

CITY OF WHITE HOUSE
Agenda
Board of Mayor and Alderman Meeting
March 15, 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. None
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 12-04** - A resolution authorizing and providing for the financing of the construction of a wastewater facilities project, including authorizing the execution of applications, contractual agreements, and other necessary documents, and making certain representations, certifications, and pledges of certain revenue in connections with such financing.
11. Consideration of the Following Ordinances:
 - a. None
12. Finance
 - a. To approve or reject REI Concrete's quote of \$5,890 to install a concrete ditch liner at the Municipal Park's Field #7. The Parks and Recreation Director recommends approval.
 - b. To approve or reject the purchase fire paging equipment from Greer Communications' for \$18,363.48. The Fire Chief recommends approval.
 - c. To approve or reject removing Asset #39 Cannon C3170U Color Copier from the asset list and sold as surplus property. The City Recorder recommends approval.
 - d. To approve or reject Change Order #4 for the ARRA Calista Road Project with a not to exceed amount of \$34,246. The Planning and Codes Director recommends approval.

- e. To approve or reject Hylant Group, Inc.'s recommendation for healthcare.
- f. To acknowledge or order filed Public Form CT-0253, Report on Debt Obligation.

13. Other Business

- a. To approve or reject Good Moral Character Certificate for Olabopo Richards of Richie's Hotwings Bar & Grill located at 2934 Hwy 31W.

14. Discussion Items

- a. None

15. Other Information

16. Adjournment

CITY OF WHITE HOUSE
Minutes
Board of Mayor and Alderman Meeting
February 16, 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 was led 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

Mayor Arnold requested a Library Board Appointment be added to the agenda under discussion.

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

5. Approval of Minutes of the January 19, 2012 meeting.

Ald. Paltzik requested a correction to the January 19, 2012 minutes. The date of the Chamber of Commerce Banquet should be corrected to March 22nd.

Motion was made by Ald. Paltzik, second by Ald. Bibb to approve the minutes as corrected. A voice vote was called for with all members voting aye. **January 19, 2012 minutes were approved.**

6. Welcome Visitors

Mayor Arnold welcomed all 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.*

No one spoke for or against.

- 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.*

No one spoke for or against.

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

No one spoke for or against.

8. Communication from Mayor, Aldermen, and City Administrator
 - a. Ald. Paltzik reminded the Board of the Chamber of Commerce Banquet on March 22nd.
 - b. Ald. Paltzik announced the Chamber of Commerce Business Fair on April 14th.
 - c. Ald. Decker discussed the implications of UN Agenda 21.
 - d. Ald. Decker discussed the University of Tennessee's study regarding environmental factors related to electric automobiles.
 - e. Mayor Arnold discussed the letter Representative Mike McDonald is sending to TDOT requesting a review of the intersection at Sage and McCurdy for a traffic light.
 - f. Co-Interim City Administrator Chief Gerald Herman discussed the Staff Budget Retreat which was held on January 25th.
 - g. Co-Interim City Administrator Chief Gerald Herman announced that the Police Department was awarded 14 laptop computers and 17 IPOD touches with an approximate value of \$20,000 that were seized in a fraud investigation in March of 2011. Two suspects were convicted and sentenced on Federal crimes.
 - h. Co-Interim City Administrator Chief Gerald Herman announced that the renovation project reported last month at the police department is nearing completion.
 - i. Co-Interim City Administrator Chief Gerald Herman announced that the Zaxby project is under construction. He discussed the inconvenience the City will experience with one lane of travel in each direction on SR76 during construction.
 - j. Co-Interim City Administrator Chief Gerald Herman announced that Utility Accounts Payable Clerk Chelsey Hough has been selected to fill the Utility Billing Clerk position. In the Public Works Department, Jeffery Justice was hired as an Equipment Operator and Jason Collins was hired as a Sanitation Driver.
 - k. Co-Interim City Administrator Chief Gerald Herman discussed the four vacant positions that Human Resources is actively recruiting to fill. In the Public Works Department a Public Works Superintendent and an Equipment Operator; in Finance a Utility Accounts Payable Clerk; and in the Parks Department a Recreation Superintendent is needed.
 - l. Co-Interim City Administrator Chief Gerald Herman announced that the Library Roof was inspected and has notable hail damage. TML has sent out an adjuster. The City is waiting for TML to report back to us.
 - m. Co-Interim City Administrator Chief Gerald Herman announced that the Parks and Recreation Department is taking sign ups for Spring Baseball, Softball, Volleyball, and Soccer teams. Sign ups continue until March 8th.
 - n. Co-Interim City Administrator Chief Gerald Herman announced the Spring Classic Soccer Tournament which is scheduled for March 9th – 11th. This year there are 96 teams participating, up from 72 last year.
 - o. Co-Interim City Administrator Chief Gerald Herman discussed the Parks Department's Community Survey project. Projects identified by the public are right in line with priorities set by the Leisure Services Board.
 - p. Co-Interim City Administrator Chief Gerald Herman discussed the repair work related to the Portland Road Gabion Basket Retaining Wall on the Greenway. The engineer design was

