges |
|--|---------------|--|---------------|
| Child Restraint 4-15 (1 st Offense) | 2 | Open Container Law | 1 |
| Child Restraint-under 4 | 0 | Parking Violation | 5 |
| Anti-Noise Regulations | 0 | Vehicle Registration Law | 15 |
| Improper Backing | 0 | Seat Belt Violation – 18 and Older | 18 |
| Failure to Yield Right of Way | 2 | Speeding | 94 |
| Financial Responsibility Law | 66 | Careless Driving | 1 |
| Following Too Closely | 2 | Disobedience to Traffic Control Device | 4 |
| Motor Vehicle Requirements | 2 | Enter Access Roadway | 0 |
| Improper Passing | 1 | Graduated Drivers License | 0 |
| Drivers Exercise Due Care | 7 | Turn to Avoid Signal | 0 |
| Codes Violations/Animal Control | 0 | Texting While Driving | 0 |
| Drivers License Law | 12 | Move Over Law | 0 |
| Stop Signs | 4 | Total | 236 |

Municipal Court - Case Disposition

| Disposition | Total |
|--|------------|
| Ticket Paid in Full – Prior to Court | 73 |
| Guilty as Charged | 4 |
| Dismissal | 22 |
| Dismissed upon presentation of insurance | 62 |
| Not Guilty | 0 |
| Dismissed to Traffic School | 0 |
| Dismissed with Costs and Fines | 56 |
| Dismissed with Costs | 14 |
| Dismissed with Fines | 5 |
| Case Transferred to County | 0 |
| Dismissed with Public Service | 0 |
| Total | 236 |

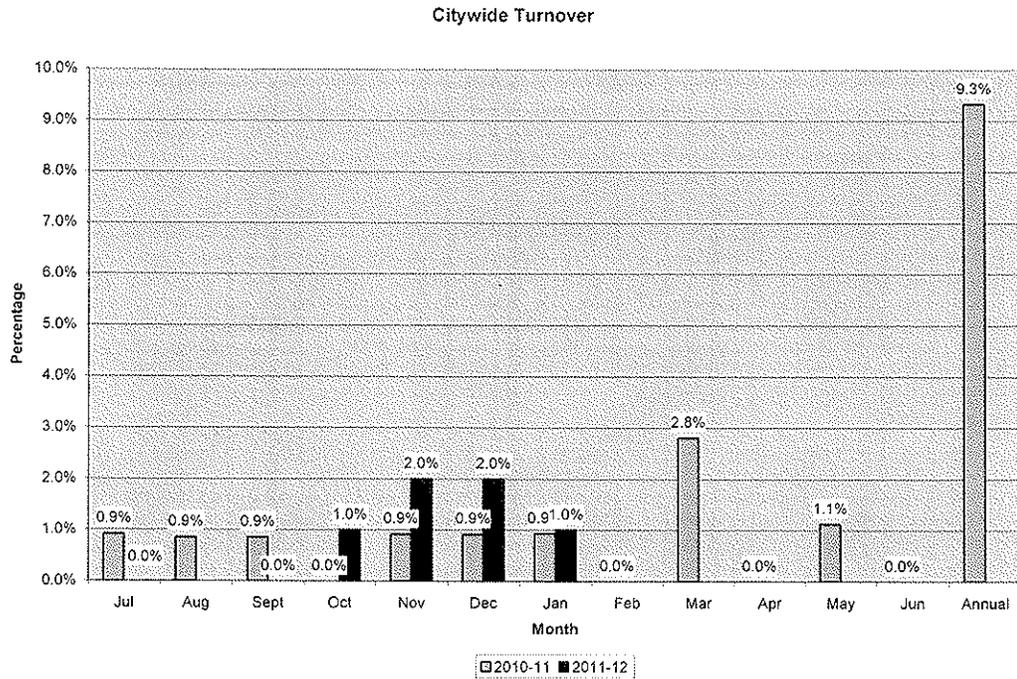
**Human Resources Department
January 2012**

- Recruiting: **Public Works Equipment Operator I**
- Recruiting: **Police Department Records Clerk I**
- Recruiting: **Public Works Sanitation Driver**
- Facilitated Public Works Department **TCAPWA Regional Meeting**, 1/31/12
- Processed (2) two **FMLA** Requests and (1) one **COWH Medical Leave Request**
- Attended **TPMA Regional Conference**, Nashville, TN 1/20/12
- Conducted (1) one **Employee Exit Interview**
- Processed **External Reference/Background Checks** for two former employees
- Drafted **RFP** for Insurance Brokerage Coverage
- Met w/**Sherrill Morgan Group** to discuss insurance utilization 1/11/12
- **COWH Department Head Planning Retreat** 1/25/12
- Attended **COWH Safety Committee Meeting** 1/31/12
- Updated **COWH Employee Salary Range/Classification Scale**
- Processed **Quarterly TN Unemployment Payment Report**

Key Performance Indicators (Performance Measurements)

Citywide Turnover

- Two (2) Termination(s)/Employment Separation(s) 1% above from 1/2011

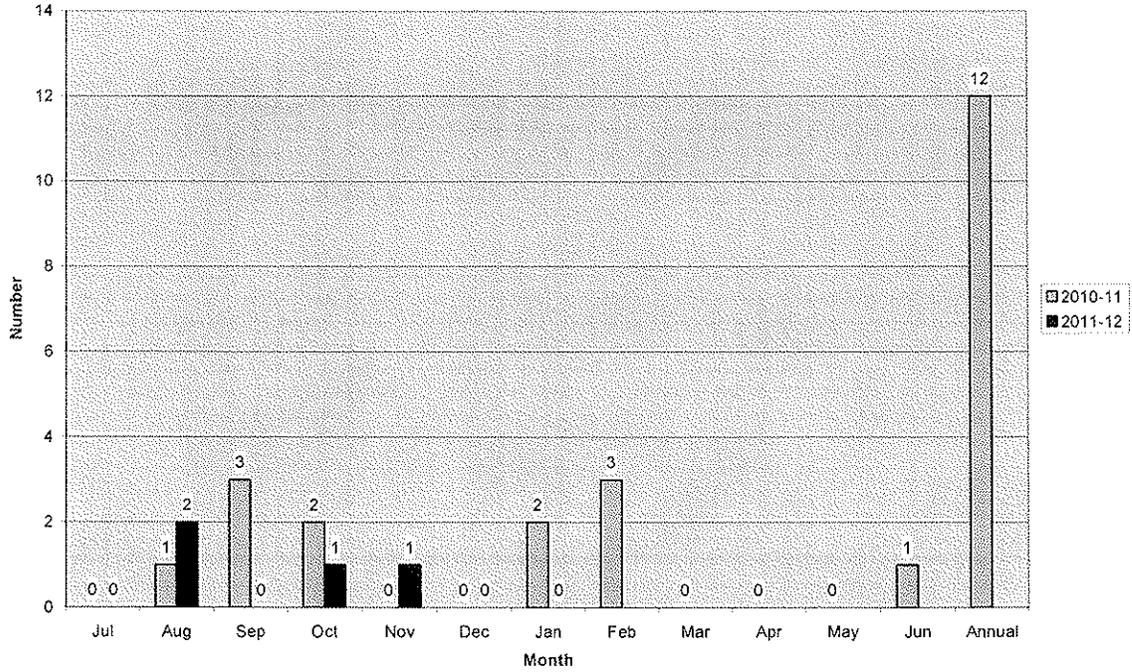


**Human Resources Department
January 2012**

Safety

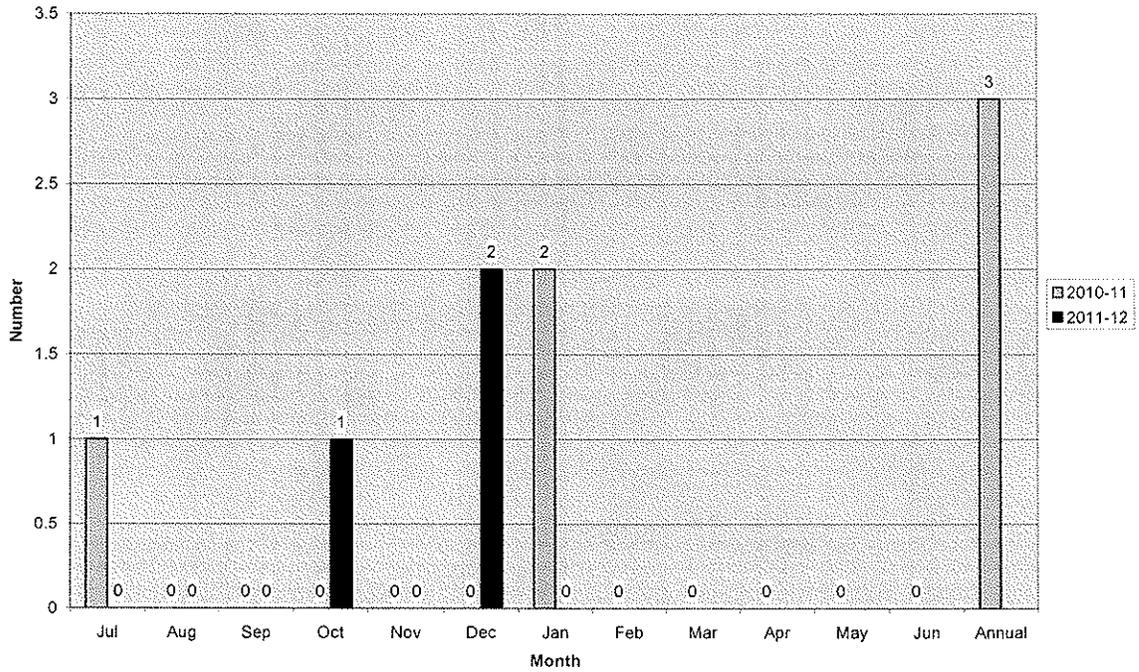
- **Zero (0) Workers Compensation Claims, down from 1/2011 (2 Reported)**

Number of Injury Reports



- **Zero (0) Vehicle/Property damage reports, down from 1/2011 (2 Reported)**

Number of Property/Vehicle Damage Reports



**Police Department
January 2012**

Highlights

- Effective January 1, 2012, Chief Herman began serving in the capacity as Co-Interim City Administrator with the resignation of the previous City Administrator, Angie Carrier.

Meetings/Civic Organizations

- *Chief Herman attended the following meetings in December:* Department Head Staff Meeting (Jan 3rd, 17th & 30th), Robertson County Chiefs Meeting (Jan. 10th), Leadership Sumner's Lunch with Law Enforcement (Jan.11th), Robertson County 911 User Group (Jan 11th), Chamber of Commerce Luncheon (Jan. 17th), Sumner County Drug Task Force (Jan. 18th), Board of Mayor and Alderman (Jan 19th), Annual Police Department Meeting (Jan 24th & 26th), and Staff Budget Retreat (Jan. 25th).
- *Captain Mingledorff attended the following meetings in December:* Rotary Club (Jan. 12th and 26th), Chamber of Commerce (Jan. 17th), Tennessee Crime Prevention Coalition (Jan. 11th), Robertson County 911 Board (Jan. 17th), Heritage Elementary School "Accreditation Committee" (Jan. 30th), and Safety Committee (Jan. 31st).

Police Department Administration Performance Measurements

1. *Achieve accreditation from the Tennessee Law Enforcement Accreditation program by June 3, 2013.* This is ongoing. Policies are being reviewed and standard files are beginning to be put together. We have met benchmark reporting requirements.
2. *Our department training goal is that each police employee receives 40 hours of in-service training each year.* The White House Police Department has 22 Employees. With a goal of 40 hours per employee, we should have an overall Department total of 880 hours of training per calendar year.

| Month | Admin | Patrol | Support Services | Total |
|---------|-------|--------|------------------|-------|
| January | 0 | 0 | 24 | 24 |
| Total | 0 | 0 | 24 | 24 |

Patrol Division Performance Measurements

1. *Maintain or reduce the number of patrol shifts staffed by only two officers at the two year average of 354 shifts during the Fiscal Year 2011-2012. (There are 730 Patrol Shifts each year.)*

| Number of Officers on Shift | January 2012 | FY 2011 - 2012 |
|------------------------------|--------------|----------------|
| Two (2) Officers per Shift | 15 | 141 |
| Three (3) Officers per Shift | 47 | 289 |

2. *Acquire and place into service two Police Patrol Vehicles by October 5, 2011.* Two 2011 Ford Crown Victoria Police Pursuit Vehicles were purchased from TT of F. Ford of Murfreesboro. The vehicles have been decaled and equipped with accessories. They were put into service the middle of September. **Complete.**
3. *Conduct two underage alcohol compliance checks during the Fiscal Year 2011-2012.* Fall Compliance Checks were completed on December 30th. Two Businesses failed compliances: Kroger and Nervous Charlie's.

**Police Department
January 2012**

4. *Maintain or reduce TBI Group A offenses at the three-year average of 82 per 1,000 population during the calendar year of 2011.*

| Group A Offenses | January 2012 | Per 1,000 Pop. | Total 2012 | Per 1,000 Pop. |
|--------------------------------------|--------------|----------------|------------|----------------|
| <i>Serious Crime Reported</i> | | | | |
| Crimes Against Persons | 13 | 1 | 13 | 1 |
| Crimes Against Property | 29 | 3 | 29 | 3 |
| Crimes Against Society | 21 | 2 | 21 | 2 |
| Total | | | | |
| | 63 | 6 | 63 | 6 |
| Arrests | | | | |
| | 46 | | | |

*U.S. Census Estimate 2010 -- 10,255

5. *Maintain a traffic collision rate at or below the three-year average of 280 collisions by selective traffic enforcement and education through the Governor's Highway Safety Program during calendar year 2011.*

| | January 2012 | Total 2012 |
|----------------------------------|--------------|------------|
| Traffic Crashes Reported: | 32 | 32 |
| Enforce Traffic Laws: | | |
| Written Citations | 362 | 362 |
| Written Warnings | 167 | 167 |
| Verbal Warnings | 354 | 354 |

6. *Maintain an injury to collision ratio of not more than the three-year average of 17% by selective traffic enforcement and education during the calendar year 2011.*

| COLLISION RATIO | | | | |
|------------------------|------------|----------|---------|-----|
| | Collisions | Injuries | Monthly | YTD |
| January | 32 | 9 | 28% | 28% |

Staffing

K-9

- Ofc. Jason Ghee and Nike attended their monthly training.

Sumner County Emergency Response Team

- Nothing to report at this time.

Volunteer Reserve Officers

- The annual Reserve Officer Dinner was held on January 4th at The Chop House in Hendersonville. All six Reservists were in attendance as well as, Chief Herman, Captain Jim Ring and Sgt. Eric Enck.
- The Reserve Officers had training this month on Child Sex Abuse.

Support Services Performance Measurements

1. *Maintain or exceed a Group A crime clearance rate at the three-year average of 60% during calendar year 2012.*

| 2011 Clearance Rate | | |
|----------------------------|------------------|-----|
| Month | Group A Offenses | YTD |
| January | 69% | 69% |

Police Department
January 2012

Communications Section

| | January 2012 | Total 2012 |
|-------------------|--------------|------------|
| Calls for Service | 1,523 | 1,523 |
| Alarm Calls | 22 | 22 |

Request for Reports

| | January 2012 | FY 2011-12 |
|----------------------|--------------|------------|
| Requests for Reports | 13 | 126 |
| Amount taken in | \$11.10 | \$78.45 |
| Tow Bills | \$0.00 | \$600.00 |
| Emailed at no charge | 54 | 215 |
| Storage Fees | \$0.00 | \$550.00 |

Staffing

- The Police Department tested for the vacant Records Clerk position on January 12th. We had twelve applicants test. The twelve candidates were narrowed to the top three candidates. One candidate dropped out due to personal reasons. Captain Ring is currently doing Background Checks on the two remaining candidates. Interviews will be conducted in the month of February and the position should be filled the first of March.

Volunteer Police Explorers

- Nothing to report at this time.

Item(s) sold on Govdeals:

No items sold during the month of January.

Crime Prevention/Community Relations Performance Measurements

- Teach D.A.R.E Classes (10 Week Program) to two public elementary schools, by the end of each school year.* Graduation from D.A.R.E. for Heritage Elementary was held on Wednesday, December 14, 2011, and Christian Community School was held on Tuesday, December 13, 2011. The program will commence at White House Middle School for eight classes of 5th Graders (180 students total) on Monday, February 13th.
- Plan and coordinate Public Safety Awareness Day on Labor Day as an annual event.* The 12th Annual event was held on Saturday, October 15, 2011, from 10:00 am – 2:00 pm in the City Park. Next year's event is being planned for Monday, September 3, 2012. **Complete.**
- Plan, recruit, and coordinate a Citizen's Police Academy as an annual event.* The 12th Annual class is scheduled for Tuesday, February 21, 2012. Twenty five citizens have applied to attend the class. Classes will meet three hours once a week for ten weeks.
- Participate in a joint community event monthly in order to promote the department's crime prevention efforts and community relations programs.*

| 2012 Participation in Joint Community Events | | |
|--|---------|-----|
| | January | YTD |
| Community Activities | 4 | 4 |

- *Wheels In Motion:* The White House Rotary Club and Captain Mingledorff presented 2 bikes and 2 helmets to elementary student award winners at H.B. Williams and WH Heritage Elementary Schools on Thursday, January 26, 2012. Since 2006, the White House Police Department and White House Rotary Club have teamed up in support of their "Wheels In Motion" project. Wheels in Motion recognizes and

**Police Department
January 2012**

rewards young citizens who exhibit good character traits, leadership principles, and a volunteer spirit. The program also helps raise awareness of the rotary club's mission and motto, "Service Above Self". The bicycle award is just another example of the club giving back to the community that it supports. The Police Department provides the helmet to the award recipient, in support of one of its many youth injury prevention programs

- ***Captain StreetSmart:*** Captain Mingledorff taught safety classes to Ms. Sutton's and Ms. Nipper's Kindergarten classes on Tuesday, January 24th and 31st. Thirty six students received classes on the importance of wearing their seatbelts in vehicles and wearing a helmet when riding their bikes.
- ***"Safe Seniors" Program:*** Captain Mingledorff, working with Senior Center Program Coordinator, Kelly Elias, developed and implemented a new program designed to keep our senior citizens informed and safe. Named "Safe Seniors", which promotes a safer environment for seniors, through education, classes are scheduled for the second Wednesday of each month, at the Senior Citizen's Center at City Hall. Informative presentations on topics such as Fraud and Scam Prevention, Operation ID-Auto and Home Burglary Prevention, Home Security, Neighborhood Watch, and Identity Theft Prevention will be taught during the months preceding the holidays and into the New Year. January's class was held on Wednesday the 25th from 11:00 am – 12:00 pm for 50 senior citizens. Topic covered was Identity Theft Prevention.
- ***Traffic Class:*** Sgt. Dan Hunter, who is authorized by the State of Tennessee to instruct Driver Education Courses, conducted a class of 19 students ranging from the ages of 15-20 years old. The students signed up through North Ridge Church. The purpose of the class is to help reduce traffic accidents in the community. Sgt. Hunter would like to conduct at least two of these classes each year to the community.

Special Events: WHPD Officers participated in the following events during January:

White House Heritage High School Basketball: Officers provided event security for four (4) home games during January.

White House High School Basketball: Officers provided event security for three (3) home games during January.

White House Middle School Basketball: Officers provided event security for two (2) home games during January.

Fire Department January 2012

Summary of Month's Activities

Fire Operations

The department responded to 70 requests for service during the month. Of these, 44 responses were medical emergencies. The department responded to 5 vehicle accidents with reported injuries. One person was transported to an area hospital.

On January 27th the department was dispatched to a structure fire in the 3200 block of Hwy 31W. When fire units arrived in the area there was no fire located. Fire units then traveled north on 31W to try and locate the incident. After reaching the city limits on 31W north, there was smoke visible further north. Fire units continued north and located a home on fire. Upon arrival there, it was determine that no other fire department was on scene. Our department began extinguishing the fire before Cross Plains Fire arrived on scene. The home was heavily damaged although no injuries were reported.

On January 30th the department was dispatched to a grass fire on Raymond Hirsch Parkway. When fire units arrived on scene, the fire was moving fast northward due to the windy conditions. Pre-connected lines were deployed from two engines and the brush truck to extinguish the fire. Approximately one acre burned, and there were no injuries reported with this incident.

Fire Administration

- January 5th - Fire Marshal Sisk attended the Middle Tennessee Fire Chiefs meeting in Brentwood TN.
- January 10th - Chief Palmer conducted a fire operations meeting with the three company Captains.
- January 11th - Chief Palmer and Captain Holman participated in an online training on the new Target training program.
- January 25th - Chief Palmer attended the staff budget retreat at Fire Station 2.
- January 31st - Chief Palmer and Fire Marshal Sisk conducted the monthly safety committee meeting.

Update on the Department's Goals and Objectives

- Organize a State Fire Academy Basic Firefighter course to be taught at Station 2 by April 1, 2012 **(The class began on January 3, 2012)**
- Complete the Risk Watch Program in the schools by May 30, 2012. **(In progress.)**
- Implement an on-line firefighter training program that meets NFPA standards, ISO and State in-service requirements by January 1, 2012. **(In progress.)**
- Update the Department's SOG document and reformat sections to be more tasks/response specific by June 30, 2012.
- Organize a table top disaster drill to train staff and exercise the city emergency operations plan by December 1, 2011.

Departmental Highlight

On January 21st the 12th Annual Fire Department Banquet was hosted at Fire Station 2. The meal was prepared by staff personnel. The event is held each year honoring the firefighters for another year of service to the department and the community. At this year's event the following firefighters were recognized: Firefighter Richard Dorris received the Firefighter of the Year award, Firefighter Clay Swafford received the Most Active Volunteer award. Also, the following firefighters received 10 year service awards: Steven Likens, Jimmy Johnson, and Matthew Detlefsen.

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.

**Fire Department
January 2012**

Monthly Performance Indicators

Incident Responses

| | | | |
|-----------------------------|----|-------------------------------------|-----|
| Structure Fires | 1 | Vehicle Accidents (General Cleanup) | 3 |
| Cooking / Electrical Fires | 0 | Vehicle Accidents (With Injuries) | 5 |
| Vehicle Fires | 0 | Rescue | 0 |
| Grass, Brush, & Trash Fires | 2 | False Alarms / Calls | 7 |
| Hazmat | 0 | Assist Other Governmental Agency | 2 |
| Other Calls | 6 | Total Responses for the Month | 70 |
| Emergency Medical Responses | 44 | Total Responses YTD | 519 |

Fire Fighter Training

| | |
|--|---------|
| Total Training Man Hours for the Month | 560.5 |
| Total Training Man Hours YTD | 2,574.5 |

Fire Inspection

| | This Month | YTD |
|---------------------|------------|-----|
| Fire Inspections | 14 | 45 |
| Fire Investigations | 0 | 2 |
| Plat / Plan Reviews | 2 | 11 |
| Fire Preplans | 0 | 100 |

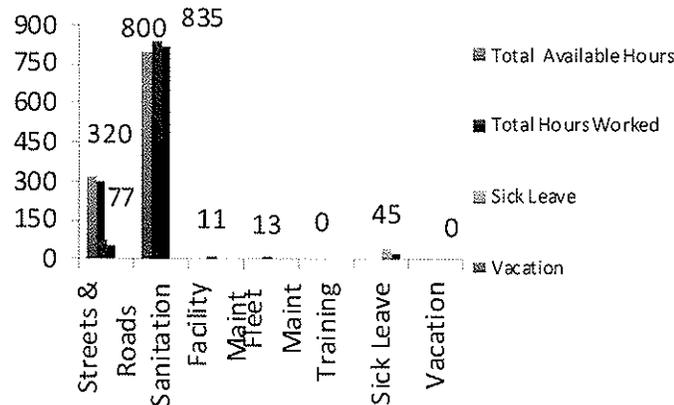
Public Fire Education

| | This Month | YTD |
|-----------------------|------------|-------|
| Participants | 308 | 2,299 |
| Education Hours | 9.5 | 95.5 |
| Number of Occurrences | 7 | 54 |

**Public Works Department
January 2012**

Monthly Performance Indicators

Utilization of Man Hours



The above chart represents the number of man hours vs. the total number of hours worked for the month of January by department. The Streets and Roads Crew gave a helping hand to Sanitation during the holiday season. 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

| | |
|---------------|---------------|
| Single Stream | 54,000 Pounds |
| Scrap Metal | 0 Pounds |
| Yard Waste | 24,000 Pounds |
| Recycled Oil | 0 Gallons |

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

Convenience Center

There were no citizens that utilized our Convenience Center for the month of January. Total operating cost for the month of January to be determined.

City of White House Clean up days

For the month of January there were a total of 30 citizens who took advantage of the free drop off service provided by the City of White House. Citizens seem to appreciate being able to bring items in at their convenience opposed to 2 designated weeks in the spring and fall.

Year to Date Total: 30

Note: Year to date total is for the calendar year of 2012

Sanitation Enterprise Fund Totals

Monthly Performance Indicators

| Number of Customers Billed | Net Total Billed | Total Billed YTD | Revenue Received | Revenue Received YTD |
|----------------------------|------------------|------------------|------------------|----------------------|
| 3,898 | \$57,150.00 | \$397,315.00 | \$60,634.45 | \$399,178.03 |

**Public Works Department
January 2012**

Staffing

The public works department is authorized 11 full time employees. Currently we are down one half Street and Roads, Sanitation Driver, and Equipment Operator I positions.

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 2012; schedule will be published in the next issue of The Word on White House. For the month of January we had a total of 20 citizens utilized the mobile emissions testing station located at the Public Works Facility. Due to inclement weather mobile emissions testing was canceled for January 2011.

| | |
|---------------------|----|
| January 2012 | 20 |
| January 2011 | 0 |

January 2012 Truck Poundage and Fuel Costs

| | January 2012 | YTD |
|-------------------------------|---------------------|--------------|
| Tons per day | 18.96 | 18.66 |
| Pounds for 1 months | 606,760 | 4,164,680.00 |
| Tonnage for 1 months | 303.38 | 2,082.34 |
| Fuel used Truck #319 | \$ 160.00 | \$ 2,840.56 |
| Fuel used Truck #320 | \$ 1,404.16 | \$ 9,929.71 |
| Fuel used Truck #321 | \$ 388.37 | \$ 2,827.19 |
| Fuel used Truck # 323 | \$ 1,189.47 | \$ 6,912.49 |
| Fuel used #324 | \$ 436.34 | \$ 2,416.81 |
| Total Fuel cost for 11 months | \$ 3,578.34 | \$ 24,957.66 |

Fuel decreased \$199.55 from the month of December

| Services Provided | Total | YTD |
|---|--------------|------------|
| Brush Pick Up (stops) | 99 | 1,364 |
| Brush Truck Load | 22 | 231 |
| Emergency Call Outs | 0 | 1 |
| Damaged Carts Replaced | 6 | 34 |
| New Carts for New Home Construction | 5 | 44 |
| Additional Cart Request | 1 | 7 |
| Curbs Repaired | 0 | 0 |
| Shoulders Repaired | 0 | 2 |
| Drainage Requests | 0 | 37 |
| Drainage Work (feet) | 0 | 5,326 |
| Potholes Repaired | 16 | 58 |
| Salt Usage (tons) | 0 | 0 |
| Signs Installed | 2 | 111 |
| Handicapped Pick Up | 81 | 561 |
| Move In Special Pick Up | 1 | 15 |
| Move Out Special Pick Up | 0 | 2 |
| Dead Animal Removals | 1 | 7 |
| Citizens requesting a pick up due to forgetting to place cart at curb after route has been completed. | 0 | 26 |

**Wastewater Department
January 2012**

Summary of Month's Activities:

Administration:

N/A

Goals and Objectives Progress:

- ❖ **CG0-2011-278 On-going:** Seventy-eight (78) pumps were installed.
- ❖ **GIS/GPS On-going:** GEO-Jobe is still acquiring the GPS *X; Y* coordinates to meet our asset and work order tracking requirements. We are 98% complete on acquiring coordinates of all service locations.
- ❖ **On-going:** We have submitted the rate structure and the last three years of financial audits to SRF for review and their approval for funding. This is phase 2 of Copes Crossing, Dawn Court and Hobbs Drive area conversion from Vacuum to gravity.

Collection system:

N/A

Wastewater Treatment

The plant continues to operate well below permit levels. The preventative maintenance program is done daily and the bi-weekly maintenance continues to go as scheduled.

Departmental Highlight:

New Director, Joe Moss

**Wastewater Department
January 2012**

Monthly Performance Indicators and Year to Date Totals

| Service Provided | Month | Total YTD | Amount Billed | Revenue Received | Revenue Totals 2010 - 2011 |
|---|-------|-----------|----------------------------|------------------------|----------------------------|
| New Service Connections (Capacity Fees) | 1 | 1 | \$ 4800.00 | \$ 4800.00 | \$ 7300.00 |
| Customers Billed | 3893 | N/A | Net Amount \$199,835.70 | \$199,779.96 | 1,829,961.72 |
| Applications or Transfers for Service | 40 | 40 | n/a | \$2,850.00 | \$20,395.75 |
| Late Penalties | 1068 | 6,476 | \$4,972.06 | N/A | N/A |
| Adjustments | 39 | N/A | N/A | | |
| Administrative Fees | 27 | 209 | 1350.00 | 1350.00 | 8425.25 |
| Service Availability Requests | 0 | 0 | \$0.00 | Included in Admin Fees | Included in Admin Fees |
| New Service Inspections (Connection Fees) | 0 | 1 | 0 | \$0.00 | \$150.00 |
| Field Inspection Fees | 0 | 0 | \$0.00 | Included in Admin Fees | Included in Admin Fees |
| Non-Payment Cut-Offs | 46 | 142 | \$5383.00 | Included in Admin Fees | Included in Admin Fees |
| Commitments for Service | | 0 | \$0.00 | \$0.00 | 0.00 |
| Bulk Disposal | 0 | 0 | \$0.00 | \$0.00 | \$0.00 |

*Revenue from Previous Month Service

Monthly Totals: \$306,281.75 \$1,404,557.75

| | Month | Total YTD |
|-----------------------------------|-------|-----------|
| Work Orders | 42 | 206 |
| All Service Requests | 39 | 927 |
| Billing Related Service Requests | 78 | 324 |
| Mainline Repairs | 0 | 0 |
| Service Line Repairs | 6 | 27 |
| L.P. Service Requests | 75 | 491 |
| Gravity Service Requests | 0 | 0 |
| Vacuum Service Requests | 7 | 52 |
| Major Lift Station Repairs | 1 | 3 |

| Responses to SCADA Alarms | | |
|-----------------------------|------------|-------------|
| | Month | Total YTD |
| North Palmers | 75 | 759 |
| Calista | 64 | 420 |
| Wilkinson | 5 | 223 |
| Portland Road | 0 | 10 |
| Tyree | 0 | 85 |
| Union Road | 0 | 0 |
| Meadowlark | 0 | 6 |
| Hwy 76 | 6 | 11 |
| Cambria | 0 | 1 |
| Treatment Plant | 10 | 265 |
| Total Responses | 160 | 1780 |
| TN One-Call Requests | 101 | 408 |

| | Flow MGD | Plant Capacity | Inches of Rain Fall | % of Capacity |
|-------------------------------|----------|----------------|---------------------|---------------|
| Average Daily Flow (effluent) | 0.5493 | 1.4 MGD | 2.25 | 39% |

**Planning and Codes Department
January 2012**

Summary of Department Activities:

Staff attended a pre-bid meeting for the City Hall Fire/Security Alarm Project. Staff completed plan review for proposed commercial developments. Staff attended a budget retreat for the upcoming 2012-2013 fiscal year. Staff attended a meeting with Sumner County Building Officials to discuss the adoption of the new 2012 building codes. The gym lighting project was completed.

Department Highlight:

City Engineer Consultant

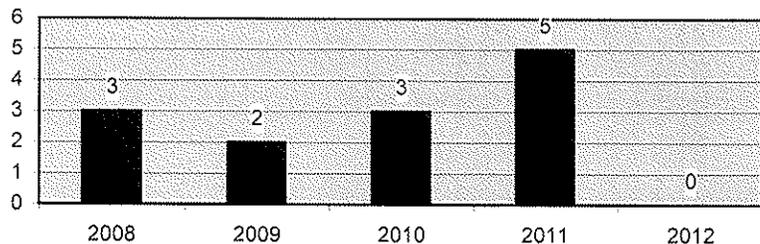
Staff coordinated requests from other departments, developers, and citizens to set up and attend meetings with the City's Engineer Consultant. Staff also coordinated the review of development plans and applicable meeting agenda items.

Cost Savings:

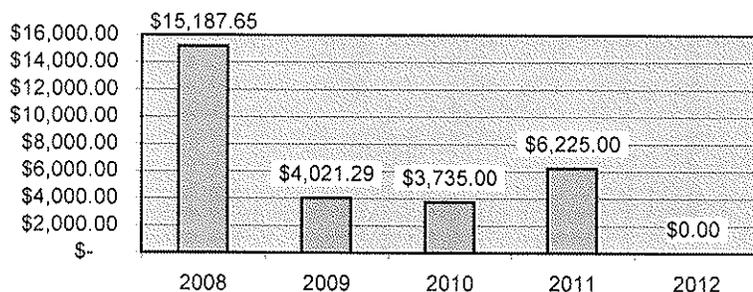
Staff attends local code and planning training classes and seminars to reduce travel and registration costs. Building inspectors are required to obtain 36 certification hours every three years. Certified planners are required to obtain 32 certification hours every two years.

**Planning and Codes Department
January 2012**

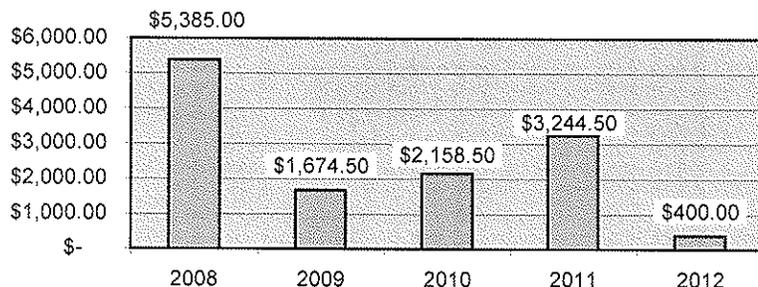
Single Family Permits



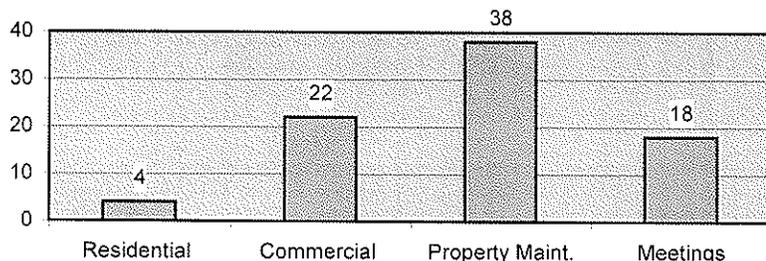
Impact Fees



Permit Fees



Inspections / Meetings



| | Month | FY 11-12 |
|-------------------------------------|---------------|--------------------|
| MEETING AGENDA ITEMS# | | |
| Planning Commission | 3 | 31 |
| Construction Appeals | 0 | 0 |
| Zoning Appeals | 1 | 6 |
| Training/Study Session | 0 | 0 |
| Property Maintenance | 0 | 0 |
| PERMITS | | |
| Single Family Residential | 0 | 6 |
| Multi-Family Residential | 0 | 0 |
| Other Residential | 2 | 52 |
| New Commercial | 0 | 0 |
| New Industrial | 0 | 0 |
| Other Com/Ind | 1 | 13 |
| State Electrical | 20 | 175 |
| Sign | 0 | 4 |
| Occupancy Permits | 7 | 55 |
| Other | 0 | 1 |
| BUILDING INSPECTIONS | | |
| Residential | 4 | 172 |
| Hours | 4 | 55.34 |
| Commercial /Industrial | 22 | 113 |
| Hours | 22 | 57.33 |
| CODE ENFORCEMENT | | |
| Total Cases | 38 | 559 |
| Hours | 5 | 72.83 |
| Complaints Received | 9 | 65 |
| MEETINGS | | |
| Administration | 4 | 31 |
| Hours | 16 | 58.17 |
| Planning | 13 | 72.08 |
| Hours | 13 | 64.58 |
| Codes | 1 | 21 |
| Hours | 1 | 16.25 |
| FEES | | |
| Permit Fees | \$400.00 | \$ 7,217.00 |
| Board Review Fees | \$75.00 | \$ 1,825.00 |
| City Impact Fee | \$0.00 | \$ 7,470.00 |
| Roads | \$0.00 | \$ 2,286.00 |
| Parks | \$0.00 | \$ 2,376.00 |
| Police | \$0.00 | \$ 1,692.00 |
| Fire | \$0.00 | \$ 1,116.00 |
| PLANNING COMMISSION APPROVAL | | |
| Subdivision Lots | 4 | 6 |
| Commercial/Industrial (Sq ft) | 3,423 | 3,423 |
| Multi-Family Units | N/A | 0 |
| Other | N/A | 0 |
| OTHER ITEMS | | |
| Subdivision Bonds: 23 | \$ | 974,300.00 |
| Builders Bonds | \$ | 58,122.95 |
| Workings Days in Month | | 16 |

Parks, Recreation, and Cultural Arts Department
January 2012

Summary of Month's Activities

Employee News / Training

Allison Baker, Superintendent of Recreation, has announced that she will be leaving on February 23rd to pursue work with the City of Goodlettsville Parks and Recreation Department. We want to congratulate her and extend best wishes.

The Director is attending the Revenue Development and Management School in Wheeling, West Virginia from March 11-16th. The school is offered in cooperation with North Carolina State University and the National Recreation & Park Association. The purpose of the school is to develop professional leadership for revenue production and development in parks and recreation operations. It's targeted towards agencies that must rely wholly or in part on generating revenues, such as organizations associated with state or local parks, recreation, leisure services, military recreation and various other non-profits. I hope to learn some valuable tips that will transform the way we do business as a Parks Department.

At the January 12th meeting of the Leisure Services Board, we discussed the possibility of creating a "Friends of the Parks" organization, and our Middle Tennessee PARTAS consultant will be coming to speak more about the topic on February 22nd. These non-profit 501(c)3 corporations are a partnership between the private sector and the public sector and are created to promote and support public parks and recreation activities, to promote gifts and donations from individuals and organizations, and to assist with the planning and funding of improvements to the parks. It creates a way for revenue to be raised and designated for specific park projects.

Friends of the Parks can:

- Secure funds for parks and recreation programs.
- Provide an opportunity for citizens to get involved.
- Promote public awareness of the value and benefit of parks.
- Encourage the enhancement of public parks.
- Assist with special events and ongoing projects.

Adopt-A-Landscape

The New Beginnings Church singles class has adopted the Honey Run Trailhead and the James K. Polk Trailhead and will help to keep the beds weeded, litter picked up, and flowers planted at the JKP location. They have already planted pansies for the winter and spring. We appreciate their contribution since flower planting is something we cut back on to save money.

Long-Range Planning

We have been working for several months to identify the long range goals and priorities of the Leisure Services Board and the community. This month we concluded a survey that was posted online on the City's website, and distributed at City Hall and the Soccer Complex during spring baseball and soccer registrations. We also publicized the survey on Facebook. We had 36 responses to the survey. The top priorities according to the survey are a recreation center/pool, larger bathrooms at the park, greenway extension, and additional parking. The top priority identified by the Leisure Services Board was also to expand the bathrooms at the park, followed by additional parking, greenway extension, and a new main pavilion. The baseball and softball crowds are more than the bathroom facilities were designed to support, which is a good problem to have.

Recreation

- Youth Basketball games continued this month. They will wrap up at the end of February.
- Men's Open League Basketball games also continued this month. Their games are played on Tuesday's and will finish at the end of February.
- Zumba classes are ongoing. The classes are held Monday and Tuesday mornings and on Wednesday evenings. Zumba classes are open to all city employees for free as part of the city wellness initiative.
- Adult Open Gym started back on the 13th. The gym is open for anyone over the age of 18 to come in and play basketball for \$3 per night. It will be open 3 Friday's in February and all Friday's in March, April & May (except Good Friday). Open gym is available to all city employees for free as part of the city wellness initiative.

Parks, Recreation, and Cultural Arts Department
January 2012

- Registration began this month for Adult Softball. We will offer a Co-ed League, Men's Open Recreational, and Men's Open Competitive. The Co-ed League fee is \$400 per team and their season will start in April. The Men's League fee is \$450. The Men's fee has increased because the season will be longer than last spring. This is what a lot of the teams want and what is common in other area spring softball leagues. So far we have 5 teams committed to the Men's Recreation League. Registration will end in March.
- Church League Co-ed Volleyball will begin in March. The registration which started this month will be \$250 per team and more than one team per church may be entered into the league. The games will take place on Tuesday's and Thursday's.
- Little League Challenger will also be returning this spring. Registration remains at \$35 per resident and is \$47 per non-resident. Their games will begin in April and will be played on Field 8 which was made ADA accessible with the Little League grant we received last year.
- Big League Baseball will start registration next month for ages 15-17. Registration will be available for teams and individuals. Team registration will be \$400 and individual \$30 per person – non-resident fees may apply. Games will be played on Tuesday's and Thursday's after Memorial Day on Field 7. We need a minimum of four teams for this league to make. Each team will get a minimum of 8 games with practices provided before and during the season.

Maintenance

Employees have been painting inside the restrooms at the Field 2/3 and Field 5/6 facilities to get them looking good for spring which is right around the corner. At the Field 2/3 location, the urinal and flush valve, and both lavatory faucets are being replaced with new ones in February. The faucets will be metering faucets that automatically shut off after a few seconds to eliminate water waste. On February 20th, a tile setter is coming to install a tile floor in the bathrooms at the Field 5/6 location to make the interior look more attractive.

The scoring tower in the quad has tension chains at the top that hold the timber beams in tension and prevent the top from swaying. These chains were tightened because the timber has dried out which caused slack in the chains. Each end of the chain has to be tightened simultaneously to apply tension evenly instead of to one side and then the other. This is expected maintenance.

Employees have also been working on mowing equipment by sanding and painting to get the equipment ready for the upcoming season.

Update on Department Goals and Objectives

The gates for the back of the Municipal Park were installed on January 11th. We will soon be closing them to help ensure the safety of the park users. There has been an ongoing problem with motorists speeding and using the park road as a short cut route, which is a safety concern for both children and adults using the park. The gates will be opened during special events only as a means of exiting the park but ordinarily the gates in the back will remain closed. We are notifying the public through the Word on White House about why the gates are going to be closed. The City's Safety Committee is behind this decision 100%.

Department Highlight

We have finished obtaining quotes for the ADA Swing and Swing set to be purchased with the \$1,000.00 grant we received from Wal-Mart during the summer. The manufacture that we are purchasing from is GameTime and they are a part of the U.S. Communities Purchasing Alliance. The swing set is \$693 more than the grant award but the quality of this item is worth the additional funds from the operating budget. It is certified by IPEMA, the International Playground Equipment Manufacturer's Association.

Department Cost Savings Report

Sponsorship forms were sent out to local businesses this month to get monetary donations in support of the Challenger Baseball league. So far we have raised \$1,050 from 9 sponsors! This money will go toward all S.N.A.P. (Special Needs Athletic Programs) leagues this year which includes baseball, soccer and basketball.

**Parks, Recreation, Cultural Arts Department
December 2011**

| | Prior Years | | | | | Current Year | | |
|--------------------------------|--------------|--------------|--------------|--------------|------------|--------------|--------|----------------|
| | FY 2006-2007 | FY 2007-2008 | FY 2008-2009 | FY 2009-2010 | FY 2010-11 | Dec-11 | Jan-12 | YTD FY 2011-12 |
| Maintenance | | | | | | | | |
| Mowing Hours | 1,020 | 1,044 | 1,853 | 1,469 | 1,486 | 0 | 0 | 623 |
| Pounds of Grass Seed Sown | 4,350 | 3,670 | 5,130 | 1,895 | 3,140 | 0 | 25 | 2,100 |
| Pounds of Fertilizer Applied | 16,795 | 6,150 | 9,200 | 4,590 | 8,150 | 4 | 15 | 1,304 |
| Number of Trees/Shrubs Planted | 69 | 57 | 259 | 11 | 20 | 12 | 0 | 24 |

| | Prior Years | | | | | Current Year | | |
|--|--------------|--------------|--------------|--------------|-------------|--------------|------------|----------------|
| | FY 2006-2007 | FY 2007-2008 | FY 2008-2009 | FY 2009-2010 | FY 2010-11 | Dec-11 | Jan-12 | YTD FY 2011-12 |
| Recreation | | | | | | | | |
| Number of Youth Program Participants | 326 | 377 | 353 | 336 | 354 | 0 | 0 | 393 |
| Number of Adult Program Participants | 291 | 857 | 2,309 | 1,343 | 2,353 | 117 | 151 | 1,377 |
| Number of Theatre Production Attendees | 271 | 102 | 0 | 0 | 0 | 0 | 0 | 0 |
| Number of Special Event Attendees | 3,453 | 2,865 | 2,989 | 2,505 | 3,484 | 1,500 | 0 | 3,725 |
| Total Number of Special Events Offered | 6 | 8 | 11 | 17 | 19 | 1 | 0 | 13 |
| Total Number of Programs Offered | 13 | 23 | 46 | 38 | 68 | 2 | 7 | 36 |
| Youth Program Revenue | \$31,045.38 | \$22,095.25 | \$25,414.98 | \$27,728.00 | \$29,068.00 | \$0.00 | \$70.00 | \$23,184.00 |
| Adult Program Revenue | \$14,713.00 | \$15,246.25 | \$19,337.35 | \$9,368.25 | \$14,899.65 | \$348.00 | \$1,298.95 | \$10,208.80 |
| Theatre Production Revenue | \$1,195.00 | \$485.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Special Event Revenue | \$7,557.50 | \$6,476.00 | \$4,993.25 | \$4,530.00 | \$8,010.00 | \$0.00 | \$0.00 | \$4,015.00 |

| | Prior Years | | | | | Current Year | | |
|-----------------------------------|--------------|--------------|--------------|--------------|-------------|--------------|------------|----------------|
| | FY 2006-2007 | FY 2007-2008 | FY 2008-2009 | FY 2009-2010 | FY 2010-11 | Dec-11 | Jan-12 | YTD FY 2011-12 |
| Administration | | | | | | | | |
| Number of Shelter Reservations | 115 | 112 | 139 | 153 | 116 | 0 | 0 | 57 |
| Hours of Shelter Reservations | | | | | | | | |
| Shelter Reservation Revenue | \$3,612.50 | \$3,732.00 | \$4,183.00 | \$4,083.00 | \$3,415.00 | \$0.00 | \$170.00 | \$1,344.00 |
| Number of Facilities Reservations | 257 | 305 | 256 | 105 | 63 | 8 | 8 | 57 |
| Hours of Facility Reservations | | | | | | | | |
| Facility Reservation Revenue | \$19,601.34 | \$28,514.05 | \$20,813.71 | \$6,345.82 | \$6,475.63 | \$587.50 | \$1,769.50 | \$6,525.00 |
| Misc. Revenue | \$36,238.58 | \$39,729.53 | \$115,858.99 | \$52,032.78 | \$60,991.46 | \$5,743.80 | \$3,284.41 | \$20,537.81 |

| | Prior Years | | | | | Current Year | | |
|--------------------------------|--------------|--------------|--------------|--------------|------------|--------------|--------|----------------|
| | FY 2006-2007 | FY 2007-2008 | FY 2008-2009 | FY 2009-2010 | FY 2010-11 | Dec-11 | Jan-12 | YTD FY 2011-12 |
| Senior Center | | | | | | | | |
| Senior Center Participants | 2,619 | 3,993 | 2,326 | 2,399 | 2,860 | 219 | 342 | 1,825 |
| Number of Trip Participants | 274 | 366 | 293 | 316 | 473 | 20 | 18 | 187 |
| Number of Meals Participants | 3,433 | 3,430 | 3,555 | 3,848 | 2,912 | 131 | 267 | 1,793 |
| Number of Program Participants | | | 1,407 | 587 | 632 | 412 | 503 | 2,157 |
| Number of Trips Offered | 45 | 43 | 31 | 31 | 42 | 1 | 2 | 15 |
| Number of Meals Served | 50 | 48 | 48 | 50 | 46 | 2 | 4 | 27 |
| Number of Programs Offered | 4 | 5 | 45 | 54 | 50 | 10 | 9 | 49 |

White House Inn Library and Museum
January 2012

Summary of January Activities

The Library Board met on January 12th to discuss the Image Evaluation that all board members completed in November, the Non-Resident Fee 6 month report, and the creation of a library Facebook page.