misunderstood by the contractor and an extra width of two feet of concrete was added prior to the baskets being set. The baskets had to be removed and the wall cut back to the pre-disaster width. New gabion baskets have been ordered and the project will be completed within the next few weeks.

- q. Co-Interim City Administrator Chief Gerald Herman discussed City Hall's parking inadequacies and the options for correcting them.
- r. Planning and Codes Director Addam McCormick provided an update regarding the SR 76 sidewalk project to the Board.

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. Bibb, second by Ald. Decker 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:

- a. **Resolution 12-01** - An ordinance adopting Policies and Procedures for Unclaimed Property Reporting for the City of White House, Tennessee.

Motion was made by Ald. Decker, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Resolution 12-01 was approved.**

- b. **Resolution 12-02** - A resolution adopting policies and procedures for the administration of federally tax-exempt debt obligations.

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Resolution 12-02 was approved.**

- 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.

Motion was made by Ald. Bibb, second by Ald. Paltzik to approve. A voice vote was called for with all members voting aye. **Resolution 12-03 was approved.**

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.*

Motion was made by Ald. Bibb, second by Ald. Hutson to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Decker - aye; Ald. Hutson - aye; Ald. Paltzik - aye; Mayor Arnold - aye. **Ordinance 12-01 was approved.**

- 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.*

Motion was made by Ald. Paltzik, second by Ald. Hutson to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Decker - aye; Ald. Hutson - aye; Ald. Paltzik - aye; Mayor Arnold - aye. **Ordinance 12-02 was approved.**

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

Motion was made by Ald. Hutson, second by Ald. Bibb to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Decker - aye; Ald. Hutson - aye; Ald. Paltzik - aye; Mayor Arnold - aye. **Ordinance 12-03 was approved.**

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.

Motion was made by Ald. Paltzik, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Change Order #4 was approved.**

- 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.

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Morgan Keegan & Company, Inc's finance agreement was approved.**

- 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.

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **North Central Security Services' bid was approved.**

- 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.

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Lease Agreement with Robertson County was approved.**

- e. To approve or reject Hylant Group's contract for Insurance Broker for the City of White House. The selection committee recommends approval.

Motion was made by Ald. Bibb, second by Ald. Paltzik to approve. A voice vote was called for with all members voting aye. **Hylant Group's contract was approved.**

13. Other Business

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

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **The Human Resources Director's relocation extension request was approved.**

14. Discussion Items

- a. Library Board Appointment to replace Randall Held - Emily McCormick - Term Expires

Motion was made by Ald. Bibb, second by Ald. Paltzik to approve. A voice vote was called for with all members voting aye. **Emily McCormick was appointed to the Library Board.**

15. Other Information

16. Adjournment

The meeting was adjourned at 7:54 pm.

REPORTS....

**General Government Department
February 2012**

Administration

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

- February 2 - McDonalds Grand Re-Opening
- February 6 - Bid opening for Fire Alarm at City Hall
- February 8 - Health Care Proposals
- February 9 - Meeting with Health Care Broker
- February 13 - Staff Meeting
- February 13 - Conference Call Standard & Poor's Bond Rating
- February 15 - MPO Executive Meeting (Nashville)
- February 16 - Board of Mayor and Alderman Meeting
- February 21 - Chamber of Commerce Luncheon
- February 22 - Leisure Services Board Meeting
- February 23 - Council from Istanbul, Turkey (Hendersonville Chamber of Commerce)
- February 27 - Staff Meeting
- February 27 - Meeting with Charlotte Soporowski, Finance Director, and Gary Jaeckel, MTAS representative, to discuss the Board Budget Retreat
- February 29 - Interview for Recreation Supervisor job

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

- February 2 - Sumner County Joint Economic Development Board
- February 2 - TN Economic/Community Development Community Meeting with Representatives
- February 6 - WHIRL Luncheon
- February 14 - Regional Transit Agency Operations Committee Meeting
- February 15 - MPO Executive Board Monthly Meeting
- February 15 - Regional Transit Agency Monthly Meeting
- February 15 - Greater Nashville Regional Council Monthly Meeting

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

- February 38 - Meeting with Gerald Herman, Police Chief, and Gary Jackel, MTAS representative, regarding the Board Budget Retreat

Website Management			
	February	FY 11 - 12	FY 10 - 11
Number of Internal Requests for Website Updates	15	98	138
Visits	8,168	64,053	92,795

Our city website has had 8,168 visits during the month of February, which was an increase of 724 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	1,996	Franklin, KY	199
Oak Ridge, TN	1,085	Atlanta, GA	124
Gallatin, TN	366	Knoxville, TN	116
Hendersonville, TN	283	Brentwood, TN	99
White House, TN	250	Madison, TN	74

**General Government Department
February 2012**

Did you know 30% of this month's visitors accessed the City's website directly and 47% of visitors accessed the website through the Google search engine? In addition, the percentage of returning visitors was 45% and 55% of visitors were new to the website. Our website was accessed by visitors in 52 different countries from around the world.

Facebook Management			
	February	FY 11 - 12	FY 10 - 11
New Likes ¹	14	194	683
Number of Posts ²	11	52	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
February 2012**

Finance Section

February officially closes out property tax season with 92% of the total property tax base collected. That puts 8% of the property tax base delinquent on March 1. This is continuing a trend of improvement over the last three years, specifically putting us ahead of where we were last year by 3%.

The Finance Director received the draft financial statements during February, and spent a significant amount of time writing the Management's Discussion and Analysis, as well as contributing information necessary for several of the footnotes. The audit firm is planning to have the final document ready and will be making a presentation at the March meeting. The other very time consuming activity for the month was pursuit of the bond refunding that will close on March 9. The Finance Director contributed a significant amount of time to the preparation of the official statement, preparing for and participating in a bond rating call with Standard & Poor's, and preparing for and participating in a tax call with our bond counsel Bass, Berry, & Sim's. This has all culminated in some excellent results for the City. The Bond Rating of AA- was confirmed by Standard & Poor's, and the bond sale resulted in a better interest rate, and proportionally larger savings for the City on the refunding than was initially anticipated. The Refunding Plan initially anticipated an aggregate savings of \$202,665, but actual savings ended up being \$264,341. There is detailed information about the bond rating in the Other Information section of this packet.

The Finance Director participated in two different meetings with other staff members and representatives from the Hylant Group to discuss the performance of our current self-funded plan and how we may move forward for the upcoming insurance renewal. The result of these meetings along with analysis from Hylant group will be presented for approval at the March Board meeting.

The Finance Director and Police Chief met with MTAS (Municipal Technical Advisory Service) Management Consultant, Gary Jaeckel to plan for the Board Budget Retreat which will take place on March 13th-14th at Fire Station #2.

Performance Measures

Major Fund Balances

Fund	Cash Balance	Investment Account Balance
General Fund	\$1,586,966.83	\$3,001,018.60
Sanitation	\$274,148.25	\$345,989.52
Wastewater	\$294,752.09*	\$787,314.94

- 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	1 paper checks 186 direct deposits	0 Retroactive Adjustments	0 Voids

Accounts Payable

	February	FY	Last February	Last FY
Total Invoices Processed	347	2,588	323	2,428

**Finance Department
February 2012**

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	346	13	24	11	66	5	8	7	7	6	14	507
Customers	315	0	4	0	12	0	0	1	3	0	25	360

Finance	Accounts Payable	Business License	Property Tax	Court	Purchasing	Finance Directors Office	Total
Calls	0	12	153	125	55	1	346
Customers	0	9	236	64	6	0	315

Purchase Orders

Codes	4	\$9,929.12	Court	0	\$0.00
Fire	4	\$2,691.00	Library	3	\$1,113.26
Police	14	\$3,642.83	Waste Water	34	\$56,006.41
Human Resources	0	\$0.00	Public Works	8	\$11,868.04
Engineering	1	\$500.00	Sanitation	5	\$6,465.94
Administration	3	\$978.00	Parks	23	\$4,747.74
Finance	5	\$1,741.63	Bldg. Maintenance	6	\$997.00
			Cemetery	2	\$83.40
Total	112	\$100,764.37	Void	5	