Circulation for the month of January was a 26% increase over December. Total adult and juvenile circulation for January was 4,444.

Rebecca Whipple completed a book order using state funding for the 3rd and 4th quarter combined. With a total funding amount of \$4,472 Rebecca was able to order 227 new items for the library. Materials ordered include new fiction and non-fiction for all ages, replacement copies of worn or damaged titles, new audio books, and audio books on CD to replace titles the library currently owns on cassette. The library is still striving to meet the collection goal of 2 items per capita, which is the minimum standard recommended by the state. The library is currently at 1.84 items per capita. One obstacle in meeting this goal is a lack of space for new materials. Rebecca is working with library staff to find creative solutions to the lack of shelf space.

Janet Parchman and Rebecca Whipple attended a consortium meeting on January 20th with librarians from Sumner and Robertson counties. Topics discussed included issues related to the circulation system shared by the libraries of Sumner and Robertson counties, as well as new offers available from the software provider, The Library Corporation (TLC). The library will be taking advantage of a new circulation interface offered by TLC. The new interface will be web-based, as opposed to the current module which is accessed using remote desktop technology. The streamlined, web-based circulation interface should allow library staff members to provide more efficient circulation transactions.

Janet Parchman and Rebecca Whipple hosted the Adult Book Club on January 26th with 10 participants. The book club members held a lively discussion of *Sarah's Key* by Tatiana de Rosnay.

Sherry Tackett presented 8 storytimes with a total of 175 participants. Preschool attendees especially enjoyed coloring a new cardboard playhouse that will be used as a reading nook in the juvenile room.

Janet Parchman organized and displayed tax forms, which the library receives from the IRS and provides free-of-charge to the community.

Library staff members began scheduling appointments for the tax assistance program, offered by volunteers from AARP. The library hosts the volunteers on Thursdays in February, March and April. The program is very popular with senior citizens and is primarily designed to benefit individuals aged 60 years and older with a low to moderate income.

Departmental Highlight

Rebecca Whipple created a Facebook page for the library. The page will be a great way to reach patrons and community members via social media. Rebecca will post information about library programs and events, as well as information about new titles and items available at the library. The library is excited to have another point of contact with the community.

Department Cost Saving Report

No cost savings to report this month.

White House Inn Library and Museum
January 2012

Official Service Area Population: 13,316

Memberships: 10,035

Percent of the Population
with Membership: 75

Total Materials Available: 24,505
Estimated Value of Total Materials: \$612,625
Last Month: \$614,400

Total Materials Available Per Capita: 1.84
Last Month: 1.85

State Minimum Standard: 2.00

Materials Added

Adult Fiction: 72
 Adult Non-Fiction: 4
 Child/Juvenile/Young Adult Fiction: 43
 Juvenile/Young Adult Non-Fiction: 2
 Audiobooks: 1
 Movies: 7
 Music CDs: 0
 Total: 129

Library Circulation

Total # of Check-outs: 4,444
 Last Month: 3,508
 Items per Patron: 2.44

New Memberships

Adult: 45
 Senior Adult: 1
 Child: 2
 Student: 9
 Young Adult: 2
 Total: 59

Program Sessions Attendance

| | | |
|-----------|---|-----|
| Toddler | 4 | 88 |
| Preschool | 4 | 87 |
| Teen | 0 | 0 |
| Adult | 1 | 10 |
| Total | 9 | 185 |

Wireless Internet Users: 81

Computer Internet Users: 760

Volunteers: 6

Total Hours: 101

Services Provided by Contracting with State

Interlibrary Loan Service

Items Borrowed: 32
 Items Loaned: 12

R.E.A.D.S. 1st Qtr. Statistics

eBooks Downloaded: 305
 Audiobooks Downloaded: 506

R.E.A.D.S. 2nd Qtr. Statistics

eBooks Downloaded: 466
 Audiobooks Downloaded: 477

R.E.A.D.S. 3rd Qtr. Statistics

eBooks Downloaded:
 Audiobooks Downloaded:

R.E.A.D.S. 4th Qtr. Statistics

eBooks Downloaded:
 Audiobooks Downloaded:

**CITY COURT REPORT
JANUARY 2012**

CITATIONS:

TOTAL MONIES COLLECTED FOR THE MONTH \$14,540.75

TOTAL MONIES COLLECTED YTD \$79,554.65

STATE FINES:

TOTAL MONIES COLLECTED FOR MONTH \$1,577.00

TOTAL MONIES COLLECTED YTD \$11,458.92

TOTAL REVENUE FOR MONTH \$16,117.75

TOTAL REVENUE YTD \$91,013.57

DISBURSEMENTS

LITIGATION TAX \$1,084.92

DOS/DOH FINES & FEES \$541.50

RESTITUTION/REFUNDS \$0.00

WORTHLESS CHECKS \$0.00

TBI FINES & FEES \$0.00

TOTAL DISBURSEMENTS FOR MONTH \$1,626.42

TOTAL DISBURSEMENTS YTD \$9,875.75

ADJUSTED REVENUE FOR MONTH \$14,491.33

TOTAL ADJUSTED REVENUE YTD \$81,137.82

DONATION TO DRUG FUND FOR MONTH \$294.50

TRANSFER TO DRUG FUND \$0.00

\$0.00

DONATIONS YEAR TO DATE \$2,812.95

CITY COURT CLERK



Summary Financial Statement
JANUARY 31, 2012

DRAFT

Fiscal Year Time Lapse: 58.33

110 GENERAL FUND

| Account | Description | Year-To-Date | | JANUARY | | Percent Of Budget | Actual | Percent Of Avg |
|---------|--|--------------------|---------------|---------------------|-------------|----------------------|-------------|-------------------|
| | | Budget Estimate | Actual | Estimate Avg/Mth | Actual | | | |
| 31110 | REAL & PERSONAL PROPERTY TAX (CURRENT) | 1,760,069.00 | 1,285,347.33- | 146,672.42 | 554,428.17- | 73.0 | 554,428.17- | 378.0 |
| 31120 | PUBLIC UTILITIES PROPERTY TAX (CURRENT) | 60,000.00 | 0.00 | 5,000.00 | 0.00 | 0.0 | 0.00 | 0.0 |
| 31211 | PROPERTY TAX DELINQUENT 1ST YEAR | 53,000.00 | 18,789.00- | 4,416.67 | 2,417.00- | 35.5 | 2,417.00- | 54.7 |
| 31212 | PROPERTY TAX DELINQUENT 2ND YEAR | 15,000.00 | 24,854.00- | 1,250.00 | 240.00- | 165.7 | 240.00- | 19.2 |
| 31213 | PROPERTY TAX DELINQUENT 3RD YEAR | 7,000.00 | 16,681.00- | 583.33 | 285.00- | 238.3 | 285.00- | 48.9 |
| 31214 | PROPERTY TAX DELINQUENT 4TH YEAR | 6,000.00 | 16,571.00- | 500.00 | 0.00 | 276.2 | 0.00 | 0.0 |
| 31215 | PROPERTY TAX DELINQUENT 5TH YEAR | 8,000.00 | 16,690.00- | 666.67 | 0.00 | 208.6 | 0.00 | 0.0 |
| 31216 | PROPERTY TAX DELINQUENT 6TH YEAR | 10,000.00 | 866.00- | 833.33 | 0.00 | 8.7 | 0.00 | 0.0 |
| 31219 | PROPERTY TAX DELINQUENT - OTHER PRIOR YE | 7,000.00 | 3,928.00- | 583.33 | 0.00 | 56.1 | 0.00 | 0.0 |
| 31300 | INT, PENALTY, AND COURT COST ON PROP TAX | 31,000.00 | 53,484.20- | 2,583.33 | 685.93- | 172.5 | 685.93- | 26.6 |
| 31513 | PAYMENT IN LIEU OF TAX -SEWER UTILITIES | 88,757.00 | 51,774.94- | 7,396.42 | 7,396.42- | 58.3 | 7,396.42- | 100.0 |
| 31610 | LOCAL SALES TAX - CO. TRUSTEE | 2,016,000.00 | 1,159,427.08- | 168,000.00 | 176,112.78- | 57.5 | 176,112.78- | 104.8 |
| 31709 | BEER AND LIQUOR LOCAL PRIV TAX | 4,500.00 | 3,275.00- | 375.00 | 1,800.00- | 72.8 | 1,800.00- | 480.0 |
| 31710 | WHOLESALE BEER TAX | 217,000.00 | 156,525.59- | 18,083.33 | 20,686.35- | 72.1 | 20,686.35- | 114.4 |
| 31800 | BUSINESS TAXES | 104,000.00 | 39,700.12- | 8,666.67 | 3,310.10- | 38.2 | 3,310.10- | 38.2 |
| 31911 | NATURAL GAS FRANCHISE TAX | 126,000.00 | 118,855.50- | 10,500.00 | 0.00 | 94.3 | 0.00 | 0.0 |
| 31912 | CABLE TV FRANCHISE TAX | 92,000.00 | 52,972.29- | 7,666.67 | 1,347.09- | 57.6 | 1,347.09- | 17.6 |
| 31960 | SPECIAL ASSESSMENT - LIENS | 800.00 | 1,595.00- | 66.67 | 560.00- | 199.4 | 560.00- | 840.0 |
| 31980 | MIXED DRINK TAXES | 6,000.00 | 5,674.01- | 500.00 | 838.00- | 94.6 | 838.00- | 167.6 |
| 32090 | PEDDLER PERMIT | 50.00 | 0.00 | 4.17 | 0.00 | 0.0 | 0.00 | 0.0 |
| 32209 | BEER AND LIQUOR LICENSE APPLICATION FEE | 800.00 | 0.00 | 66.67 | 0.00 | 0.0 | 0.00 | 0.0 |
| 32610 | BUILDING PERMITS | 20,000.00 | 6,903.00- | 1,666.67 | 375.00- | 34.5 | 375.00- | 22.5 |
| 32690 | OTHER PERMITS | 50.00 | 50.00- | 4.17 | 0.00 | 100.0 | 0.00 | 0.0 |
| 32710 | SIGN PERMITS | 1,350.00 | 250.00- | 112.50 | 0.00 | 18.5 | 0.00 | 0.0 |
| 33100 | FEDERAL GRANTS | 693,490.00 | 39,575.70- | 57,790.83 | 20,938.55- | 5.7 | 20,938.55- | 36.2 |
| 33142 | ARRA GRANT #1 - FIBER OPTIC INSTALLATION | 636,246.00 | 114,731.08- | 53,020.50 | 37,537.10- | 18.0 | 37,537.10- | 70.8 |
| 33143 | ARRA GRANT #2 - CALISTA ROAD PROJECT | 0.00 | 144,505.96- | 0.00 | 0.00 | 0.0 | 0.00 | 0.0 |
| 33191 | FEMA REIMBURSEMENT | 51,232.00 | 0.00 | 4,269.33 | 0.00 | 0.0 | 0.00 | 0.0 |
| 33320 | TVA PAYMENTS IN LIEU OF TAXES | 113,523.00 | 59,248.62- | 9,460.25 | 29,624.31- | 52.2 | 29,624.31- | 313.1 |
| 33400 | STATE GRANTS | 659,311.00 | 0.00 | 54,942.58 | 0.00 | 0.0 | 0.00 | 0.0 |
| 33410 | STATE LAW ENFORCEMENT EDUCATION GRANT | 22,450.00 | 0.00 | 1,870.83 | 0.00 | 0.0 | 0.00 | 0.0 |
| 33450 | LOCAL GRANT-ROB.CO. SRO | 35,855.00 | 0.00 | 2,987.92 | 0.00 | 0.0 | 0.00 | 0.0 |
| 33510 | STATE SALES TAX | 662,986.00 | 392,603.01- | 55,248.83 | 54,254.52- | 59.2 | 54,254.52- | 98.2 |
| 33520 | STATE INCOME TAX | 37,064.00 | 11,084.53- | 3,088.67 | 42.20- | 29.9 | 42.20- | 1.4 |
| 33530 | STATE BEER TAX | 5,230.00 | 2,713.00- | 435.83 | 0.00 | 51.9 | 0.00 | 0.0 |
| 33553 | STATE GASOLINE INSPECTION FEE | 21,023.00 | 12,295.98- | 1,751.92 | 1,754.48- | 58.5 | 1,754.48- | 100.1 |
| 33593 | CORPORATE EXCISE TAX | 11,546.00 | 0.00 | 962.17 | 0.00 | 0.0 | 0.00 | 0.0 |
| 33710 | COUNTY GRANT - SENIOR NUTRITION | 8,500.00 | 9,500.00- | 708.33 | 4,750.00- | 111.8 | 4,750.00- | 670.6 |
| 34120 | FEES AND COMMISSIONS | 3,800.00 | 2,315.00- | 316.67 | 90.00- | 60.9 | 90.00- | 28.4 |
| 34740 | PARKS AND REC LEAGUE FEES | 48,000.00 | 40,274.20- | 4,000.00 | 1,385.95- | 83.9 | 1,385.95- | 34.6 |
| 34741 | FIELD MAINTENANCE FEES | 7,375.00 | 2,185.00- | 614.58 | 0.00 | 29.6 | 0.00 | 0.0 |
| 34760 | LIBRARY FINES, FEES, AND OTHER CHARGES | 7,000.00 | 5,034.19- | 583.33 | 817.34- | 71.9 | 817.34- | 140.1 |
| 34793 | COMMUNITY CENTER FEES | 12,000.00 | 7,859.00- | 1,000.00 | 1,939.50- | 65.5 | 1,939.50- | 194.0 |
| 34900 | OTHER CHARGES FOR SERVICES | 10,000.00 | 5,133.50- | 833.33 | 725.00- | 51.3 | 725.00- | 87.0 |
| 35110 | CITY COURT FINES AND COSTS | 149,000.00 | 81,040.32- | 12,416.67 | 13,338.51- | 54.4 | 13,338.51- | 107.4 |
| 35130 | IMPOUNDMENT CHARGES | 350.00 | 1,050.00- | 29.17 | 0.00 | 300.0 | 0.00 | 0.0 |

Summary Financial Statement
JANUARY 31, 2012

Fiscal Year Time Lapse: 58.33

110 GENERAL FUND

| Account | Description | Year-To-Date | | | JANUARY | | |
|---------------------------|--|---------------------|---------------------|-------------------|-------------------|-------------------|----------------|
| | | Budget Estimate | Actual | Percent Of Budget | Estimate Avg/Mth | Actual | Percent Of Avg |
| REVENUES | | | | | | | |
| 36000 | OTHER REVENUES | 27,000.00 | 8,415.55 | 31.2 | 2,250.00 | 487.55 | 21.7 |
| 36100 | INTEREST EARNINGS | 7,000.00 | 2,649.74 | 37.9 | 583.33 | 308.46 | 52.9 |
| 36210 | RENT | 15,500.00 | 10,180.41 | 65.7 | 1,291.67 | 1,463.55 | 113.3 |
| 36330 | SALE OF EQUIPMENT | 0.00 | 6,632.17 | 0.0 | 0.00 | 0.00 | 0.0 |
| 36350 | INSURANCE RECOVERIES | 0.00 | 6,985.22 | 0.0 | 0.00 | 385.00 | 0.0 |
| 36420 | STADIUM RECEIPTS | 7,200.00 | 4,976.00 | 69.1 | 600.00 | 0.00 | 0.0 |
| 36430 | TAX REFUNDS (OVERPAYMENTS) | 0.00 | 0.33 | 0.0 | 0.00 | 0.00 | 0.0 |
| 36450 | PARKS CONCESSIONS | 6,700.00 | 5,378.16 | 80.3 | 558.33 | 988.71 | 177.1 |
| 36700 | CONTRI AND DONATION FROM PRIVATE SOURCES | 0.00 | 3,612.02 | 0.0 | 0.00 | 1,130.00 | 0.0 |
| 36960 | OPERATING TRANSFER IN FROM OTHER FUNDS | 130,000.00 | 0.00 | 0.0 | 10,833.33 | 0.00 | 0.0 |
| Total REVENUES | | 8,023,757.00 | 4,014,191.75 | 50.0 | 668,646.42 | 939,644.57 | 140.5 |
| EXPENDITURES | | | | | | | |
| 41000 | GENERAL GOVERNMENT | 315,607.00 | 195,060.77 | 61.8 | 26,300.58 | 9,828.38 | 37.4 |
| 41210 | CITY COURT | 79,727.00 | 43,737.36 | 54.9 | 6,643.90 | 3,544.65 | 53.4 |
| 41500 | FINANCIAL ADMINISTRATION | 364,798.00 | 219,597.94 | 60.2 | 30,399.84 | 40,071.60 | 131.8 |
| 41650 | HUMAN RESOURCES | 117,130.00 | 61,749.04 | 52.7 | 9,760.83 | 6,819.03 | 69.9 |
| 41670 | ENGINEERING | 1,178,911.00 | 497,600.21 | 42.2 | 98,242.57 | 1,950.04 | 2.0 |
| 41700 | PLANNING AND ZONING | 261,507.00 | 140,667.91 | 53.8 | 21,792.25 | 13,515.06 | 62.0 |
| 41800 | GENERAL GOVERNMENT BUILDINGS | 138,412.00 | 56,053.06 | 40.5 | 11,534.34 | 3,723.94 | 32.3 |
| 41921 | SPECIAL EVENTS | 4,000.00 | 1,693.72 | 42.3 | 333.33 | 0.00 | 0.0 |
| 42100 | POLICE PATROL | 920,462.00 | 519,646.08 | 56.5 | 76,705.16 | 53,211.94 | 69.4 |
| 42120 | POLICE SUPPORT SERVICES | 264,298.00 | 145,943.34 | 55.2 | 22,024.83 | 15,702.74 | 71.3 |
| 42150 | POLICE ADMINISTRATION | 201,263.00 | 103,289.79 | 51.3 | 16,771.92 | 12,926.72 | 77.1 |
| 42151 | COMMUNICATIONS SERVICES | 170,000.00 | 81,786.65 | 48.1 | 14,166.67 | 16,769.60 | 118.4 |
| 42200 | FIRE PROTECTION AND CONTROL | 1,691,308.00 | 664,104.23 | 39.3 | 140,942.35 | 57,627.45 | 40.9 |
| 42210 | FIRE ADMINISTRATION AND INSPECTION | 237,456.00 | 124,551.44 | 52.5 | 19,788.00 | 12,109.68 | 61.2 |
| 43000 | PUBLIC WORKS | 79,265.00 | 34,450.73 | 43.5 | 6,605.42 | 2,080.84 | 31.5 |
| 43100 | HIGHWAYS AND STREETS | 197,293.00 | 99,175.16 | 50.3 | 16,441.07 | 4,436.77 | 27.0 |
| 44310 | SENIOR CITIZEN ACTIVITIES | 34,665.00 | 17,020.90 | 49.1 | 2,888.74 | 1,899.56 | 65.8 |
| 44700 | PARKS | 255,274.00 | 147,150.64 | 57.6 | 21,272.79 | 14,591.30 | 68.6 |
| 44740 | PARK MAINTENANCE | 498,723.00 | 286,507.37 | 57.4 | 41,560.25 | 17,400.42 | 41.9 |
| 44800 | LIBRARIES | 182,707.00 | 89,157.35 | 48.8 | 15,225.56 | 8,391.69 | 55.1 |
| 44880 | CHILDREN'S LIBRARY SERVICES | 39,863.00 | 21,583.80 | 54.1 | 3,321.92 | 1,665.49 | 50.1 |
| 51000 | MISC EXP | 325,000.00 | 1,017.92 | 0.3 | 27,083.33 | 0.00 | 0.0 |
| 58802 | ARRA GRANT #1 - FIBER OPTIC INSTALLATION | 725,000.00 | 398,841.10 | 55.0 | 60,416.67 | 0.00 | 0.0 |
| Total EXPENDITURES | | 8,282,669.00 | 3,948,350.67 | 47.7 | 690,222.32 | 298,266.90 | 43.2 |
| Total GENERAL FUND | | 258,912.00 | 65,841.08 | 25.4 | 21,575.90 | 641,377.67 | 2972.7 |

Summary Financial Statement
 JANUARY 31, 2012

Fiscal Year Time Lapse: 58.33

120 INDUSTRIAL DEVELOPMENT FUND

| Account | Description | Year-To-Date | | JANUARY | | |
|---------|-----------------------------------|-----------------|------------|------------------|--------|----------------|
| | | Budget Estimate | Actual | Estimate Avg/Mth | Actual | Percent Of Avg |
| | REVENUES | | | | | |
| 33800 | LOCAL REVENUE ALLOCATIONS | 43,000.00 | 11,264.76- | 3,583.33 | 0.00 | 0.0 |
| 36100 | INTEREST EARNINGS | 175.00 | 45.99- | 14.58 | 0.00 | 0.0 |
| | Total REVENUES | 43,175.00 | 11,310.75- | 3,597.91 | 0.00 | 0.0 |
| | EXPENDITURES | | | | | |
| 48000 | ECONOMIC OPPORTUNITY | 54,500.00- | 41,081.21 | 4,541.67- | 0.00 | 0.0 |
| | Total EXPENDITURES | 54,500.00- | 41,081.21 | 4,541.67- | 0.00 | 0.0 |
| | Total INDUSTRIAL DEVELOPMENT FUND | 11,325.00- | 29,770.46 | 943.76- | 0.00 | 0.0 |