	Number of PO's	Value of PO's
Purchase Orders \$0 - \$999	89	\$24,618.85
Purchase Orders \$1000 - \$9999	23	\$76,145.52
Purchase Orders Over \$10,000	0	\$0.00
Total	112	\$100,764.37

Emergency Purchase Orders – February

Number	Vendor	Items	Amount	Nature of Emergency	Department
16997E	Wascon	Material labor and mileage	\$1,047.42	Work on actuator at WW Plant	Wastewater
16996E	Wascon	Repair Wilkinson Lane station	\$825.50	Station down	Wastewater
16998E	Wascon	Touch pad, soft starters	\$5,600.98	Replace touch pad and soft starters at Wilkinson Lane Station	Wastewater
16995E	Wascon	Material, labor, and mileage	\$9,689.89	South Palmers Chapel station down	Wastewater

Business License Activity

Opened	4
Closed	0

Delinquency Rate: 62%

**Finance Department
February 2012**

Cumulative Information

Class	Total Licenses	Delinquencies
1	46	41
2	149	83
3	299	193
4	206	116
Total	700	433

Municipal Court – Citations disposed either through court or payment

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	0
Child Restraint-under 4	0	Parking Violation	0
Anti-Noise Regulations	1	Vehicle Registration Law	20
Improper Backing	0	Seat Belt Violation -- 18 and Older	32
Failure to Yield Right of Way	0	Speeding	138
Financial Responsibility Law	0	Careless Driving	0
Following Too Closely	78	Disobedience to Traffic Control Device	5
Motor Vehicle Requirements	2	Enter Access Roadway	0
Improper Passing	6	Graduated Drivers License	0
Drivers Exercise Due Care	2	Turn to Avoid Signal	0
Codes Violations/Animal Control	9	Texting While Driving	0
Drivers License Law	2	Move Over Law	0
Stop Signs	2	Total	304

Municipal Court - Case Disposition

Disposition	Total
Ticket Paid in Full – Prior to Court	90
Guilty as Charged	18
Dismissal	15
Dismissed upon presentation of insurance	61
Not Guilty	2
Dismissed to Traffic School	22
Dismissed with Costs and Fines	74
Dismissed with Costs	16
Dismissed with Fines	6
Case Transferred to County	0
Dismissed with Public Service	0
Total	90

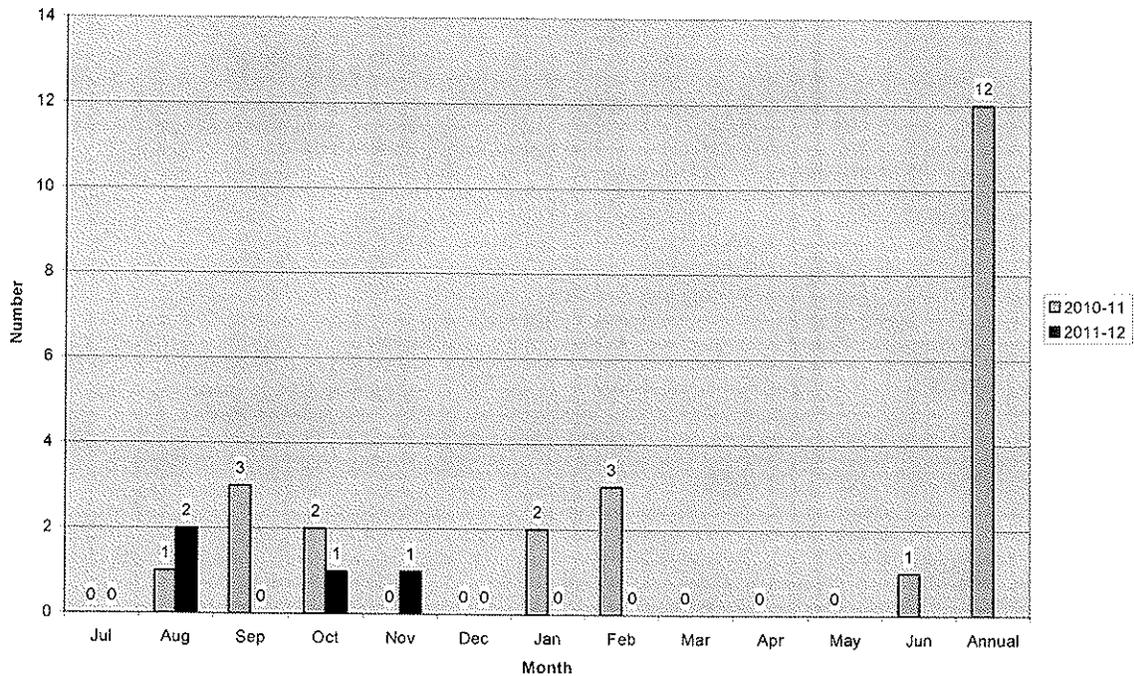
**Human Resources Department
February 2012**