Summary Financial Statement
 JANUARY 31, 2012

Fiscal Year Time Lapse: 58.33

121 STATE STREET AID FUND

| Account | Description | Year-To-Date | | JANUARY | | |
|---------------------|------------------------------------|-------------------|-------------------|------------------|------------------|----------------|
| | | Budget Estimate | Actual | Estimate Avg/Mth | Actual | Percent Of Avg |
| REVENUES | | | | | | |
| 33551 | STATE GASOLINE AND MOTOR FUEL TAX | 273,296.00 | 158,958.45 | 22,774.67 | 21,793.93 | 95.7 |
| 36100 | INTEREST EARNINGS | 200.00 | 12.29 | 16.67 | 0.00 | 0.0 |
| | Total REVENUES | 273,496.00 | 158,970.74 | 22,791.34 | 21,793.93 | 95.6 |
| EXPENDITURES | | | | | | |
| 43100 | HIGHWAYS AND STREETS | 258,900.00 | 198,434.18 | 21,575.01 | 153.75 | 0.7 |
| | Total EXPENDITURES | 258,900.00 | 198,434.18 | 21,575.01 | 153.75 | 0.7 |
| | Total STATE STREET AID FUND | 14,596.00 | 39,463.44 | 1,216.33 | 21,947.68 | 1804.4 |

122 PARKS SALES TAX FUND Summary Financial Statement Fiscal Year Time Lapse: 58.33

| Account | Description | --Year-To-Date-- | | Percent Of Budget | --JANUARY-- | |
|--------------|--|--------------------|------------|----------------------|---------------------|-----------|
| | | Budget Estimate | Actual | | Estimate Avg/Mth | Actual |
| REVENUES | | | | | | |
| 36100 | INTEREST EARNINGS | 1,200.00 | 217.43- | 18.1 | 100.00 | 13.77- |
| 36425 | PARKS SALES TAX RECEIPTS | 79,000.00 | 41,097.52- | 52.0 | 6,583.33 | 5,911.73- |
| 36700 | CONTRI AND DONATION FROM PRIVATE SOURCES | 20,000.00 | 0.00 | 0.0 | 1,666.67 | 0.00 |
| | Total REVENUES | 100,200.00 | 41,314.95- | 41.2 | 8,350.00 | 5,925.50- |
| EXPENDITURES | | | | | | |
| 49000 | DEBT SERVICE | 176,674.00- | 75,970.04 | 43.0 | 14,722.84- | 0.00 |
| | Total EXPENDITURES | 176,674.00- | 75,970.04 | 43.0 | 14,722.84- | 0.00 |
| | Total PARKS SALES TAX FUND | 76,474.00- | 34,655.09 | 45.3 | 6,372.84- | 5,925.50- |

Summary Financial Statement
 JANUARY 31, 2012

Fiscal Year Time Lapse: 58.33

123 SOLID WASTE FUND

| Account | Description | Year-To-Date | | JANUARY | | Percent Of Avg |
|---------------------|-------------------------------|--------------------|------------|---------------------|-----------|-------------------|
| | | Budget Estimate | Actual | Estimate Avg/Mth | Actual | |
| REVENUES | | | | | | |
| 34400 | SANITATION - USER FEES | 669,000.00 | 399,945.00 | 55,750.00 | 59,385.00 | 106.5 |
| 36100 | INTEREST EARNINGS | 1,200.00 | 339.16 | 100.00 | 35.26 | 35.3 |
| 36330 | SALE OF EQUIPMENT | 0.00 | 46,250.00 | 0.00 | 0.00 | 0.0 |
| 37794 | SALE OF MATERIALS | 5,200.00 | 2,187.85 | 433.33 | 584.75 | 134.9 |
| | Total REVENUES | 675,400.00 | 448,722.01 | 56,283.33 | 60,005.01 | 106.6 |
| EXPENDITURES | | | | | | |
| 43200 | SANITATION | 717,993.00 | 380,496.66 | 59,832.76 | 24,980.47 | 41.8 |
| 49000 | DEBT SERVICE | 104,850.00 | 4,944.80 | 8,737.51 | 0.00 | 0.0 |
| | Total EXPENDITURES | 822,843.00 | 385,441.46 | 68,570.27 | 24,980.47 | 36.4 |
| | Total SOLID WASTE FUND | 147,443.00 | 63,280.55 | 12,286.94 | 35,024.54 | 285.1 |

Summary Financial Statement
 JANUARY 31, 2012

Fiscal Year Time Lapse: 58.33

124 IMPACT FEES

| Account | Description | Year-To-Date | | JANUARY | | Percent Of Budget | Actual Of Avg |
|--------------------|--------------------|--------------------|-----------|---------------------|--------|----------------------|------------------|
| | | Budget Estimate | Actual | Estimate Avg/Mth | Actual | | |
| REVENUES | | | | | | | |
| 33400 | STATE GRANTS | 298,000.00 | 0.00 | 24,833.33 | 0.00 | 0.0 | 0.0 |
| 36100 | INTEREST EARNINGS | 1,700.00 | 255.24 | 141.67 | 30.39 | 21.5 | 21.5 |
| 36421 | ROADS IMPACT FEES | 20,000.00 | 2,286.00 | 1,666.67 | 0.00 | 0.0 | 0.0 |
| 36422 | PARKS IMPACT FEES | 16,000.00 | 2,376.00 | 1,333.33 | 0.00 | 0.0 | 0.0 |
| 36423 | POLICE IMPACT FEES | 13,000.00 | 1,692.00 | 1,083.33 | 0.00 | 0.0 | 0.0 |
| 36424 | FIRE IMPACT FEES | 9,000.00 | 1,116.00 | 750.00 | 0.00 | 0.0 | 0.0 |
| Total REVENUES | | 357,700.00 | 7,725.24 | 29,808.33 | 30.39 | 0.1 | 0.1 |
| EXPENDITURES | | | | | | | |
| 51010 | ROADS IMPACT FEES | 388,100.00 | 1,337.80 | 32,341.67 | 0.00 | 0.0 | 0.0 |
| 51020 | PARKS IMPACT FEES | 100.00 | 0.00 | 8.33 | 0.00 | 0.0 | 0.0 |
| 51030 | POLICE IMPACT FEES | 73,306.00 | 32,282.00 | 6,108.83 | 0.00 | 0.0 | 0.0 |
| 51040 | FIRE IMPACT FEES | 40,595.00 | 1,555.10 | 3,382.91 | 0.00 | 0.0 | 0.0 |
| Total EXPENDITURES | | 502,101.00 | 35,174.90 | 41,841.74 | 0.00 | 0.0 | 0.0 |
| Total IMPACT FEES | | 144,401.00 | 27,449.66 | 12,033.41 | 30.39 | 0.3 | 0.3 |

Summary Financial Statement
JANUARY 31, 2012

Fiscal Year Time Lapse: 58.33

140 POLICE DRUG FUND

| Account | Description | Year-To-Date | | Percent Of Budget | JANUARY | | Percent Of Avg |
|--------------|--------------------------------|--------------------|----------|----------------------|---------------------|--------|-------------------|
| | | Budget Estimate | Actual | | Estimate Avg/Mth | Actual | |
| REVENUES | | | | | | | |
| 31610 | LOCAL SALES TAX - CO. TRUSTEE | 1,200.00 | 1,350.00 | 112.5 | 100.00 | 0.00 | 0.0 |
| 35130 | IMPOUNDMENT CHARGES | 400.00 | 100.00 | 25.0 | 33.33 | 0.00 | 0.0 |
| 35140 | DRUG RELATED FINES | 15,500.00 | 5,312.95 | 34.3 | 1,291.67 | 294.50 | 22.8 |
| 36100 | INTEREST EARNINGS | 100.00 | 48.14 | 48.1 | 8.33 | 0.00 | 0.0 |
| | Total REVENUES | 17,200.00 | 6,811.09 | 39.6 | 1,433.33 | 294.50 | 20.5 |
| EXPENDITURES | | | | | | | |
| 42129 | DRUG INVESTIGATION AND CONTROL | 9,450.00 | 4,106.96 | 43.5 | 787.50 | 0.00 | 0.0 |
| | Total EXPENDITURES | 9,450.00 | 4,106.96 | 43.5 | 787.50 | 0.00 | 0.0 |
| | Total POLICE DRUG FUND | 7,750.00 | 2,704.13 | 34.9 | 645.83 | 294.50 | 45.6 |

Summary Financial Statement
 JANUARY 31, 2012

Fiscal Year Time Lapse: 58.33

200 DEBT SERVICE FUND (GENERAL)

| Account | Description | Year-To-Date | | JANUARY | | | |
|--------------|--|-----------------|------------|------------------|-----------|-------------------|----------------|
| | | Budget Estimate | Actual | Estimate Avg/Mth | Actual | Percent Of Budget | Percent Of Avg |
| REVENUES | | | | | | | |
| 3110 | REAL & PERSONAL PROPERTY TAX (CURRENT) | 550,000.00 | 169,580.67 | 45,833.33 | 68,524.83 | 30.8 | 149.5 |
| 36100 | INTEREST EARNINGS | 800.00 | 42.55 | 66.67 | 1.31 | 5.3 | 2.0 |
| | Total REVENUES | 550,800.00 | 169,623.22 | 45,900.00 | 68,526.14 | 30.8 | 149.3 |
| EXPENDITURES | | | | | | | |
| 49000 | DEBT SERVICE | 572,596.00 | 131,904.10 | 47,716.34 | 54,200.00 | 23.0 | 113.6 |
| | Total EXPENDITURES | 572,596.00 | 131,904.10 | 47,716.34 | 54,200.00 | 23.0 | 113.6 |
| | Total DEBT SERVICE FUND (GENERAL) | 21,796.00 | 37,719.12 | 1,816.34 | 14,326.14 | 173.1 | 788.7 |

Summary Financial Statement
JANUARY 31, 2012

Fiscal Year Time Lapse: 58.33

412 SEWER FUND

| Account | Description | Year-To-Date | | JANUARY | | Percent Of Budget | Actual | Percent Of Avg |
|---------------------------|--|--------------------|--------------|---------------------|------------|----------------------|------------|-------------------|
| | | Budget Estimate | Actual | Estimate Avg/Mth | Actual | | | |
| REVENUES | | | | | | | | |
| 33142 | ARRA ASSISTANCE - SEWER REHAB PROJECT | 193,800.00 | 0.00 | 0.0 | 0.00 | 0.0 | 0.00 | 0.0 |
| 33191 | FEMA REIMBURSEMENT | 25,131.00 | 0.00 | 0.0 | 2,094.25 | 0.0 | 0.00 | 0.0 |
| 34900 | BULK DISPOSAL FEE | 600.00 | 600.00 | 100.0 | 50.00 | 0.0 | 0.00 | 0.0 |
| 36000 | OTHER REVENUES | 7,500.00 | 3,013.40 | 40.2 | 625.00 | 0.0 | 0.00 | 0.0 |
| 36100 | INTEREST EARNINGS | 4,000.00 | 1,320.71 | 33.0 | 333.33 | 24.1 | 80.22 | 24.1 |
| 36330 | SALE OF EQUIPMENT | 3,500.00 | 7,441.62 | 212.6 | 291.67 | 0.0 | 0.00 | 0.0 |
| 36920 | SALE OF BONDS | 6,775,200.00 | 144,214.00 | 2.1 | 564,600.00 | 0.0 | 0.00 | 0.0 |
| 37210 | APPLICATION FEES & NONREFUNDABLE DEPOSIT | 30,000.00 | 22,120.00 | 73.7 | 2,500.00 | 68.0 | 1,700.00 | 68.0 |
| 37220 | ADMINISTRATIVE FEES | 10,000.00 | 7,505.25 | 75.1 | 833.33 | 6.0 | 50.00 | 6.0 |
| 37230 | SEWER USER FEES | 2,543,000.00 | 1,493,610.10 | 58.7 | 211,916.67 | 96.9 | 205,381.74 | 96.9 |
| 37298 | CAPACITY FEES | 48,000.00 | 9,900.00 | 20.6 | 4,000.00 | 50.0 | 2,000.00 | 50.0 |
| 37995 | CONNECTION FEES | 4,800.00 | 900.00 | 18.8 | 400.00 | 37.5 | 150.00 | 37.5 |
| Total REVENUES | | 9,645,531.00 | 1,690,625.08 | 17.5 | 803,794.25 | 26.0 | 209,361.96 | 26.0 |
| EXPENDITURES | | | | | | | | |
| 49000 | DEBT SERVICE | 762,506.00 | 507,983.15 | 66.6 | 63,542.18 | 551.2 | 350,231.34 | 551.2 |
| 52117 | ADMINISTRATION AND GENERAL EXPENSES | 839,421.00 | 311,577.99 | 37.1 | 69,951.76 | 19.9 | 13,925.06 | 19.9 |
| 52210 | COLLECTION | 7,051,823.00 | 578,952.71 | 8.2 | 587,651.91 | 3.7 | 21,594.10 | 3.7 |
| 52213 | SEWER TREATMENT AND DISPOSAL | 516,236.00 | 133,961.17 | 25.9 | 43,019.68 | 22.8 | 9,805.44 | 22.8 |
| 52223 | DEPRECIATION | 586,796.00 | 342,297.69 | 58.3 | 48,899.67 | 100.0 | 48,899.67 | 100.0 |
| 58801 | ARRA ASSISTANCE - COPE CROSSING PROJECT | 0.00 | 316,775.27 | 0.0 | 0.00 | 0.0 | 0.00 | 0.0 |
| 58804 | ARRA ASSISTANCE - SEWER REHAB PROJECT | 969,000.00 | 514,315.63 | 53.1 | 80,750.00 | 0.0 | 0.00 | 0.0 |
| Total EXPENDITURES | | 10,725,782.00 | 2,705,863.61 | 25.2 | 893,815.20 | 49.7 | 444,455.61 | 49.7 |
| Total SEWER FUND | | 1,080,251.00 | 1,015,238.53 | 94.0 | 90,020.95 | 261.2 | 235,093.65 | 261.2 |

Summary Financial Statement
 JANUARY 31, 2012

Fiscal Year Time Lapse: 58.33

416 HEALTHCARE FUND

| Account | Description | Year-To-Date | | JANUARY | | Percent Of Avg |
|--------------|--|--------------------|---------------------|---------------------|------------|-------------------|
| | | Budget Estimate | Actual Of Budget | Estimate Avg/Mth | Actual | |
| REVENUES | | | | | | |
| 36000 | OTHER REVENUES | 0.00 | 1,942.15- | 0.00 | 1,942.15- | 0.0 |
| 36100 | INTEREST EARNINGS | 500.00 | 210.20- | 41.67 | 19.49- | 46.8 |
| 36350 | INSURANCE RECOVERIES | 0.00 | 290,727.07- | 0.00 | 21,712.70- | 0.0 |
| 36960 | OPERATING TRANSFER IN FROM OTHER FUNDS | 1,014,082.00 | 495,439.16- | 84,506.83 | 0.00 | 0.0 |
| | Total REVENUES | 1,014,582.00 | 788,318.58- | 84,548.50 | 23,674.34- | 28.0 |
| EXPENDITURES | | | | | | |
| 51520 | INSURANCE EMPLOYERS SHARE | 1,009,869.00- | 733,856.25 | 84,155.75- | 112,546.38 | 133.7 |
| | Total EXPENDITURES | 1,009,869.00- | 733,856.25 | 84,155.75- | 112,546.38 | 133.7 |
| | Total HEALTHCARE FUND | 4,713.00 | 54,462.33- | 392.75 | 88,872.04 | 2628.1 |

433 HILLCREST CITY CEMETERY

Summary Financial Statement
JANUARY 31, 2012

Fiscal Year Time Lapse: 58.33

| Account | Description | Year-To-Date | | Percent Of Budget | JANUARY | |
|--------------|----------------------------------|--------------------|------------|----------------------|---------------------|------------------|
| | | Budget Estimate | Actual | | Estimate Avg/Mth | Actual Of Avg |
| REVENUES | | | | | | |
| 34110 | GENERAL SERVICES | 2,028.00 | 1,894.00- | 93.4 | 169.00 | 0.0 |
| 34321 | CEMETERY BURIAL CHARGES | 300.00 | 0.00 | 0.0 | 25.00 | 0.0 |
| 34323 | GRAVE - OPENING AND CLOSING FEES | 15,450.00 | 7,050.00- | 45.6 | 1,287.50 | 108.7 |
| 36100 | INTEREST EARNINGS | 380.00 | 147.80- | 38.9 | 31.67 | 28.0 |
| 36340 | SALE OF CEMETERY LOTS | 12,000.00 | 13,500.00- | 112.5 | 1,000.00 | 0.0 |
| | Total REVENUES | 30,158.00 | 22,591.80- | 74.9 | 2,513.17 | 56.1 |
| EXPENDITURES | | | | | | |
| 43400 | CEMETERIES | 20,043.00- | 12,229.94 | 61.0 | 1,670.25- | 38.7 |
| | Total EXPENDITURES | 20,043.00- | 12,229.94 | 61.0 | 1,670.25- | 38.7 |
| | Total HILLCREST CITY CEMETERY | 10,115.00 | 10,361.86- | 102.4 | 842.92 | 90.4 |

G/L Month: 01 JANUARY
Beginning Fund: 110 Beginning Function: ZZZZZ
Ending Fund: 433 Ending Function: ZZZZZ

* End of Report: CITY OF WHITE HOUSE *

RESOLUTIONS....

February 7, 2012

MEMORANDUM

To: Board of Mayor and Aldermen

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

Re: Unclaimed Property Policy

For the duration of my tenure, the City of White House has been compliant with the State of Tennessee's Uniform Disposition of Unclaimed Property Act. Finance Staff performs the due diligence each year on any items that are outstanding. Each year this has resulted in a zero return, with no unclaimed property to report.

In an effort to better document our efforts, and to provide for a policy should we ever be audited, the attached document has been drafted. The proposed policy is recommended for approval by the Board of Mayor and Aldermen. Upon the Board's approval, this policy will be included in the Policies and Procedures documentation for the City of White House Finance Department.

Please feel free to contact me should you have any questions about the policy or the process.

RESOLUTION 12-01

**A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, ADOPTING
POLICIES AND PROCEDURES FOR UNCLAIMED PROPERTY REPORTING FOR
THE CITY OF WHITE HOUSE, TENNESSEE.**

WHEREAS, the governing body of this city desires to establish methods to provide policies on reporting and disposing of unclaimed property; and

NOW, THEREFORE, the Board of Mayor and Aldermen of the City of White House do hereby establish by resolution Policies and Procedures for Unclaimed Property Reporting.

This resolution shall be effective upon passage.

Adopted this 16th day of February 2012.

Michael Arnold, Mayor

ATTEST:

Amanda Priest, City Recorder

POLICIES AND PROCEDURES FOR UNCLAIMED PROPERTY REPORTING

EFFECTIVE: 03/01/2012

OBJECTIVE:

To provide policies on reporting and disposing of unclaimed property.

POLICY:

General Policy

1. The City of White House is subject to the state of Tennessee's Uniform Disposition of Unclaimed Property Act when the last known address of the owner is in Tennessee, in a foreign country, or is unknown, in accordance with the Unclaimed Property Law, *Tennessee Code Annotated* 66-21-101 et seq. and Regulations 1700-2-1-.01 through 1700-2-1-37. This act requires the city to exercise due diligence in attempting to locate owners of unclaimed property in its custody and to annually report certain unclaimed property to the state. Additionally, the state of Tennessee accepts unclaimed property for which the owner's last known address is in another state or commonwealth of the U.S. The state reciprocally reports this property on behalf of the city to the appropriate state or commonwealth.

Unclaimed Property

2. Tennessee's Unclaimed Property Law applies to unclaimed property items (1) that the city owes to or is holding for other organizations or individuals and (2) for which the city has had no contact with the owner for a minimum of one year up to the maximum statutory period of five years.
3. Unclaimed property includes, but is not limited to:
 - a. Uncashed payroll checks
 - b. Uncashed disbursement checks
 - c. Uncashed refund checks
 - d. Uncashed miscellaneous checks
 - e. Unidentified remittances
 - f. Credit balances in accounts receivable
4. Non-cash items are considered "lost and found" items. These items are not considered to be unclaimed property and should not be reported to the state.

Due Diligence

5. Before reporting unclaimed property as described above, the city is required to exercise due diligence in attempting to notify the property owner of amounts \$50 or greater with information on how to claim property. Sending first-class or registered mail to the last known address of the property owner constitutes due diligence. Letters must be sent

during the “Due Diligence Window” specified by the state Treasurer on the reporting date. (Property under \$50 requires no due diligence letter and is submitted to the state along with other unclaimed amounts from the same calendar year.)

6. Mail returned as “undeliverable” is evidence that the owner cannot be located. If the owner cannot be located, the property should be considered abandoned and be reported to the state as unclaimed property.
7. Unreturned mail is considered a contact (presumably, the owner has received the notification and is now aware of the property’s location). If contact is established, the property is no longer considered to be abandoned and should not be reported to the state. If the owner does not claim the property or provide the city with directions for disposing of the property within 90 days of the date of contact, the city may then assume ownership of the property.

Unclaimed Property Report

8. Tennessee law requires the annual filing of the unclaimed Property Report for all unclaimed property. The report can be submitted on the pre-printed form provided by the state Treasurer’s Office, on a tape, or on a diskette.
 - a. Reports must be filed with the state Treasurer on or before May 1 of each year and must include property presumed abandoned held as of December 31 of the appropriate reporting year. The maximum abandoned period for the city is five years. The state Treasurer may grant one 30-day extension provided a written request is received on or before May 1. Unclaimed Property Reports should be mailed or delivered to:

State Treasurer
Unclaimed Property Division
Andrew Jackson Building, Ninth Floor
Nashville, TN 37243-0242

Timetable for Unclaimed Property

9. The following timetable describes the year’s schedule for reporting unclaimed property.

December 31

End of reporting year.

January 1 – February 28

Finance office perform due diligence on appropriate items considered abandoned.

May 1

Reports, verification forms and unclaimed property (cash) are due in the state Treasurer’s Office.

Disposition of Non-Cash Items (Lost and Found)

10. Abandoned non-cash items may be:
 - a. Sold at a public auction or by sealed bids
 - b. Donated to a local charity (if not purchased through a public sale); or
 - c. Discarded or destroyed if not valuable.

11. The following provisions apply to certain types of valuable property:
 - a. **Jewelry** must be appraised and a minimum sales price established. If appraised at little or no value, the jewelry should be discarded.
 - b. **Coins** that appear to have a market value substantially higher than face value should be appraised and a minimum sales price set.
 - c. **Firearms** should be disposed of in accordance with local statutes.
 - d. **Dangerous items** (items of a combustible nature that are dangerous to store) should be safely disposed of as soon as possible.
 - e. **Illegal items** should be disposed of in accordance with instructions from proper legal authorities.

Confiscated Property

12. Confiscated property will not be considered abandoned and should be treated as city surplus property for disposal purposes. Confiscated firearms and other hazardous items should be disposed of in accordance with local statutes.

QUICK TIPS

| | |
|------------------------------|---|
| Make Checks Payable To: | Treasurer State of Tennessee Reference Unclaimed Property on your check. Include FEIN on check. |
| Mail Reports To: | Treasury Department Unclaimed Property Division P.O. Box 198649 Nashville, TN 37219-8649 |
| Remit and Report Due Date: | May 1 of current year For all property presumed abandoned as of December 31 of prior year. |
| Aggregate Instructions | Due diligence is required for all properties \$50 and above. Provide owner detail information on properties under \$50. |
| Due Diligence | Required 60 to 120 days prior to submission. Costs may NOT be charged to the owner's account. |
| Record Retention | 10 years after property becomes reportable. |
| Negative Reports | Not required at this time. |
| Notarized Signature Required | CFO notarized signature required. |
| Penalties | See Penalty Calculation Sheet |

February 7, 2012

MEMORANDUM

To: Board of Mayor and Aldermen

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

Re: POLICY FOR ADMINISTRATION OF FEDERALLY TAX-EXEMPT DEBT OBLIGATIONS

The proposed Resolution Concerning Federal Tax Policies and Procedures has been prepared by our bond counsel, Bass, Berry & Sims. This resolution most specifically addresses IRS requirements for the administration of federally tax-exempt debt obligations, and includes some points supplemental to the formal Debt Policy.

The proposed policy is recommended for approval by the Board of Mayor and Aldermen. Upon the Board's approval, this policy will be included in the Policies and Procedures documentation for the City of White House Finance Department.

Please feel free to contact me should you have any questions about the agreement or if you prefer you may direct your questions to Rick Dulaney, Managing Director for Morgan Keegan, who will be present at the meeting.

RESOLUTION 12-02

A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, ADOPTING POLICIES AND PROCEDURES FOR THE ADMINISTRATION OF FEDERALLY TAX-EXEMPT DEBT OBLIGATIONS

WHEREAS, the City of White House, Tennessee (the "Municipality") issues federally tax-exempt debt obligations from time to time, and wishes to adopt policies and procedures to ensure compliance with applicable federal rules and regulations related thereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Municipality that the federal tax compliance policies and procedures attached hereto as Exhibit A are hereby adopted and approved.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Adopted and approved this 16th day of February, 2012.

Michael Arnold, Mayor

ATTEST:

Amanda Priest, City Recorder

EXHIBIT A

CITY OF WHITE HOUSE, TENNESSEE Federal Tax Compliance Policies and Procedures

Purpose

In order to issue tax-exempt debt obligations ("Tax-Exempt Obligations"), the interest on which is excluded from gross income of the holders of such debt obligations, the City of White House, Tennessee (the "Municipality"), must comply with federal tax rules regarding expenditure of proceeds, use of financed property, investment of proceeds in compliance with arbitrage rules, retention of records and filings with the Internal Revenue Service pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). This Tax Compliance Policy sets forth the Municipality's policies for compliance with Sections 141-150 of the Code and related rules and regulations.

I. Expenditure of Proceeds

Expenditure of proceeds as set forth below will be reviewed and managed by the Finance Director of the Municipality (the "Finance Director"), as needed to ensure compliance with the requirements with each tax certificate executed in connection with Tax-Exempt Obligations. In connection with such review and management, the Finance Director will undertake the following with respect to the expenditure of proceeds of Tax-Exempt Obligations:

- Establish forms and procedures for documenting expenditures of the proceeds, including for new money issues a description of the property financed with each expenditure and for refunding issues a description of the refunded obligations and the property financed with the refunded obligations.
- Only permit proceeds to be expended for capital expenditures, working capital if accompanied by an opinion of nationally recognized bond counsel, refunding of Tax-Exempt Obligations and other debt obligations used for the foregoing purposes, and costs of issuance of Tax-Exempt Obligations.
- Not permit amounts to be expended to pay capitalized interest on Tax-Exempt Obligations except during the actual construction period of financed property unless accompanied by an opinion of nationally recognized bond counsel.
- Restrict reimbursement of costs that were paid prior to the issuance of the Tax-Exempt Obligations to costs paid subsequent to, or not more than 60 days prior to, the date a "declaration of intent" to reimburse the costs was adopted by the Municipality or as is otherwise approved by bond counsel.
- Prepare a "final allocation" of proceeds to uses, which will be made and retained with the records of the Tax-Exempt Obligations, not later than 18 months after the placed-in-service date of the financed property (and in any event not later than 5 years and 60 days after the issuance of the issue).
- Monitor the expenditure of proceeds of new-money Tax-Exempt Obligations against the tax certificate expectation to (i) spend or commit 5% of net sale proceeds within 6

months, (ii) spend 85% of net sale proceeds within 3 years, and (iii) proceed with due diligence to complete the project and fully spend the net sale proceeds.

- Monitor the expenditure of proceeds of the Tax-Exempt Obligations against the schedule for any arbitrage rebate exception or exceptions identified in the tax certificate related to such issue of Tax-Exempt Obligations.

II. Use of Property Financed with Tax-Exempt Obligations

Use of property financed with Tax-Exempt Obligations, when completed and placed in service, will be reviewed by the Finance Director on at least an annual basis.

The Municipality will not do any of the following with respect to the financed property without prior discussion with bond counsel regarding potential effect of such action on the tax exemption of the Tax-Exempt Obligations that financed or refinanced such property:

- Enter into a management, service or incentive payment contract with any non-governmental person or entity (including the federal government) (a "Non-Governmental Person").
- Enter into a lease with any Non-Governmental Person.
- Sell or otherwise transfer such property to any Non-Governmental Person.
- Grant special legal entitlements with respect to such property to any Non-Governmental Person.

If any action occurs, notwithstanding the foregoing, that causes Tax-Exempt Obligations to become private activity bonds as a result of private use of financed projects and/or private payments for parties utilizing financed projects, the Municipality will promptly consult with bond counsel as to the steps to be taken in order to remediate such change in use in accordance with the regulations under the Code, including the remediation of nonqualified bonds.

III. Investment of Proceeds

Investment of proceeds of Tax-Exempt Obligations in compliance with the arbitrage bond rules and rebate of arbitrage will be supervised by the Finance Director.

All proceeds of each Tax-Exempt Obligation will be deposited and maintained in a separate account or accounts. The investment of the proceeds of Tax-Exempt Obligations shall comply with the following:

- Investments will be purchased only in market transactions at fair market value.
- Calculations of rebate liability will be performed periodically as set forth in the tax certificate by outside consultants unless the Municipality is eligible for an exception to rebate liability with respect to the Tax-Exempt Obligations.
- Rebate payments, if required, will be made with Form 8038-T no later than 60 days after (a) each fifth anniversary of the date of issuance and (b) the final retirement of the Tax-

Exempt Obligations. Compliance with rebate requirements will be reported to the bond trustee, if any, and the issuer.

- The Municipality will identify the date for first rebate payment at the time of issuance if rebate payments are expected.

IV. Records

Management and retention of records related to Tax-Exempt Obligations will be supervised by the Finance Director.

- Records will be retained for the life of the Tax-Exempt Obligations plus any refunding bonds plus three years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to specific bond issues and compliance functions.
- Retainable records pertaining to issuance of Tax-Exempt Obligations include the transcript of documents executed in connection with the issuance of the Tax-Exempt Obligations and any amendments, and copies of rebate calculations and records of payments including Form 8038-T.
- Retainable records pertaining to expenditures of proceeds of Tax-Exempt Obligations include requisitions, trustee statements (if any) and final allocation of proceeds.
- Retainable records pertaining to use of property include all agreements reviewed for nonexempt use and any reviewed documents relating to unrelated business activity.
- Retainable records pertaining to investments include guaranteed investment contract and hedge documents under the Treasury regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

V. Miscellaneous Post-Issuance Changes

The Finance Director will consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions (*e.g.*, letter of credit or bond insurance) or hedging transactions (*e.g.*, interest rate swaps).

The Finance Director will consult with bond counsel prior to the making of any significant modifications to the bond documents that might cause a “reissuance” of the Tax-Exempt Obligations as described in Section 1.1001-3 of the Treasury regulations such as (i) changes in the yield of a Tax-Exempt Obligation, (ii) changes in the timing of payments on a Tax-Exempt Obligation or (iii) changes in the obligor or security for a Tax-Exempt Obligation.

VI. Overall Responsibility

Overall administration and coordination of this policy is the responsibility of the Finance Director. The Finance Director shall be responsible for identifying any violations of federal tax requirements relating to any Tax-Exempt Obligations and shall consult with bond counsel as to the best method for the timely correction of any identified violations either through available remedial actions or through the IRS's

Voluntary Closing Agreement Program. The Finance Director shall be responsible for obtaining and providing for the training and education necessary to administer these policies and procedures.

Adopted and approved the 16th day of February, 2012.

10505723.1

February 8, 2012

MEMORANDUM

To: Board of Mayor and Aldermen

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

Re: RECOMMENDATION FOR REFUNDING OPPORTUNITY

Our financial advisor, Rick Dulaney of Morgan Keegan, advised me in January of an opportunity to refund some existing debt. We currently have a Wastewater State Revolving Fund Loan with a balance of \$2,375,132 financed at a rate of 3.70%. The proposed refunding could reduce that rate to a projected 1.8% and result in an average annual savings of \$16,888, and an aggregate savings of \$202,665. The refunding does not extend the life of the bond. With assistance from Morgan Keegan, I submitted a refunding plan to the Comptroller's Office. We received approval on that refunding plan, and a copy of that approval is following the resolution as Attachment A.

Board approval of the resolution authorizing the refunding is recommended.

Please feel free to contact me should you have any questions about the resolution or the refunding itself. If you prefer you may direct your questions to Rick Dulaney, Managing Director for Morgan Keegan, who will be present at the meeting.

RESOLUTION NO. 12-03

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS IN AN AMOUNT NOT TO EXCEED TWO MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$2,550,000) OF THE CITY OF WHITE HOUSE, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, the City of White House, Tennessee (the "Municipality") has heretofore entered into a Revolving Fund Loan Agreement with the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority, dated effective as of August 9, 2001, in the original aggregate principal amount of not to exceed \$3,608,000 (the "Refunded Loan"); and

WHEREAS, the Refunded Loan, or a portion thereof, as shall be determined by the Finance Director, in consultation with Morgan Keegan & Company, Inc. (the "Financial Advisor"), can now be refinanced to effect a cost savings to the public; and

WHEREAS, municipalities in Tennessee are authorized by Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, to issue, by resolution, bonds to refund, redeem or make principal and interest payments on their previously issued bonds, notes or other obligations; and

WHEREAS, the Board of Mayor and Aldermen of the Municipality has heretofore determined that in order to provide the funds necessary to accomplish said refunding of the Refunded Loan, or a portion thereof, it is necessary to issue general obligation refunding bonds of the Municipality; and

WHEREAS, the plan of refunding for the Refunded Loan has been submitted to the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has acknowledged receipt thereof to the Municipality and submitted a report thereon to the Municipality, which is attached hereto as Exhibit A; and

WHEREAS, it is the intention of the Board of Mayor and Aldermen to adopt this resolution for the purpose of authorizing not to exceed \$2,550,000 in aggregate principal amount of said bonds as provided herein, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF WHITE HOUSE, TENNESSEE, AS FOLLOWS:

SECTION 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

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

(a) "Bonds" means not to exceed \$2,550,000 General Obligation Refunding Bonds of the Municipality, in one or more emissions, to be dated their date of issuance, and having such designation and such other dated date as shall be determined by the Mayor pursuant to Section 10 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "City Recorder" means the City Recorder for the Municipality or her lawfully acting designee; and

(d) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, repairing and insuring the System, including the cost of salaries, wages, cost of material and supplies and insurance premiums, but shall exclude depreciation and interest expense;

(f) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(h) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(i) "Finance Director" means the Finance Director of the Municipality or her lawfully acting designee;

(j) "Governing Body" means the Board of Mayor and Aldermen of the Municipality;

(k) "Gross Earnings" means all revenues, rentals, earnings and income of the System from whatever source, including all revenues derived from the operation of the System, including proceeds from the sale of property; proceeds of insurance and condemnation awards and compensation for damages, to the extent not applied to the payment of the cost of repairs, replacements and improvements; and all amounts realized from the investment of funds of the System, including money in any accounts and funds created by this resolution, and resolutions authorizing any Prior Lien Obligations and resolutions authorizing any Parity Bonds or subordinate lien bonds (excluding any investment earnings from funds created to refund any outstanding bonds of the System or deposited to a construction fund established by a resolution authorizing such bonds to the extent set forth in such resolution);

(l) "Mayor" means the Mayor of the Municipality or his lawfully acting designee;

(m) "Municipality" means the City of White House, Tennessee;

(n) "Net Revenues" means Gross Earnings of the System, less Current Expenses, excluding any profits or losses on the sale or other disposition, not in the ordinary course of business, or investments or fixed or capital assets;

(o) "Parity Bonds" means bonds issued on a parity with the Bonds herein authorized in accordance with the restrictive provisions of Section 8 hereof;

(p) "Prior Lien Obligations" means the Revolving Fund Loan Agreements by and between the Municipality, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority, dated effective as of September 3, 2009, in the original aggregate principal amount of not to exceed \$1,000,000, dated effective as of April 28, 2010, in the original aggregate principal amount of not to exceed \$360,000, and dated effective as of March 16, 2011, in the original aggregate principal amount of not to exceed \$969,000.

(q) "Refunded Loan" means the Revolving Fund Loan Agreement by and between the Municipality, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority, dated effective as of August 9, 2001, in the original aggregate principal amount of not to exceed \$3,608,000;

(r) "Registration Agent" means the registration and paying agent for the Bonds appointed by the Mayor pursuant to Section 4 this resolution; and

(s) "System" means the wastewater system of the Municipality, together with, and including all wastewater system properties of every nature hereafter owned by the Municipality, including all improvements and extensions made by the Municipality while the Bonds remain outstanding, and including all real and personal property of every nature comprising part of or used or useful in connection with the wastewater system, and including all appurtenances, contracts, leases, franchises and other intangibles.

SECTION 3. Findings of the Governing Body. It is hereby found and determined by the Governing Body that the refunding of the Refunded Loan as set forth herein through the issuance of the Bonds will result in the reduction in debt service payable by the Municipality over the term of the Refunded Loan thereby effecting a net present value savings to the public.

SECTION 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to refund the Refunded Loan and to pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 11 hereof, there are hereby authorized to be issued, in one or more emissions, general obligation refunding bonds of the Municipality in an aggregate principal amount of not to exceed \$2,550,000. The Bonds shall be issued in fully registered, book-entry only form, or otherwise, as provided herein, without coupons, shall be known as "General Obligation Refunding Bonds" and shall be dated the date of issuance, or such other designation and dated date as shall be determined by the Mayor pursuant to Section 10 hereof. The rate or rates on the Bonds shall not exceed the maximum rate permitted by applicable law. Subject to the adjustments permitted pursuant to Section 10 hereof, interest on the Bonds shall be payable semi-annually on June 1 and December 1 in each year, commencing June 1, 2012. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof, and shall mature, either serially or through mandatory redemption, commencing on June 1, 2012, and continuing on the first day of June of each year thereafter through and including June 1, 2024, the

final maturity date (subject to the adjustments permitted pursuant to Section 10 hereof), in such amounts as shall be established in the award certificate for the Bonds.

(b) Subject to the adjustments permitted pursuant to Section 10 hereof, the Bonds shall not be subject to optional redemption prior to maturity. If, as permitted by Section 10 hereof, the Mayor decides to sell the Bonds subject to optional redemption and less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 10 hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, or as otherwise determined pursuant to Section 10 hereof, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 10 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 10 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Term Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Term Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Term Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Term Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond

registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

(e) The Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds, and the Registration Agent, so appointed, is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal, premium, if any, and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds canceled and destroyed and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Special Record Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and with the official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon and attested by the manual or facsimile signature of the City Recorder.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the Municipality shall discontinue the Book-Entry System with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser(s) certify that it intends to hold the Bonds for its own account and has no present intent to reoffer the Bonds, then the Municipality and the purchaser may agree to waive the use of DTC.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO

RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, teletype or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

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

SECTION 5. Security and Source of Payment. The Bonds shall be payable primarily from and be secured by a pledge of the Net Revenues to be derived from the operation of the System, subject to prior pledges of such Net Revenues in favor of the Prior Lien Obligations; and in the event of a deficiency of such Net Revenues, the Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

SECTION 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTIES OF ROBERTSON AND SUMNER
CITY OF WHITE HOUSE
GENERAL OBLIGATION REFUNDING BOND, SERIES 2012

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That the City of White House (the "Municipality"), a municipal corporation lawfully organized and existing in Robertson and Sumner Counties, Tennessee, for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth [(or upon earlier redemption as set forth herein)], and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [June 1, 2012] and semi-annually thereafter on the first day of [December] and [June] in each year until this Bond matures [or is redeemed]. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC

Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of this issue are not subject to optional redemption.]

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ and _____ on the redemption dates set forth below opposite the respective maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. The Bonds to be so redeemed within such maturity shall be selected by lot or in such other random manner as the Registration Agent in its discretion may determine. The dates of redemption and principal amount of the Bonds to be redeemed on said dates are as follows:

| <u>Maturity Date</u> | <u>Redemption Date</u> | <u>Principal Amount of Bonds to be Redeemed</u> |
|----------------------|------------------------|---|
| _____ | _____ | \$ _____ |
| | _____* | _____ |
| _____ | _____ | \$ _____ |
| | _____* | _____ |

*final maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds maturing _____ and _____, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation for any Bonds maturing _____ and _____, which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory redemption provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory redemption shall be accordingly reduced.]

[Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.]

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made[, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality for the purpose of providing funds to refund the Municipality's outstanding Revolving Fund

Loan Agreement with the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority, dated effective as of August 9, 2001, in the original aggregate principal amount of not to exceed \$3,608,000, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of Mayor and Aldermen of the Municipality on February 16, 2012 (the "Resolution").

This Bond is payable primarily from and secured by a pledge of the income and revenues to be derived from the operation of the Municipality's wastewater system (the "System"), subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said System and to prior pledges of such revenues in favor of the Municipality's outstanding Revolving Fund Loan Agreements by and between the Municipality, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority, dated effective as of September 3, 2009, in the original aggregate principal amount of not to exceed \$1,000,000, dated effective as of April 28, 2010, in the original aggregate principal amount of not to exceed \$360,000, and dated effective as of March 16, 2011, in the original aggregate principal amount of not to exceed \$969,000. In the event of a deficiency in such revenues, this Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of [premium, if any,] and interest on this Bond, the full faith and credit of the Municipality are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor with his manual [or facsimile] signature and attested by its City Recorder with her manual [or facsimile] signature under an impression [or facsimile] of the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF WHITE HOUSE, TENNESSEE

BY: _____
Mayor

(SEAL)

ATTESTED:

City Recorder

Transferable and payable at the
principal corporate trust office of: _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of the City of White House, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

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

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

[End of Bond Form]

SECTION 7. Pledge of Net Revenues and Levy of Tax. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, there is hereby pledged for such payment the Net Revenues derived from the operation of the System, subject to prior pledges of such Net Revenues in favor of the Prior Lien Obligations, in amounts not exceeding the amounts required to make such payments as they come due. In the event of a deficiency in such Net Revenues for the purposes herein provided, the Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year; provided, however, that the tax so levied in any year may be proportionately reduced by the amount of money actually on hand from the Net Revenues of the System and available for the payment of such principal, premium, if any, and interest. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from the general funds of the Municipality to the payment of debt service on the Bonds.

SECTION 8. Equality of Lien; Prohibition of Prior Lien; Parity Bonds. The punctual payment of principal of, premium, if any, and interest on the Bonds shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or execution or delivery, and, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing and insuring the System and the payment of Prior Lien Obligations, the Net Revenues of the System are hereby irrevocably pledged to the punctual payment of such principal, premium, if any, and interest as the same become due.

Except as hereinafter provided, the Municipality will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Net Revenues of the System on a parity with or having priority over the Bonds.

Additional bonds, notes and other obligations may hereafter be issued on parity with the Bonds under the following conditions but not otherwise:

(a) Additional bonds, notes and other obligations may be issued on parity with the Bonds without regard to the requirements of subsection (b) of this Section if such bonds, notes and other obligations shall be issued for the purpose of refunding any of the Bonds or Parity Bonds which shall have matured or which shall mature not later than three (3) months after the date of delivery of such refunding bonds, notes and other obligations.

(b) Additional bonds, notes and other obligations may be issued on parity with the Bonds if all of the following conditions are met:

(i) The Net Revenues of the System for any twelve (12) consecutive months during the eighteen (18) months immediately preceding the issuance of the additional bonds must have been equal to 1.20 times the maximum annual interest and principal requirements for any succeeding fiscal year on all bonds, notes and other debt obligations then outstanding payable from the Gross Earnings of the System (but excluding any bonds, notes and other debt obligations to be refunded from the proceeds of such bonds proposed to be issued) and the bonds, notes and other debt obligations so proposed to be issued; provided, however, that if prior to the authorization of such additional bonds, notes and other debt obligations the Municipality shall have adopted and put into effect a revised schedule of rates for the System or expanded the System (or will expand the System in connection with the issuance of the

additional bonds) so that its capacity is increased, then the Net Revenues for the twelve (12) months of the eighteen (18) months immediately preceding the issuance of such additional bonds, notes or other debt obligations, as certified by an independent engineer or engineering firm with a favorable reputation for skill and experience in the design and operation of wastewater systems or a nationally recognized firm of financial feasibility consultants having a favorable reputation for skill and experience in the financial feasibility of wastewater systems, which would have resulted from such rates had they been in effect for such period or would have resulted from such additional capacity, may be used in lieu of the actual Net Revenues for such period;

(ii) No default in the payment of principal of and interest on the Bonds and any Parity Bonds shall have occurred; and

(iii) The proceeds of the additional bonds, notes and other obligations must be used solely for the making of improvements, extensions, renewals or replacements to the System, or to refund Bonds, any Parity Bonds, Prior Lien Obligations or subordinate lien bonds, notes or other obligations the proceeds of which were used for the System.

SECTION 9. Charges for Services Supplied by the System. While the Bonds and any Parity Bonds remain outstanding and unpaid, the Municipality covenants and agrees that it will permit no free service to be furnished to any consumer or user whatsoever, and the charges for all services supplied through the medium of the System to the Municipality and its residents and to all consumers shall be reasonable and just, taking into account and consideration the cost and value of the System and the cost of maintaining, operating, repairing, and insuring the System, and the proper and necessary allowances for the depreciation thereof, and the amounts necessary for the payment of principal of, premium, if any, and interest on all bonds and other obligations payable from such Net Revenues, and there shall be charged against all users of the services of the System such rates and amounts as shall be fully adequate to meet the debt service requirements of the Bonds.

SECTION 10. Sale of Bonds.

(a) The Mayor is authorized to sell the Bonds or any emission thereof at a public sale, at a price of not less than 99% of par, exclusive of original issue discount, plus accrued interest, and is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the Municipality, provided that the rate or rates on none of the Bonds exceeds the maximum interest rate permitted by applicable law. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(b) To facilitate the sale of the Bonds or any emission thereof in a manner that is in the best interest of the Municipality and achieves the Municipality's objectives, the Mayor is authorized:

- (1) to change the dated date of the Bonds, or any emission thereof, to a date other than the date of issuance and to change the designation of the Bonds or any emission thereof to a designation other than "General Obligation Refunding Bonds";
- (2) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the Municipality and results in the greatest cost savings for the Municipality, to sell less than the principal amount authorized herein and to refund all or any portion of the Refunded Loan;

- (3) to adjust the principal and interest payment dates and maturity amounts of the Bonds or any emission thereof, provided that (i) the total principal amount of all emissions of the Bonds does not exceed the total amount of Bonds authorized herein, (ii) the first maturity date of the Bonds or any emission thereof does not exceed two (2) years from the dated date of such emission of the Bonds and (iii) the final maturity date of each emission shall not exceed one year later than the final payment date of the Refunded Loan;
- (4) to provide for optional redemption of the Bonds or any emission thereof, provided that the redemption premium, if any, does not exceed two percent (2%) of the par amount of the Bonds called for redemption;
- (5) to sell the Bonds or any emission thereof or any maturities thereof as serial Bonds or Term Bonds with mandatory redemption requirements corresponding to the maturity dates set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and
- (6) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the Municipality and to enter into agreements with such insurance company with respect to any emission of Bonds to the extent not inconsistent with this resolution.

(c) The Mayor is authorized to sell the Bonds, or any emission thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any emission thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more emissions or series as he shall deem to be advantageous to the Municipality, provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total principal amount of Bonds authorized by the resolution and bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The Mayor and the City Recorder, or either of them, are authorized to cause the Bonds or any emission thereof to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish and deliver all certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Bonds.

SECTION 11. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be applied by the Municipality as follows:

(a) all accrued interest, if any, shall be deposited to the appropriate fund of the Municipality to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds;

(b) an amount, which together with legally available funds of the Municipality, if any, will be sufficient to pay principal of and interest on the Refunded Loan (subject to adjustments permitted by Section 10 above) shall be paid to the Tennessee Local Development Authority for immediate prepayment of such Refunded Loan; and

(c) the remainder of the proceeds of the sale of the Bonds shall be used to pay the costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, bond insurance premium, if any, administrative and clerical costs, rating

agency fees, Registration Agent fees and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds.

SECTION 12. Official Statement. The Mayor, the Finance Director and the City Recorder, or any of them, are hereby authorized and directed to provide for the preparation and distribution, electronic or otherwise, of a Preliminary Official Statement describing the Bonds. After the Bonds have been sold, the Mayor, the Finance Director and the City Recorder, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, the Finance Director and the City Recorder, or any of them, shall arrange for the delivery to the successful bidder of a reasonable number of copies of the Official Statement, within seven (7) business days after the Bonds have been sold or awarded, for delivery by the successful bidder to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of its bidding or selling group initially sell the Bonds.

The Mayor, the Finance Director and the City Recorder, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds for its own account and has no present intention to reoffer the Bonds.

SECTION 13. Prepayment of the Refunded Loan. The Mayor, the Finance Director and the City Recorder, or any of them, are hereby authorized and directed to take all steps necessary to prepay the Refunded Loan, including any action required for prepayment by the terms of the Refunded Loan or the resolution of the Municipality authorizing the Refunded Loan.

SECTION 14. Federal Tax Matters. The Municipality recognizes that the purchasers and owners of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the Municipality agrees that it shall take no action which may cause the interest on any of said Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the Municipality that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming taxable. The Mayor, the Finance Director and the City Recorder, or any of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality.

Following the issuance of the Bonds, the Finance Director is directed to administer the Municipality's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

SECTION 15. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

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

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

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

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, "Federal Obligations" shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

SECTION 16. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

SECTION 17. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

SECTION 18. Qualified Tax-Exempt Obligations. The Governing Body hereby designates the Bonds as "qualified tax-exempt obligations," within the meaning of Section 265 of the Internal Revenue Code of 1986, as amended, if and to the extent the Bonds may be so designated and to the extent not "deemed designated".

SECTION 19. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 20. Compliance with Debt Management Policies. As required by the State Funding Board of the State of Tennessee, the Municipality has adopted debt management policies. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's debt management policies and, specifically, the Municipality's policy to currently refund prior debt where the refunding generates positive net present value savings. In accordance with the Municipality's debt management policies, the Mayor, in consultation with the Finance Director and Financial Advisor, is hereby authorized to take the savings generated by the refunding of the Refunded Loan in a manner other than a traditional year-to-year level savings pattern if beneficial to the Municipality. After careful consideration of the value of a call option, the Mayor and Finance Director, in consultation with the Financial Advisor, have determined that the Bonds shall be non-callable if such determination results in a desired level of interest rate savings to the Municipality. In the event that the issuance and sale of the Bonds is in conflict with the provisions of the Municipality's debt management policies, the terms and conditions of this resolution shall control, and the debt management policies shall be deemed to have been accordingly amended for purposes of the issuance and sale of the Bonds.

SECTION 21. Approval of Professional Agreements and Cost Disclosures. The Municipality has heretofore been provided with a financial advisory agreement by the Financial Advisor (the "Financial Advisory Agreement") and an engagement letter (the "Engagement Letter") by Bass, Berry & Sims PLC, as Bond Counsel ("Bond Counsel"), for their respective services in connection with the issuance of the Bonds. The Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds and provides an estimate of Bond Counsel's fees. The Financial Advisory Agreement details the financial advisory relationship to be entered into and the services to be provided by the Financial Advisor in connection with the Bonds and provides an estimate of all costs of issuance for the Bonds, including the Financial Advisor's fees. The

Governing Body hereby authorizes the Mayor to enter into and approve both the Financial Advisory Agreement and Engagement Letter.

SECTION 22. Repeal of Conflicting Resolutions. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed.

SECTION 23. Effective Date. This resolution shall take effect from and after its passage, the general welfare of the City of White House, Tennessee, requiring it.

[signature page follows]

Adopted and approved this 16th day of February, 2012.

By: _____
MAYOR

ATTEST:

CITY RECORDER

STATE OF TENNESSEE)
)
COUNTIES OF ROBERTSON AND SUMNER)

I, Amanda Priest, certify that I am the duly qualified and acting City Recorder of the City of White House, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on February 16, 2012; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an aggregate principal amount of not to exceed \$2,550,000 General Obligation Refunding Bonds of said Municipality.

WITNESS my official signature and seal of said Municipality this _____ day of _____, 2012.

City Recorder

(SEAL)

EXHIBIT A

REPORT ON PLAN OF REFUNDING

10482676.6



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986

January 30, 2012

Honorable Mike Arnold, Mayor
City of White House
105 College Street
White House, TN 37188

Dear Mayor Arnold:

This letter acknowledges receipt of a request on January 27, 2012, to review a refunding plan for the maximum authorized amount of \$2,550,000 General Obligation Refunding Bonds, Series 2012 (the "2012 Bonds") to currently refund \$2,375,132 Wastewater State Revolving Fund Loan, Dated 08/09/2001 (the "Refunded Loan").

Pursuant to the provisions of Title 9, Chapter 21, *Tennessee Code Annotated* a plan of refunding must be submitted to our Office for review prior to the adoption of a resolution by the governing body of a local government authorizing the issuance of refunding bonds secured, in whole or in part, by the full faith and credit and unlimited taxing power of the City. The data presented in the plan of refunding includes the assertions of the City and may not reflect either current market conditions or market conditions at the time of sale.

The 2012 Bonds are being issued as an economic refunding for cost savings. The City of White House has adopted a Debt Management Policy as prescribed by the State Funding Board and filed it with this office. The proposed refunding meets the criteria set by the City in its policy of a 3% net present value savings threshold before commencing with a refunding. The refunding plan shows an estimated net present value savings of 8.28% of the refunded principal.

Report of the Review of a Plan of Refunding

Enclosed is the report of the review of this plan of refunding required by *Tennessee Code Annotated* Section 9-21-903 for distribution to the members of the Board of Mayor and Alderman.

This report and the submitted plan of refunding are to be placed on the City's website. The same report is to be provided to each member of the Board of Mayor and Alderman and reviewed at the Public Meeting at which the proposed refunding bond resolution will be presented.

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity.

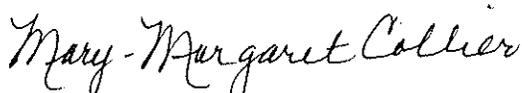
This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The City should discuss these issues with a bond counsel.

This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office, at that time we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Such statement must be submitted by either the Chief Executive Officer or the Chief Financial Officer of the local government. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard to the report currently being issued by this Office, during the initial 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Officer notifies our Office that the plan of refunding which has been submitted is no longer valid.

We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our Office should subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our Office will be necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the issuance of the proposed indebtedness.

Enclosed is a revised form CT-0253 - Report on Debt Obligation. The Form CT-0253 must be filed not later than forty-five (45) days following the issuance or execution of a debt obligation by or on behalf of any public entity, with the Director of the Office of State and Local Finance at StateandLocalFinance.PublicDebtForm@cot.tn.gov or the mailing address on this letter. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation.

Sincerely,



Mary-Margaret Collier
Director of the Office of State & Local Finance

Cc: Honorable Keith Durham, Mayor of the City of Lawrenceburg
Mr. Jim Arnette, Director of County Audit, COT
Mr. Dennis Dycus, Director of Municipal Audit, COT
Ms. Charlotte Soporowski, Finance Director, City of White House
Mr. Rick Dulaney, Morgan Keegan & Company, Inc.
Mr. Steven McCoy, Morgan Keegan & Company, Inc.
Ms. Karen Neal, Esq., Bass Berry & Sims PLC

Enclosures (2): Report of the Director of the Office of State & Local Finance
State Form CT-0253, Report on Debt Obligation.

**REPORT OF THE DIRECTOR OF STATE AND LOCAL FINANCE
CONCERNING THE PROPOSED ISSUANCE OF
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012
CITY OF WHITE HOUSE, TENNESSEE**

The City of White House (the "City") submitted a plan of refunding (the "Plan"), as required by *Tennessee Code Annotated* Section 9-21-903 regarding the proposed maximum issuance of \$2,550,000 General Obligation Refunding Bonds, Series 2012 (the "2012 Bonds"). The Series 2012 Bonds will currently refund the \$2,375,132 Wastewater State Revolving Fund Loan, Dated 08/09/2001 (the "Refunded Loan").

The Plan was prepared with the assistance of the City's Underwriter, Morgan Keegan. The City plans to issue the 2012 Bonds by competitive sale.

Refunding Analysis

The 2012 Bonds, as described in the Plan, appear to meet the City's debt management policy criteria for an economic refunding with at least 3% of net present value savings. The refunding plan reflects an estimated net present value savings of \$196,654 or 8.28% of the \$2,375,132 refunded principal (see page 1 of the Plan). These savings are created by reducing the average coupon on the 2012 Bonds from 3.696% to 1.805% on the Refunding Bonds. The average life of the 2012 Bonds does not change from that of the Refunded Loan. The final maturity is June 01, 2024 (see page 1 & 11 of the Plan).

The costs of issuance are provided on page 13 of the Plan. Total cost of issuance is \$73,600 or \$29.98 per \$1,000 of par amount for the 2012 Bonds. Included in the cost of issuance is an Underwriter's Discount of \$24,550.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the Office for the proposed Plan or a determination that a refunding is advantageous or necessary nor that any of the Refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the City. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions at the time of sale.


Mary-Margaret Collier
Director of the Office of State and Local Finance
Date: January 30, 2012

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:

Name _____
Address _____

2. Debt Obligation:

- a. Bond
- b. CON
- c. BAN
- d. GAN
- e. TRAN
- f. CRAN
- g. Capital Lease
- h. Loan Agreement

Note: Enclose a copy of the executed NOTE FORM if applicable.

5. Face Amount of Debt Obligation: _____

Premium/Discount: _____

6. Type of Sale:

- | | |
|--------------------------|----------------------------|
| <input type="checkbox"/> | a. Competitive Public Sale |
| <input type="checkbox"/> | b. Informal Bid |
| <input type="checkbox"/> | c. Negotiated Sale |
| <input type="checkbox"/> | d. Loan Program |

3. Security For Debt Obligation:

- | | |
|--------------------------|-----------------------------------|
| <input type="checkbox"/> | a. General Obligation |
| <input type="checkbox"/> | b. General Obligation+Revenue+Tax |
| <input type="checkbox"/> | c. Revenue |
| <input type="checkbox"/> | d. TIF |
| <input type="checkbox"/> | e. Annual Appropriations |

7. Tax Status:

- | | |
|--------------------------|--------------------------------|
| <input type="checkbox"/> | a. Tax Exempt |
| <input type="checkbox"/> | b. Tax Exempt - Bank Qualified |
| <input type="checkbox"/> | c. Taxable |

8. Dated Date: _____

9. Issue Date (Closing Date): _____

4. Purpose of Issue:

- | | | |
|--------------------------|-----------------------------|---------|
| <input type="checkbox"/> | a. General Government | _____ % |
| <input type="checkbox"/> | b. Education | _____ % |
| <input type="checkbox"/> | c. Highways and Streets | _____ % |
| <input type="checkbox"/> | d. Public Safety | _____ % |
| <input type="checkbox"/> | e. Solid Waste Disposal | _____ % |
| <input type="checkbox"/> | f. Industrial Park | _____ % |
| <input type="checkbox"/> | g. Manufacturing Facilities | _____ % |
| <input type="checkbox"/> | h. Health Facilities | _____ % |
| <input type="checkbox"/> | i. Airports | _____ % |
| <input type="checkbox"/> | j. Utilities | |
| <input type="checkbox"/> | i. Water | _____ % |
| <input type="checkbox"/> | ii. Sewer | _____ % |
| <input type="checkbox"/> | iii. Electric | _____ % |
| <input type="checkbox"/> | iv. Gas | _____ % |
| <input type="checkbox"/> | k. Refunding or Renewal | _____ % |
| <input type="checkbox"/> | l. Other _____ | _____ % |
- specify

10. Ratings:

- | | |
|----------------------|-------|
| a. Moody's | _____ |
| b. Standard & Poor's | _____ |
| c. Fitch | _____ |
| d. Unrated | _____ |

11. Interest Cost:

- | | | |
|---------|--------------------------|---|
| _____ % | <input type="checkbox"/> | a. TIC |
| | <input type="checkbox"/> | b. NIC |
| | <input type="checkbox"/> | c. Variable: Index _____ plus _____ bps |
| | <input type="checkbox"/> | d. Other _____ |

12. Recurring Costs:

- | | |
|------------------------------|-------|
| a. Remarketing Agent (bps) | _____ |
| b. Liquidity (bps) | _____ |
| c. Credit Enhancements (bps) | _____ |

**INSTRUCTIONS FOR PREPARATION OF STATE FORM CT-0253
REPORT ON DEBT OBLIGATION
DO NOT ADD TO, DELETE FROM OR CHANGE THIS FORMAT**

1. Issuer Include the full name and address of the public entity. (This is NOT the bank or lending institution.)

2. Debt Obligation Identify the type of debt obligations being issued either as a bond, note [capital outlay (CON), bond anticipation (BAN), grant anticipation (GAN), tax and revenue anticipation (TRAN), or capital revenue anticipation (CRAN)], capital lease or loan agreement. Note: For all notes, attach a copy of the executed Note Form. Form CT-0253 must be filed for any loan from the State Revolving Fund, a Public Building Authority, the Energy Efficient Schools Initiative or the Tennessee Local Development Authority. A line of credit is a CON. A lease/lease purchase includes Certificates of Participation.

3. Security for Debt Obligation Indicate the security for the debt obligation. Annual appropriations are applicable ONLY to lease/lease purchase obligations.

4. Purpose of Issue Indicate the purpose(s) of the debt issue. If the debt is issued for multiple purposes, provide the percentage of the amount of debt issued in each category. If final percentages have not been determined for multiple purposes, use reasonable estimates.

5. Face Amount of Debt Obligation Indicate the face or par amount of debt issued. When debt is issued in multiple series of bonds, a separate Form CT-0253 should be completed for each series (i.e. 2012 Series A, 2012 Series B).

6. Type of Sale Indicate whether the debt was sold through a competitive sale, negotiated sale or through an agreement under a loan program. If the debt is a loan agreement, specify the name of the loan program, i.e. State Revolving Fund, Tennessee Local Development Authority, Public Building Authority, Energy Efficient Schools Initiative.

7. Tax Status Indicate whether the interest on the debt is intended to be exempt from federal income taxation. If the debt is both taxable and tax-exempt, a separate Form CT-0253 must be completed for each.

8. Dated Date Indicate the date of the debt obligation which is the date that interest begins to accrue on the obligation.

9. Issue Date (Closing Date) Indicate the date that proceeds of the debt obligation are received by the Public Entity.

10. Rating Specify the rating(s) the debt obligation has been assigned, or indicate that the debt is unrated.

11. Interest Cost Indicate the interest rate percentage and method used to determine the rate. If the rate is the variable, indicate the first assigned rate specifying the index plus spread. TIC is True Interest Cost. NIC is Net Interest Cost.

12. **Recurring Costs** List the ongoing or recurring costs involved in connection with remarketing, liquidity, and credit enhancement, specifying any periodic fees and charges that may be incurred on a per transaction basis. If the periodic fees are not based on the outstanding principal balance of debt, please specify how the fees are calculated.
13. **Maturity** Indicate the year that principal is paid, the principal amount maturing in each year and the interest rate for each maturity. Provide the weighted average maturity for the debt.
14. **Debt Repayment Schedule** Indicate the cumulative par amount of both this issue and total debt outstanding for this security pledge that will mature in each of the identified years. Use additional lines if necessary.
15. **Itemized Description of the Cost of Issuance** Indicate all costs incurred in the initial issuance of the debt, rounded to the nearest dollar. Do not include related costs that may recur on a periodic basis while the debt is outstanding. Amounts reported should include professional fees and any expenses, such as long distance calls or printing costs. If the financial advisor fee includes any other costs such as legal, printing, or rating fees, these costs should be itemized separately. Item (i) is only applicable to a negotiated sale where such costs are incurred. Legal fees not identified separately on the form should be listed in the blank spaces under legal fees. If there are costs that are not identified by categories shown on the form, indicate these in the "other costs" category. If more than one debt issuance is involved, show a pro-rata share of the issue costs on each Form CT-0253. A copy of the final disclosure statement or official statement, if developed, must be included with Form CT-0253.

For Parts 16, 17 and 18, attach additional pages as necessary.

16. **Description of Continuing Disclosure Obligations** Briefly describe any continuing disclosure obligations the Public Entity has agreed to make and the documentation of the obligations. Identify the individual responsible for making the disclosures. Indicate the date the annual disclosure is due.
17. **Description of Compliance with Written Debt Management and, if Policy** A copy of the current written Debt Management Policy must be included with Form CT-0253 unless it has previously been filed with the Office of State and Local Finance. Debt Policy revisions and amendments also need to be submitted to the Office of State and Local Finance. Indicate how the Debt Obligation Policy complies with the Policy, citing specific sections any, criteria or limitations included in Policy (such as refunding savings, debt ratios, or percentage of variable rate debt outstanding).
18. **Description of Derivative and Compliance with Written Derivative Policy** Derivative: If a Derivative is related to the Debt Obligation, include copies of the relevant Letter of Compliance and the current written Derivative Policy with Form CT-0253 unless it has previously been filed with the Office of State and Local Finance. Indicate how the Derivative complies with the Policy, citing specific sections and, if any, criteria or limitations included in the Policy.

19. Signatures of
the Authorized
Representative
and Preparer

The authorized representative is the chief executive officer of the public entity, i.e. County Executive, Mayor, President, Chairman, etc. If Form CT-0253 is prepared by someone other than the authorized representative, indicate in the space provided. However, the authorized representative must still sign the form.

20. Filing

The Form CT-0253 must be filed with the governing body not later than forty-five (45) days following the issuance or execution of a debt obligation by or on behalf of any Public Entity and with the Director of the Office of State and Local Finance. Public Entities that fail to comply with the requirements of TCA Section 9-21-151 will not be allowed to enter into any further Debt Obligations or Derivatives until they have complied with the law.

APPENDIX A

DEFINITIONS

“Chief Executive Officer” means County Executive, Mayor, President, or Chairman

“Debt obligation” means bonds, notes, capital leases, loan agreements, and any other evidence of indebtedness lawfully issued, executed or assumed by a Public Entity.

“Derivative” means an interest rate agreement, as defined in TCA § 9-22-103.

“Finance transaction” means debt obligations, derivatives, or both.

“Public entity” means the state, a state agency, a local government, a local government instrumentality, or any other authority, board, district, instrumentality, or entity created by the state, a state agency, local government, a local government instrumentality, or combination, thereof.

INCORRECT OR INCOMPLETE FORMS WILL BE RETURNED!!!

ORDINANCES....

MEMORANDUM

TO: White House Board of Mayor and Aldermen,
Chief Gerald Herman, City Administrator

FROM: Addam McCormick, City of White House

DATE: January 10, 2012

RE: Zoning Ordinance Amendment: Flood Maps

The White House Regional Planning Commission on Monday January 9, 2012, recommended approval of the zoning ordinance and zoning map amendment for the 2012 Sumner County FEMA Flood Maps and Flood Insurance Study. The City in 2011 adopted the State of TN's model flood plain zoning ordinance but during a recent audit by State representatives, it was determined that three definitions needed to be added to the ordinance.

City staff reviewed the 2012 Flood Maps and no significant changes are included to the map from the current maps. The Flood Insurance Study includes high water and design elevations for creeks and rivers that are used in connection with the maps for designing building and structures in the regulated flood plains and flood ways.

ORDINANCE NO. 12-01

AN ORDINANCE AMENDING THE CITY OF WHITE HOUSE, TENNESSEE MUNICIPAL ZONING ORDINANCE BY AMENDING ARTICLE V, ZONING DISTRICTS

WHEREAS, the City of White House, Tennessee desires regulating development within the corporate limits of White House, Tennessee by minimizing danger to life and property due to flooding, and to establish eligibility for participation in the National Flood Insurance Program;

Whereas, the White House Municipal Planning Commission has duly recommended to the Board of Mayor and Aldermen that the Official Zoning Ordinance and Zoning Map of the City of White House, Tennessee, be amended as hereinafter described; and

Whereas, the Board of Mayor and Aldermen have reviewed such recommendation and have conducted a public hearing thereon.

NOW THEREFORE BE IT ORDAINED BY THE CITY OF WHITE HOUSE, TENNESSEE, AS FOLLOWS:

ARTICLE V, ZONING DISTRICTS, is hereby amended by the addition of new definitions and the reference to 2012 Sumner County Flood Insurance Rate Map and Flood Elevation Study, which reads as follows:

5.055 Floodway and Flood Fringe Districts

Amendment#1

Article V Zoning Districts
Section 5.055 Floodway and Flood Fringe Districts
Article II Definitions

Amendment to include the following definitions:

"Act" means the statutes authorizing the National Flood Insurance Program that are incorporated in 42 U.S.C. 4001-4128.

"Breakaway Wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

"Floor" means the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Amendment#2

Article V Zoning Districts
Section 5.055 Floodway and Flood Fringe Districts
Article III General Provisions
Section B. Section B. Basis for Establishing the Areas of Special Flood Hazard
ARTICLE III. GENERAL PROVISIONS

B. Basis for Establishing the Areas of Special Flood Hazard

The Areas of Special Flood Hazard identified on the City of White House , Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Numbers (Sumner County Maps) 0125, 0257, 0259, 0260, 0267, 0270, and 0280, 252*, 254*, and 262* dated April 17, 2012 and (Robertson County Maps) 405, 410, and 415 dated April 16, 2008, along with all

supporting technical data, are adopted by reference and declared to be a part of this Ordinance. * *Currently non-printed maps.*

BE IT FURTHER ORDAINED 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:

Second Reading:

Michael Arnold, Mayor

ATTEST:

Amanda Priest, City Recorder

MEMORANDUM

TO: White House Board of Mayor and Aldermen,
Chief Gerald Herman, City Administrator

FROM: Addam McCormick, City of White House

DATE: January 10, 2012

RE: Zoning Ordinance Amendment: Building Setback Exemptions

The White House Regional Planning Commission at the October 11, 2011, meeting recommended approval of the amendment to the zoning ordinance to define building setback exemptions for retaining walls, fences, driveways, and similar structures. The purpose of the amendment is to formally define the City's policy on regulating these structures.

ORDINANCE NO. 12-02

AN ORDINANCE AMENDING THE CITY OF WHITE HOUSE, TENNESSEE MUNICIPAL ZONING ORDINANCE BY AMENDING ARTICLE VII, EXCEPTIONS AND MODIFICATIONS

WHEREAS, the City of White House, Tennessee desires regulating development of building and structures within the corporate limits of White House, Tennessee by limiting location of building and structures in relation to property lines, recorded easements, and minimum building setbacks including the exemptions of certain building and structures from these requirements,

Whereas, the White House Municipal Planning Commission at the October 11, 2011, Meeting duly recommended to the Board of Mayor and Aldermen that the Official Zoning Ordinance of the City of White House, Tennessee, be amended as hereinafter described; and

Whereas, the Board of Mayor and Aldermen have reviewed such recommendation and have conducted a public hearing thereon.

NOW THEREFORE BE IT ORDAINED BY THE CITY OF WHITE HOUSE, TENNESSEE, AS FOLLOWS:

Article VII Exemptions and Modifications

Section 7.060 Exceptions to Setback Requirements

Proposed Changes in bold italics

The front setback requirements of this ordinance for dwellings shall not apply to any lot where the average depth of existing setbacks on the developed lots located within one hundred (100) feet of each side of such lot is less than the minimum required front yard depth. In such cases, the front yard setback may be less than required but not less than the average of the existing depth for front yards on developed lots within one hundred (100) feet on each side of the lot. In residential districts, however, the setback shall in no case be less than fifteen (15) feet from the street right-of-way line.

Proposed Ordinance Amendment:

Retaining walls, walls, fences, driveways, pads, mailboxes and similar structures are permitted to be installed or constructed over minimum building setbacks. Structures regulated by this section over eight (8ft) feet in height and any structure used as the foundation support wall for a connected building and structure not regulated in this section are required to be a minimum of five (5 ft) feet or the distance determined by the recorded property easement from the property line. The setback exceptions listed in this section does not permit easements to be blocked or limited for drainage or access to utilities as determined by city staff.

BE IT FURTHER ORDAINED 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:

Second Reading:

Michael Arnold, Mayor

ATTEST:

Amanda Priest, City Recorder

MEMORANDUM

TO: White House Board of Mayor and Aldermen,
Chief Gerald Herman, City Administrator

FROM: Addam McCormick, City of White House

DATE: January 10, 2012

RE: Zoning Ordinance Amendment: Landscape Plan Requirements

The White House Regional Planning Commission at the October 11, 2011, meeting recommended approval of the amendment to the zoning ordinance regarding landscape plan design requirements. The purpose of the amendment is for the City's professional design requirements for landscape plans match the State of Tennessee Engineer and Architect Board's requirements. The amendment would permit surveyors, architect, engineers, and landscape architects to prepare landscape plans for small developments including buildings less than 5,000 sq ft. Sites containing buildings larger than 5,000 sq ft are required by state law to only be completed by a licensed landscape architect.

ORDINANCE NO. 12-03

AN ORDINANCE AMENDING THE CITY OF WHITE HOUSE, TENNESSEE MUNICIPAL ZONING
ORDINANCE BY AMENDING ARTICLE III, GENERAL PROVISIONS

WHEREAS, the City of White House, Tennessee desires regulating development of multi-family residential, commercial, and industrial development within the corporate limits of White House, Tennessee by requiring design professionals to prepare site developments plans to ensure compliance with local regulations and industry design standards.

Whereas, the White House Municipal Planning Commission at the December 12, 2011, meeting duly recommended to the Board of Mayor and Aldermen that the Official Zoning Ordinance of the City of White House, Tennessee, be amended as hereinafter described; and

Whereas, the Board of Mayor and Aldermen have reviewed such recommendation and have conducted a public hearing thereon.

NOW THEREFORE BE IT ORDAINED BY THE CITY OF WHITE HOUSE, TENNESSEE, AS FOLLOWS:

Article **III General Provisions**
Section: **3.110 Site Plan Requirements**
Item: **Plan Design and Submittal Requirements**
Part: **31**

31. Landscape plan in compliance with Section 3.120, of Zoning Ordinance and the *Commercial Design Standards*, completed by a State of Tennessee Licensed landscape architect, *engineers, surveyors, and architects are permitted to complete the landscape plan for site developments as determined by state requirements.*

BE IT FURTHER ORDAINED 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:

Second Reading:

Michael Arnold, Mayor

ATTEST:

Amanda Priest, City Recorder

FINANCE....

February 7, 2012

M E M O R A N D U M

To: Board of Mayor and Aldermen

From: Amanda Priest, City Recorder

Re: ARRA Fiber Optic Interconnect Project Change Order #4

Recommendation: Approval

The attached documentation shows the details regarding SEC's proposal eliminated the 19" Floor Mounted Racks that were to be installed in the City's Public Works, Library, and City Hall. These changes will amount to a total of \$1,048 in savings for the City.

If you have any questions, please let me know.



**STANSELL
Electric
Company, Inc.**

**Contractors-Engineers
Traffic Control
Data/Comm**

860 VISCO DRIVE, NASHVILLE, TN 37210
Telephone 615 / 329-4944
FAX 615 / 320-5236

February 3, 2012

Mr. Jeff Glass, PE
Florence & Hutcheson, Inc.
1321 Murfreesboro Rd., Suite 325
Murfreesboro, TN 37217

Re: Change Order #4 Proposal for City of White House Fiber Optic Interconnect Project

Mr. Glass:

As requested, I have adjusted the change order numbering sequence for this proposal. All other information is the same as our original proposal dated 12/1/2011.

As has been discussed in our project meetings and thru various emails and phone calls, SEC is providing a proposal eliminating the proposed 19" Floor Mounted Racks that were to be installed in the City's Public Works, Library, and City Hall building as per our contracted scope of work on the City of White House's Fiber Optic Interconnect Project. The following is a breakdown of the affected pay items:

| Pay Item # | Description | Quantity | Unit of Measurement | Original Unit Price | Deduction Amount | New Unit Price | Total Cost |
|------------|----------------------------------|----------|---------------------|---------------------|------------------|----------------|-------------|
| BC-2 | Public Works Building Connection | 1 | LS | \$3,032.00 | \$262.00 | \$2,770.00 | \$2,770.00 |
| BC-4 | Library Building Connection | 1 | LS | \$3,038.00 | \$262.00 | \$2,776.00 | \$2,776.00 |
| BC-5 | City Hall Building Connection | 2 | EA | \$7,107.00 | \$262.00 | \$6,845.00 | \$13,690.00 |

Please note the changes listed above amount to a total of \$1,048.00 in savings for the City. Should you have any questions or concerns regarding this proposal please do not hesitate to contact me. I can be reached at my office number, (615) 369-4080, or on my cell phone at (615) 416-3535. I can also be reached via email at csims@stansellelectric.com.

Sincerely,

Christopher Sims, P.E.
Project Manager

Attachment

cc Amanda Priest – City of White House, TN
Bobby Gaines – SEC, Inc.
Brian Landry – SEC, Inc.

Supplemental Agreement and/or Request for Construction Change
Change Order No. 4

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

Contract No. 74LPLMF3004090202
Project No. 74LPLM-F3-004
Reference No. ARRA-STP-M-9320(1)
County: ROBERTSON & SUMNER

Whereas, we STANSELL ELECTRIC COMPANY, INC., with THE HANOVER INSURANCE COMPANY, as Surety, entered into a contract with the CITY OF WHITE HOUSE, on 7/12/10, for the construction by said Contractor of the above designated project; and *Whereas*, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

The purpose of this Change Order is to establish unit prices for and to revise estimated pay item quantities for items of work not covered by the original contract.

It is agreed to add the following pay item to the above designated project due the following, which has been encountered during the course of construction of this project:

- Item 104-03.05, Additional Work (Building Connection 19" Rack Deduction) is added due to requested changes in the building racks from the 19" floor mounted racks that were specified in the original contract document for the Public Works Building, the Library, and City Hall. Change Order #2 increased the Building Connection to City Hall bid item to two each, so the cost of two 19" racks is being deducted for City Hall, for a total of four 19" rack deductions. The actual racks that will be used in the Public Works Building, the Library, and City Hall will be added to the contract in a future change order.

Unit prices listed below include all labor, materials, profit, overhead and incidentals necessary to complete this work.

| Item Number | Description | Unit | Original Quantities | Revised Quantities | Over + Under- | Contract Price | Net Amount Due Change |
|-------------|--|------|---------------------|--------------------|---------------|----------------|-----------------------|
| 104-03.05 | ADDITIONAL WORK (BUILDING CONNECTION 19" RACK DEDUCTION) | EA | 0.00 | 4.00 | +4.00 | (\$262.00) | (\$1,048.00) |

| | | | |
|--------------------------|---------------|-----------------------|---------------|
| Original Contract Amount | \$ 297,168.00 | Changes This Request: | \$ (1,048.00) |
| Requested Changes | \$ 47,240.76 | Previous Changes: | \$ 48,288.76 |
| Revised Contract Amount | \$ 344,408.76 | Changes to Date | \$ 47,240.76 |

Now, Therefore, We, STANSELL ELECTRIC COMPANY, INC., Contractors, and THE HANOVER INSURANCE COMPANY, Surety, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Date Approved:

RECOMMENDED FOR APPROVAL:

STANSELL ELECTRIC COMPANY, INC. CONTRACTOR

BY: _____

CITY ADMINISTRATOR

THE HANOVER INSURANCE COMPANY SURETY

BY: _____

CITY RECORDER

February 7, 2012

MEMORANDUM

To: Board of Mayor and Aldermen

From: Charlotte Soporowski, Finance Director

Re: FINANCIAL ADVISORY AGREEMENT **CKS**

The following Financial Advisory Agreement replaces the existing Financial Advisory Agreement that is in place with Morgan Keegan. There are no substantial changes, the agreement is in keeping with our Debt Policy, and the agreement has been reviewed by the City Attorney. The proposed agreement is recommended for approval by the Board of Mayor and Aldermen.

Please feel free to contact me should you have any questions about the agreement or if you prefer you may direct your questions to Rick Dulaney, Managing Director for Morgan Keegan, who will be present at the meeting.

FINANCIAL ADVISORY AGREEMENT
BETWEEN
CITY OF WHITE HOUSE, TENNESSEE
AND
MORGAN KEEGAN & COMPANY, INC.

THIS FINANCIAL ADVISORY AGREEMENT (the "Agreement") is by and between City of White House, Tennessee (hereinafter referred to as the "Municipality"), and Morgan Keegan & Company, Inc., advisors on municipal finance, located at One Burton Hills Boulevard – Suite 225 Nashville, Tennessee 37215 - 6299 (hereinafter referred to as the "Financial Advisor").

WITNESSETH

WHEREAS, from time-to-time, the Municipality provides various public improvements for general purpose Municipality government and its various enterprise activities; and

WHEREAS, the Municipality from time-to-time needs assistance in developing financial plans which address funding strategies for new capital needs in conjunction with its existing debt service requirements; and

WHEREAS, in the past the Municipality has borrowed funds to improve its wastewater collection and treatment system including its \$3,608,000 Wastewater State Revolving Fund Loan, dated August 9, 2001 from the State of Tennessee which is payable monthly through February 2024 (the "Outstanding Loan") which carries a higher rate than generally available in today's capital markets; and

WHEREAS, the Municipality is currently considering the issuance of approximately \$2,450,000* General Obligation Refunding Bonds, Series 2012 (the "Bonds") to be sold in one series for the purpose of refunding on a current basis the Municipality's Outstanding Loan and to pay costs incident to the sale and issuance of the Bonds; and

WHEREAS, the Municipality also may need assistance in developing a financial plan that

addresses funding strategies in the implementation of the Municipality's annual capital improvement program; and

WHEREAS, the Municipality desires that the most complete and accurate economic and financial information possible be provided its officials and to potential bidders and ultimate buyers of its bonds and other debt obligations; and

WHEREAS, due to the rapid changes in financing methods, the complexity of laws governing such financings and the specialization that is required to remain informed and up-to-date, the Municipality desires a recognized municipal financial advisor be retained in the structuring and marketing of its bonds and other debt obligations: and

WHEREAS, the Financial Advisor and its representatives are properly and legally authorized and licensed to provide financial advisory services contemplated by this Agreement to public jurisdictions by the appropriate regulatory authorities; and

WHEREAS, the Municipality is authorized to engage a financial advisor pursuant to its Debt Management Policy and other legal authorities;

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, it is hereby mutually agreed by and between the Municipality and the Financial Advisor that:

Section 1. The Financial Advisor, working with the Finance Director, the Board of Mayor and Aldermen of the Municipality, the City Recorder, other officials and employees of the Municipality, the City Attorney, the independent Bond Counsel to the Municipality and other such independent consultants as may be engaged by the Municipality from time-to-time, shall assist in the development of a plan or plans for refunding the Municipality's Outstanding Loan.

Section 2. In preparation for the development of the financing plan, the Financial Advisor will survey the financial resources of the Municipality to determine its borrowing capacity and analyze its existing debt structure as compared to the existing and projected sources of revenues which may be pledged to secure payment of the debt service on the proposed issue. Such reviews will also include a complete analysis of the existing indebtedness of the Municipality to determine the most practical, economical way for it to fund the Bonds.

Section 3. Based on the information developed by or other information available to the Financial Advisor, the Financial Advisor will submit its recommendations on the Bonds. The Financial Advisor's recommendation will include among other things, a schedule of principal maturities, options of prior payment and the necessary security provisions designed to make the transaction attractive to potential investors. All recommendations will be based on the Financial Advisor's experience as to how bonds or other debt obligations can best be sold under terms most advantageous to the Municipality and at the lowest true interest cost.

Section 4. In preparing any plan of financing, and in all other services rendered by the Financial Advisor under this Agreement, it is hereby understood that the Financial Advisor may rely upon any written data or reports furnished to the Financial Advisor by the Municipality or its authorized representatives. The Municipality agrees to make available to the Financial Advisor any data, reports, or personnel for conferences and consultations as may be necessary for the formulation of any financing plans.

Section 5. For the Bonds to be sold and issued to refund the Outstanding Loan, the Financial Advisor will assist the Municipality in the preparation and submission of a *Plan of Refunding* and a computation of projected costs and/or savings, if applicable, to the Director of State and Local Finance in the Tennessee Comptroller of the Treasury's Office for review as required by Section 9-21-903, *Tennessee Code Annotated*, as amended.

Section 6. The Financial Advisor will advise on current market conditions, forthcoming

bond and note issues, general federal tax law considerations and other general information and economic data which might normally be expected to influence the interest rates or other bidding conditions, so that the date of sale for the Bonds can be scheduled for a time which, in consultation with Municipality officials and in the Financial Advisor's professional opinion, will be most favorable to the Municipality.

Section 7. The Financial Advisor shall work with bond and local counsels to ensure that all the necessary resolutions and other required proceedings are appropriately presented for consideration and adoption in preparation for the sale and issuance of the Bonds.

Section 8. The Financial Advisor will submit a transcript of the entire proceedings to a firm of nationally recognized bond attorneys, selected by the Municipality for their approving legal opinion on the Bonds offered for sale. It is acknowledged that the Municipality has selected Bass, Berry & Sims LLP, Nashville, Tennessee, a firm of nationally recognized bond attorneys to solely represent it as bond counsel for this transaction. It is further understood and acknowledged that Bass, Berry & Sims PLC may have represented Morgan Keegan and/or its affiliates including Regions Bank and Regions Financial Corporation on legal matters unrelated to the Municipality and may do so again in the future. For this engagement however, it is understood by the Financial Advisor and the Municipality, that Bass, Berry & Sims PLC will represent solely the Municipality as its bond counsel.

Section 9. In connection with the sale and issuance of the Bonds, the Financial Advisor shall assist the Municipality in the preparation of a "near final" Preliminary and Final *Official Statement* in accordance with industry standards and will make a national distribution of such "near final" *Preliminary Official Statements* to potential bidders for the Bonds using among other tools the electronic dissemination facilities of i-Prospectus.

Section 10. The Financial Advisor will assure that appropriate forms, notices, advertisements, etc. are prepared and published electronically or by traditional or other appropriate

means concerning the sale and issuance of the Bonds as required by law.

Section 11. The Financial Advisor will prepare and assemble all necessary information concerning the Bonds and information relating to the Municipality for submission to and consideration by Moody's Investors Service, Inc. ("Moody's") or Standard & Poor's Rating Group, a Division of McGraw-Hill, Inc. ("S&P") in connection with the Bonds either independently or in connection with the use of credit enhancement. The Financial Advisor will arrange for conference calls or meetings (if necessary) with appropriate personnel analyzing the proposed financing.

Section 12. At the direction of the Municipality, the Financial Advisor will engage a major commercial bank doing business in Tennessee to serve as the Municipality's Registration and Paying Agent. The Financial Advisor also shall arrange for The Depository Trust Company ("DTC") to be the Municipality's agent for facilitating "book entry" delivery of the Bonds in its nominee name (currently, Cede & Co., Inc.). If Regions Bank Corporate Trust, an affiliate of Morgan Keegan and a major commercial bank in Tennessee, is selected by the Municipality to serve as its registration and paying agent (the "Registrar"), it is understood that Regions Bank will be separately compensated for such services based on their usual and customary fee schedules.

Section 13. The Financial Advisor will advise the Municipality on the availability and use of credit enhancement instruments provided by nationally recognized municipal bond insurers or others. The Financial Advisor shall also provide assistance in seeking such insurance or credit enhancement (directly or indirectly through "optional bidding" programs) if in consultation with Municipality officials and in the professional judgment of the Financial Advisor, such a credit enhancement instrument would prove to be economically beneficial.

Section 14. The Financial Advisor will furnish a representative at the sale to assist and advise officials of the Municipality in receiving bids for the Bonds using the electronic bidding facilities of IPREO's BiDCOMP®/Parity® system. The Financial Advisor will also analyze bids to assure their compliance with the requirements of the sale and will verify and confirm all bids

received. In addition, the Financial Advisor will assist and advise officials of the Municipality in the awarding of the Bonds to the successful bidder.

Section 15. Once the financing has been successfully bid and awarded at the option of the Municipality, the Financial Advisor shall assist the Municipality in finalizing the *Official Statement*. In addition, the Financial Advisor will assure that a reasonable supply of *Official Statement* are prepared and furnished to the successful bidder within seven (7) business days from the sale date as required by Rule 15c2-12 of the Securities and Exchange Commission.

Section 16. The Financial Advisor will supervise and coordinate all closing proceedings so as to assure the quickest possible delivery of the Bonds to the purchaser, including coordinating the acquisition and delivery of the Bond certificates related to the transaction.

Section 17. After the sale, the Financial Advisor will deliver to the Municipality, the Registrar and/or appropriate officials, a "Final Financing Report" including a schedule of semi-annual debt service requirements for the Bonds and other financial schedules pertinent to the transaction.

Section 18. The Financial Advisor will calculate the "Bond Yield" based on the arbitrage provisions of the Internal Revenue Code of 1986, as amended and revised and will advise the Municipality and Bond Counsel on the maximum allowable yield on the Bonds.

Section 19. The Financial Advisor will prepare or cause to be prepared State of Tennessee Form CT-0253, "Report on Debt Obligations" for execution and submission to the State Comptroller's Office by the Municipality pursuant to Section 9-21-151, *Tennessee Code Annotated* within forty-five (45) days after the issuance of the Bonds.

Section 20. The Financial Advisor will prepare or cause to be prepared IRS Form 8038-G ("Information Return for Tax-Exempt Governmental Bond Issues") and file (or cause to be filed) the

report with the United States Department of the Treasury on or before the 15th day of the second calendar month after the close of the calendar quarter in which bonds or other debt obligations are issued to assure the appropriate tax-exempt status of those instruments.

Section 21. The Municipality agrees that in consideration for services rendered by the Financial Advisor at its expense, it shall pay or cause to be paid to the Financial Advisor a fee for services rendered and reimbursement of expenses as set forth in Section 22 incurred with respect to the sale and issuance of the Bonds. The basic Financial Advisory fee shall be an amount of not to exceed \$22,500 payable when the Bonds are issued. This Financial Advisory fee shall only be paid to the Financial Advisor only upon the successful issuance and delivery of such Bonds. Furthermore, it is agreed that any Financial Advisory fee earned accrues to the benefit of Morgan Keegan's Investment Banking Public Finance Division. Morgan Keegan's Fixed Income Capital Markets Division and any of its other divisions may also benefit in the future from fees and commissions earned from open market, secondary trading of and market making activities for the Bonds and for future debt obligations of the Municipality.

Section 22. The Financial Advisor shall be responsible for paying its own computer expenses and personnel costs, but the Financial Advisor shall be reimbursed for costs for reproduction, graphics, postage and overnight delivery and any other miscellaneous costs incurred in serving the Municipality. Local travel costs of the Financial Advisor shall be its responsibility, but all travel expenses to locations other than the Municipality shall be reimbursed at actual costs or in conformance with the Municipality's official travel policy, whichever is less. The Municipality will be responsible for all normal debt issuance costs and fees including, but not limited to, Bond Counsel fees and expenses; registration agent initial acceptance fees and annual charges; CUSIP and similar transactional costs; the acceptance and annual fees of The Depository Trust Company (the "DTC") (if any); the fees of Moody's and/or S&P for credit ratings; costs of preparation, electronic dissemination, printing and distribution of the "near final" *Preliminary and Final Official Statements* and all legally required publication costs, registration and legal fees. Additionally, the Municipality shall be responsible for all compensation due (if any) to other independent consultants engaged by it or by Bond Counsel and

if the Municipality desires and qualifies, any premiums due for bond insurance or other credit enhancement instruments or devices purchased directly by the Municipality to enhance the sale and issuance of the Bonds.

Section 23. The Municipality recognizes that the Financial Advisor is a subsidiary of Morgan Keegan Company, Inc. is a wholly-owned subsidiary of Regions Financial Corporation (“Regions”). Among other services, Morgan Keegan on occasion assists local jurisdictions in the investment of idle funds and other services that some jurisdictions choose to undertake and accordingly such services will be covered by other agreements. Regions Bank (the “Bank”) is also a division of Regions and in addition to commercial banking services, the Bank offers corporate trust services to local jurisdictions. Among the services that may be related to the Bonds are the Bank’s corporate trust services which include, but are not limited to, serving as registration and paying agent or escrow agent for bond issues. In instances where the Bank or Morgan Keegan serve in other capacities, they may be entitled to separate compensation for such services. Morgan Keegan and its affiliates, including, but not limited to, Regions Bank and its Corporate Trust Division, are involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Morgan Keegan, but of which none of the representatives of the Financial Advisor are involved in providing the services contemplated by this Agreement actually has knowledge, will not for any purpose be taken into account in determining the Financial Advisor's responsibilities to you under this Agreement.

Section 24. Both parties acknowledge and agree that the Financial Advisor is acting solely as a Financial Advisor with respect to the Bonds. The Financial Advisor’s engagement is limited to providing financial advisory services with respect to the Bonds. The Financial Advisor has not been engaged to compare alternatives to the Bonds. The Financial Advisor is not a fiduciary of any other party to the transaction and will be neither party to, nor liable under, any contract, agreement, or understanding executed or otherwise existing to affect the Bonds. The Financial Advisor will not provide any assurances that (i) any investment made in connection with the Bonds or otherwise during the engagement is the best possible investment available for the Municipality’s situation or that every possible alternative or provider has been considered and/or solicited; (ii) investigate the veracity of any certifications provided by any party; (iii)

provide legal or accounting assurance that any matter or procedure complies with any applicable law; or (iv) be liable to any party if any of the Bonds or if an investment fails to close or for default of same. The Financial Advisor's limited engagement expires on the termination of this Agreement and the Financial Advisor shall have no duties or obligations thereafter.

Section 25. Simultaneously with the execution and date of this Agreement, any existing Financial Advisor Agreement between the Municipality and Morgan Keegan is hereby replaced in its entirety.

Section 26. Upon execution of this Agreement and consistent with the Municipality's adopted Debt Management Policy, it is acknowledged that the Financial Advisor has prepared and submitted a list of proposed participants, expenses, fees and costs related to the transaction which is depicted as Appendix A to this Agreement.

Section 27. On January 11, 2012, Regions Financial Corporation, Morgan Keegan's parent company, entered into a definitive agreement to sell Morgan Keegan to Raymond James Financial. The transaction is expected to close on or before March 31, 2012. The Municipality acknowledges the existence of this pending transaction.

Section 28. If any section, paragraph or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Agreement.

Section 29. This Agreement will terminate forty-five days after settlement of the Bonds resulting in the delivery of the securities to the successful bidder and cash to the Issuer.

[Balance of Page Left Blank Intentionally]

Dated this ___ day of _____ 2012

CITY OF WHITE HOUSE, TENNESSEE

By: _____

MORGAN KEEGAN & COMPANY, INC.

By: 
Richard T. Dulancy, Managing Director

ATTEST:

APPENDIX A

Consistent with the Municipality's *Refunding Plan* filed with the Director of State and Local Finance, Comptroller of the Treasury, State of Tennessee, the following schedule depicts proposed participants and their estimated fees and expenses related to the sale and issuance of the Bonds.

It is understood that the Bonds will be sold at competitive public sale and that the compensation of the successful bidder will be determined by competitive bidding and such bidding will allow the Municipality to reject all bids if in its sole judgment such bids and associated compensation is not acceptable.

If the Bonds are awarded, actual fees, expenses and underwriter's compensation will be properly recorded on State Form CT-0253 as required by prevailing Tennessee Statute and distributed to the Governing Body as required by the Municipality's Debt Management Policy.

| <u>Expense</u> | <u>Provider</u> | <u>Estimated Cost</u> | <u>Comments</u> |
|---|--|-----------------------|-----------------|
| Financial Advisor: | Morgan Keegan, Nashville, TN | \$22,500 | Not to Exceed |
| Bond Counsel: | Bass, Berry & Sims PLC, Nashville, TN | 7,500.00 | Not to Exceed |
| City Attorney: | Webb Sanders PLLC, White House, TN | 2,000.00 | Per Quotation |
| Registration and Paying Agent: | Regions Bank Corporate Trust, Nashville, TN | 750.00 | Per Quotation |
| Credit Rating: | Standard & Poor's Corporation, New York, NY | 7,900.00 | Per Quotation |
| Official Statements Preparation, Publication and Distribution | I-deal Prospectus; Morgan Keegan, New York, NY and Nashville, TN | 7,500.00 | Not to Exceed |
| CUSIPs; FedEx; Other | CUSIP Service Bureau; New York, NY | 900.00 | Not to Exceed |

MEMORANDUM

TO: White House Board of Mayor and Aldermen,
Chief Gerald Herman, Co-Interim City Administrator

FROM: Addam McCormick, Planning/Codes Department

DATE: February 9, 2012

RE: City Hall/Civic Center Fire/Security/Access Entry System

Staff recommends accepting the bid submitted by North Central Security Services including Alternative#1 and Alternative#2 at a total cost of \$ 19,576. The engineering plans and bid specifications were prepared by Montgomery Engineering. Staff contacted a representative at Montgomery Engineering to review the bid proposals. The Montgomery Engineering representative recommended that the City award the bid to North Central Security Services since their proposal met the bid specifications.

**City of White House
Fire and Security Alarm System**

| | Koorsen Fire and Security | D & H Electronic System, Inc | Beacon Technologies | Protection I Security Solutions | N. Central Security Systems | ACS Security & Video | Garrett Security Systems |
|--|----------------------------|--|---------------------|---------------------------------|---|-------------------------------------|--------------------------|
| FIRE AND SECURITY ALARM SYSTEM | 1610 Elm Hill Pike, Ste. B | P.O. Box 377 | 1441 Donelson Pike | 5211 Linabr Dr., Ste. 504 | 200 College St | 2617 Grissom Dr | P.O. Box 426 |
| OPENING: Feb. 6, 2012 @ 10:00 am | Nashville, TN 37210 | Mt. Juliet, TN 37121 | Nashville, TN 37127 | Nashville, TN 37211 | Lafayette, TN 37083 | Nashville, TN | White House, TN 37188 |
| SPECIFICATIONS: | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost | Unit Cost |
| Base Proposal | \$33,814.00 | \$53,464.00 | \$43,325.15 | \$36,777.08 | \$19,539.00 | \$35,396.00 | \$39,875.00 |
| Alternate #1 Gymnasium Beam Smoke Detector | N/A | \$3,947.00 | \$2,832.79 | \$2,111.94 | \$930.00 | \$3,365.00 | \$3,200.00 |
| Alternate #2 DMP XR500 Security Access Control Network System | N/A | N/A | N/A | \$41,550.45 | \$18,646.00 Including Alternate #1 - \$19,576.00 | \$39,259.00 | \$41,875.00 |
| Delivery | 30 days from start | 5-15 days to install, 4-6 weeks to complete upon release | 60 days | 30 days from contract | 6 weeks from start date | From notice to proceed 1 1/2 months | 60 DAYS AFTER CONTRACT |

Memo

To: The Board of Mayor and Aldermen
From: Chief Palmer
CC:
Date: 2/9/2012
Re: Robertson County EMS Lease Agreement

The City of White House and Robertson County entered into a Lease Agreement for a portion of Fire Station 1 be used to house a Robertson County Ambulance. The most recent agreement we could find was dated October 2005 and at that time the ambulance was only staffed 14 hours a day. Since that time the hours have been increased to 24 hours a day, 7 days a week and by doing so there has been a need to provide sleep areas, restroom facilities, and a day room to the county staff. The 2005 agreement has been updated to include the additional areas in the proposed lease agreement and I recommend this updated document be approved by our Board of Mayor and Aldermen and then acquire the approval of Robertson County.

Sincerely,



Joe Palmer
Fire Chief

LEASE AGREEMENT

THIS LEASE is made and entered into on this 1st day of March, 2012, by and between **COUNTY OF ROBERTSON, TENNESSEE**, hereinafter called "County", and **CITY OF WHITE HOUSE**, White House, Tennessee, hereinafter called "City".

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the performance of the covenants, promises and agreements hereinafter set forth and assumed by the County and in further consideration of the payment of rent and other charges and obligations hereinafter assumed by the County, the City does hereby rent and lease to the County, and the County does hereby take and lease from the City a portion of the building located on Highway 76, White House, Tennessee 37188, known as the Fire Hall, together with the improvements thereon situated and appurtenances thereto belonging, being a portion of the property conveyed to the City in Deed Book 178, Page 289, Register's Office for Robertson County, Tennessee. Said improvements consist of a building of which approximately 1,240 square feet will be used as depicted on Exhibit "A" which is attached hereto and made a part hereof by reference.

The real estate and improvements hereby leased and demised to the County shall for convenience hereinafter referred to as "demised premises".

TO HAVE AND TO HOLD to said County for the term of one (1) year of the commencing term on the 1st day of March, 2012. This agreement shall automatically renew for subsequent one (1) year terms unless the term is cancelled in writing by either party giving at least 30 days notice.

This lease is made in consideration of and upon and subject to the following covenants, agreements, and conditions to wit:

I. RENTAL

As consideration for this lease and as rental for the demised premises, County promises to pay to City an annual rental of **ONE (\$1.00) DOLLAR**, payable annually in advance on the 1st day of March, beginning March 1st, 2012. Rental shall be payable at the office of City unless otherwise instructed by City.

II. INSURANCE

The County shall carry adequate liability insurance on its personnel, equipment and operations and shall provide proof of such to the City.

**III.
USE OF DEMISED PREMISES**

County promises and agrees to use the demised premises in a proper and careful manner, and agrees that said premises shall be used for housing of the Robertson County Emergency Vehicles operation and other activities connected with County's governmental purposes. County promises and agrees to commit no waste on said demised premises and to suffer no waste to be committed thereon, and in the use and occupancy of said premises County will not nor will it permit anyone, to violate any law, statute or ordinance or applicable governmental regulation, including but not limited to, the storage of hazardous materials on the premises.

**IV.
ACCEPTANCE OF DEMISED PREMISES**

County agrees that it has examined the demised premises and accepts the same in the present condition thereof, acknowledging that no representation as to the nature or condition of the real estate or any improvements situated thereon have been made by City prior to or at the time of the execution of this lease.

**V.
REPAIRS AND MAINTENANCE**

The County, at its own expense and without cost or expense to the City, shall keep all portions of the buildings and equipment now located on and used by it on said demised premises, or hereafter placed thereon, and all appurtenances now or hereafter belonging thereto, in good repair and in safe and tenantable condition during the full term hereby created.

Upon the expiration or termination of this lease, County agrees to deliver the demised premises to City in as good condition and state of repair as the same shall be on the date of the execution of this agreement, loss by fire or other casualty against which the demised premises are insured and ordinary wear and tear excepted.

The County shall not make any major improvements or additions or any major alterations without the written consent of City. It is understood that all additions, changes, or modifications made by County shall be and remain a part of the realty and shall become the property of the City from and after the time such additions, changes, or modifications are made or installed. Nothing herein contained shall be construed as authorizing the County to allow any mechanics' lien, laborers lien, or other lien of any kind to attach to the demised premises for or on amount of any work or labor performed or materials furnished for or any other reason whatsoever.

**VI.
STORAGE OF UNSIGHTLY ITEMS AND APPEARANCE OF PROPERTY**

The County shall not store or allow to be stored on the outside of the demised premises any items of unsightly nature, such as but not limited to, vehicles that will not run, steel, building materials, storage drums, motors, rubbish, and trash. No dangerous material or toxic items shall be used or stored at the premises.

County shall keep the premises clear of all trash and litter. County shall store all such items in receptacles therefore and will have same removed at regular intervals.

**VII.
INDEMNIFICATION OF "CITY"**

Except for damages resulting from the acts or omissions of City and/or City employees, agents, contractors or other representatives, County covenants and agrees to the full extent of its limits of liability under the Governmental Tort Liability Act (GTLA) to indemnify and save City harmless of and from any and all claims, costs, expenses, and liability arising on account of or by reason of injuries to or death of persons or damage to property resulting from or attributable to the use and occupancy of the demised premises by County and its sub lessee, and due to negligent acts or omissions of County or its sub lessee. Further, the County will indemnify and protect the City from all cost, expenses, or liability on account of mechanics' or other liens for work, labor or material furnished or claimed to have been furnished upon or in connection with the demised premises at the instance or request of or under contract with County.

**VIII.
REMEDIES**

If default shall be made by the County in payment of any installment of rent as herein provided and if such default shall continue for more than twenty (20) days after written notice of such default has been sent by the City to the County, the City shall have the right to immediately declare this lease terminated and ended and shall have the right to any lawful means, to thereupon immediately re-enter said premises and remove and dispossess the County and all other persons there from. If default shall be made by the County with respect to any of the other terms, provisions, or requirements of this lease, and such default shall continue for thirty (30) days after written notice thereof from the City to the County, said City shall have the right, at their option, and by lawful means, to re-enter said premises and remove the said County and all other persons there from, and shall have the right to cancel this lease. County shall be liable for all loss of rent incurred by City resulting from said default.

The failure of City to terminate this lease and/or declare forfeiture thereof because of a violation of any of its terms by the County, shall not abridge City's right to so terminate this lease and to declare forfeiture thereof in the event of any subsequent breach of any of its terms by the County.

Any and all rights and remedies which either party may have under this lease or by operation of law, either in law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other and any two or more or all of such rights and remedies may be exercised at the same time.

**IX.
CITY'S RIGHT TO ENTER PREMISES**

Upon reasonable prior written notice, City shall have the right to enter into and on said premises or any part thereof at all reasonable hours for the purpose of inspection, and at City's option, to make repairs if such repairs are necessary because of the default on the part of the County in making repairs as required by the terms of this lease, but the City agrees not to exercise said right in such a way as to unreasonably interfere with the business of the County.

**X.
SURRENDER UPON TERMINATION**

On the expiration or termination of this lease, the County shall quietly and peaceably quit and surrender the demised premises and all alterations, additions, or improvements therein or thereon shall remain and be surrendered as a part thereof.

**XI.
NOTICES AND DEMANDS**

Any notice, demand, or other communication given by either party hereto to the other shall be in writing and shall be served or given by United States Certified Mail, overnight mail (e.g. Federal Express) or by personal delivery to the other party; and if intended for City same shall be addressed to and served upon the City at 105 College Street, White House, Tennessee 37188; and if intended for County at Room 108 Courthouse, 501 South Main Street, Springfield, Tennessee 37172 or in either case to such other address as may hereafter be designated by either party in like manner as above provided.

**XII.
MODIFICATION OR AMENDMENT**

This lease contains the entire agreement between the parties hereto and shall not be modified or amended in any manner except in writing signed by each of the parties hereto.

**XIII.
HOLDOVER**

If the County continues in occupancy of the demised premises after the expiration of the term, or any extension thereof, such occupancy shall not be deemed to extend or renew the terms of this lease, but such occupancy shall continue as a tenancy from month to month upon the terms, covenants, conditions, and provisions of the rental in effect at the end of the term, and rental and all other sums to be prorated and payable for such period of occupancy.

**XIV.
SUCCESSORS AND ASSIGNS**

The terms and provisions hereof shall extend to and be binding on the respective successors and assigns of the City and County.

**XV.
SEVERABILITY**

If any provision of this Agreement is held invalid by arbitration or court decree, such finding shall not invalidate the remainder of this Agreement.

EXECUTED on the date first written.

County

City

ROBERTSON COUNTY TENNESSEE

CITY OF WHITE HOUSE

By: _____

By: _____

Title: COUNTY EXECUTIVE

Title: MAYOR

STATE OF TENNESSEE
COUNTY OF SUMNER

Personally appeared before me, the undersigned Notary Public of said county, **MICHAEL ARNOLD**, who acknowledged himself to be the Mayor of **THE CITY OF WHITE HOUSE**, the within named bargainer with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he, as such City Mayor, executed the within instrument for the purposes therein contained.

Witness my hand at office this ____ day of _____, 2012.

NOTARY PUBLIC

(SEAL)

My Commission Expires:

____/____/____.

STATE OF TENNESSEE
COUNTY OF SUMNER

Personally appeared before me, the undersigned Notary Public of said county, **HOWARD BRADLEY**, who acknowledged himself to be the County Executive of **ROBERTSON COUNTY, TENNESSEE**, the within named bargainer with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he, as such County Mayor, executed the within instrument for the purposes therein contained.

Witness my hand at office this ____ day of _____, 2012.

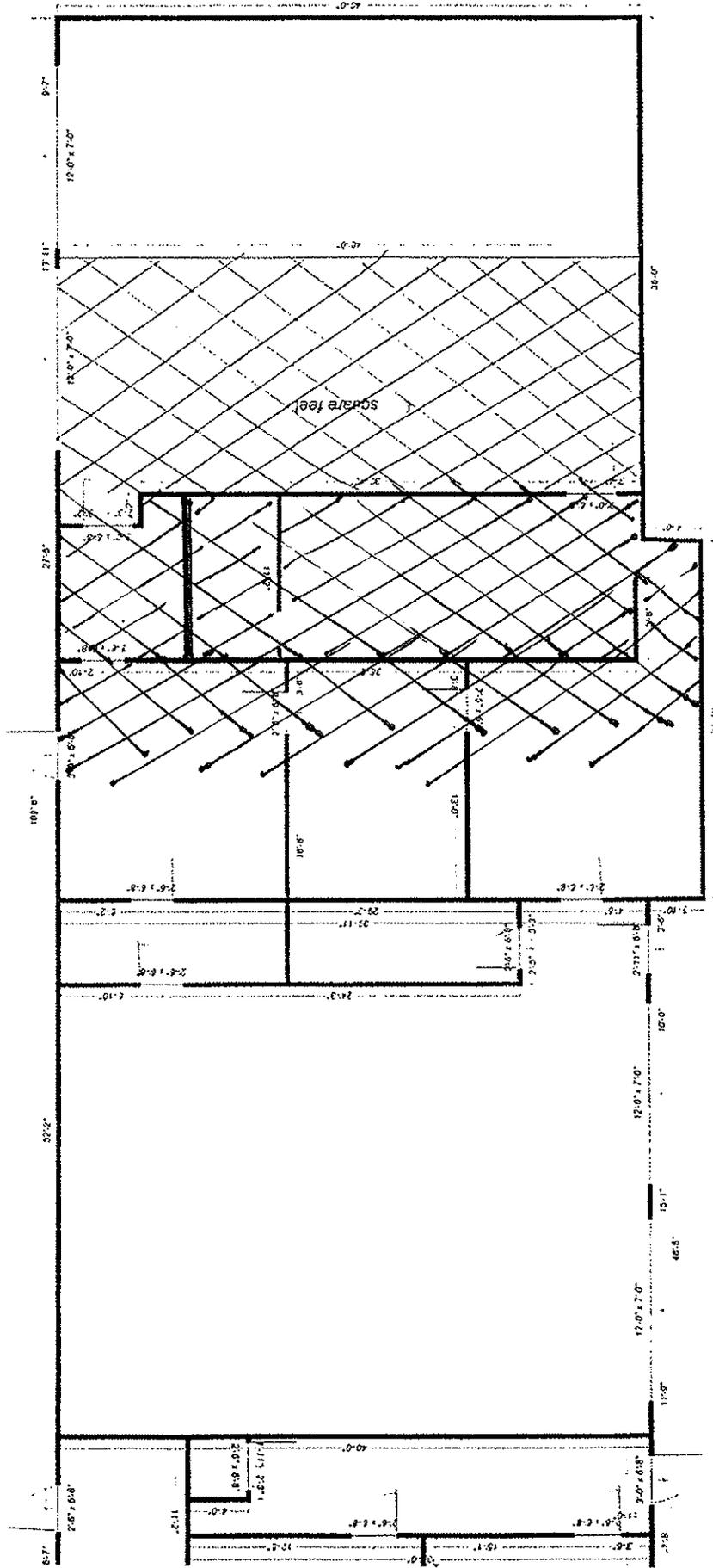
NOTARY PUBLIC

(SEAL)

My Commission Expires:

____/____/____.

EXHIBIT "A"



FRONT OF BUILDING

1-11911W(N) 76

February 9, 2012

M E M O R A N D U M

To: Board of Mayor and Aldermen

From: Co-Interim City Administrator & Police Chief Gerald Herman, Co-Interim City Director & Finance Director Charlotte Soporowski, and Human Resources Director Cheryl Lewis-Smith

Re: City of White House Insurance Broker

The City of White House received nine Requests for Proposals for Insurance Broker. The selection committee included Co-Interim City Administrator & Police Chief Gerald Herman, Co-Interim City Administrator & Finance Director Charlotte Soporowski, and Human Resources Director Cheryl Lewis-Smith. After reviewing all of the proposals, the selection committee recommends Hylant Group located in Nashville, TN to represent the City.

You will receive a copy of Hylant Group's contract prior to the Board of Mayor and Aldermen on Thursday for your review.

Please feel free to contact us if you have any questions.

OTHER BUSINESS...

January 31, 2012

M E M O R A N D U M

To: Gerald Herman, City of White House, Police Chief

From: Cheryl Lewis-Smith, Human Resources Director

Re: Relocation Extension Request

This memorandum serves as a formal request to have City of White House Administration grant an extension to the city's documented ordinance related to Department Heads being required to reside in either Robertson or Sumner, TN Counties after (6) six months of employment. Please note this request is in full respect to the city's ordinance. I have and am continuing to make concerted effort and/or necessary provisions for relocation, however due to economical reasons along with financial and parental obligations I am unable to move immediately.

I humbly seek approval for an appropriately deemed extension period as feasible and applicable to past practice and/or consistent with treatment afforded to other/former City of White House Employees, who experienced similar situations.

Thank you for your full consideration of this matter.

DISCUSSION ITEMS...

OTHER INFORMATION....

January 26, 2012

MEMORANDUM

To: Board of Mayor and Aldermen

From: Charlotte Soporowski, Finance Director *CKS*

Re: Division of Municipal Audit Memo

The Division of Municipal Audit has recently reviewed our annual audit for the fiscal year ended June 30, 2010. The attached letter acknowledges the filing of the audit with the State, and comments about a reporting requirement. I have spoken with our audit firm, Crosslin & Associates, about the reporting requirement that is mentioned. The audit was in fact filed electronically according to the new requirements, but certain bookmarks were not electronically included. This bookmarking was a new requirement this year that caused some confusion for a number of cities and auditors. However, I have been assured by Crosslin & Associates that this will not be an issue in the future.

Should you have any questions about this matter, please feel free to give me a call.

Thanks!



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
DEPARTMENT OF AUDIT
DIVISION OF MUNICIPAL AUDIT

Justin P. Wilson
Comptroller of the Treasury

BANK OF AMERICA PLAZA
414 UNION STREET, SUITE 1100
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 532-4460
FAX (615) 532-4499

Dennis F. Dycus, CPA, CFE, Director
Division of Municipal Audit

December 29, 2011

Honorable Mayor and Board of Aldermen
City of White House
105 College Street
White House, TN 37188

Honorable Mayor and Board of Aldermen:

I have performed a limited review of the annual financial report on the City of White House for the fiscal year ended June 30, 2010, as audited by Crosslin and Associates, Certified Public Accountants. This report has been filed as part of the public records of the State of Tennessee.

I would like to bring a certain applicable reporting requirement to your attention. Although current financial report revisions are not being required, responsible officials should ensure that future financial reports comply with the following reporting requirement.

The financial report was not submitted in accordance with the electronic contracting and reporting requirements of the *Audit Manual*, pages A-6 and A-7, i.e., electronic files in portable document format (pdf) should include bookmarks at least as detailed as the table of contents.

If you have any questions concerning the above, please contact this office.

Sincerely,

Lisa W. Bellar

Lisa W. Bellar, CPA, Auditor
Division of Municipal Audit

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xc: Crosslin and Associates, PC
Certified Public Accountants
2525 West End Avenue, Suite 1100
Nashville, TN 37203-1741