Administration

- Recruiting for Public Works & Parks & Recreation Superintendents
- Recruiting for Finance Utility Billing Specialist and Utility Billing Clerk
- Continued recruitment for Police Department Record Clerk I
- Continued recruitment for Public Works Equipment Tech I
- Hired two Public Works Employees- Sanitation Driver & Equipment Tech I
- Conducted two exit interviews- Public Works & Parks & Recreation
- Participated on Police Department's Annual Award's selection committee
- Partnered with other COWH Dept Heads/ Staff members to establish new Ins Brokerage RFP- The HYLANT Group Selected
- Attended COWH Safety Meeting, 2/28/2012
- Attended (TCRS) State Retirement Session, Franklin , TN, (Friday) 2/10/12
- Announcement to COWH Employees: John Bosch Memorial Recognition Service, Gallatin, TN 2/28/2012, Family Acknowledgement Letter Received
- COWH Email announcement on Winter Safety Tips
- Processed one (1) (FMLA) Family Medical Leave request
- Scheduled to attend Quarterly (TNPRIMA) Risk Management Round table discussion, Smyrna, TN, 2/28/12 Postponed due to inclement weather
- Processed (2) TN Unemployment Claims: Both rejected; COWH favor

Injury Reports: Zero (0) reports which is equal to the Feb. 2011 report (0)

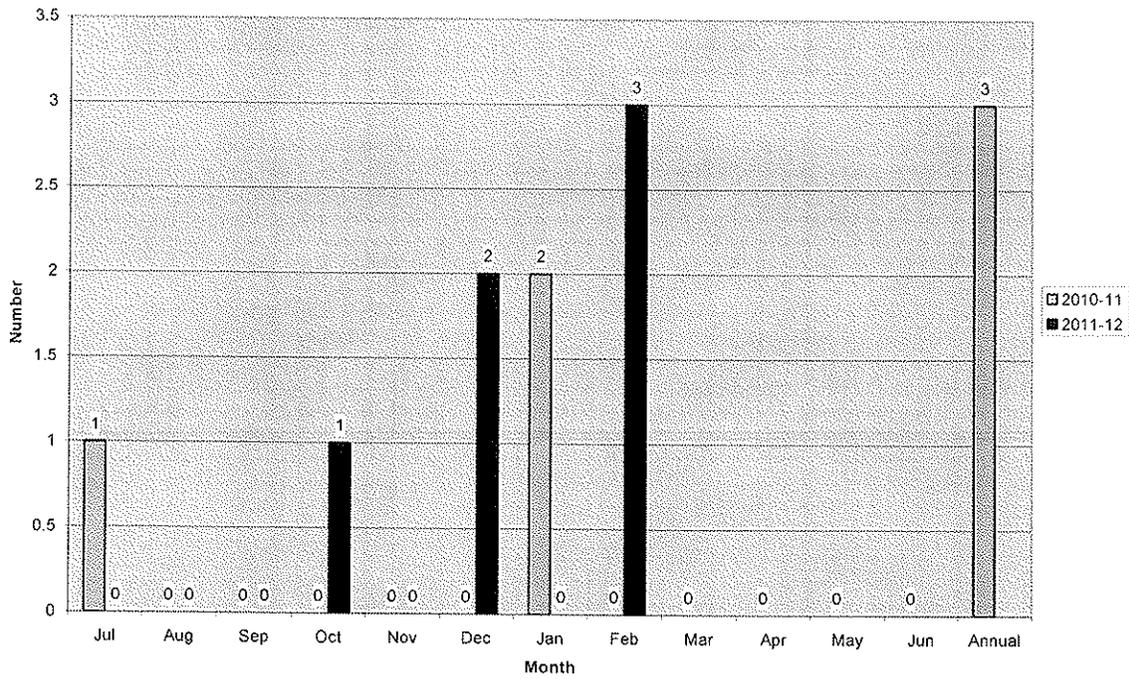
Number of Injury Reports



**Human Resources Department
February 2012**

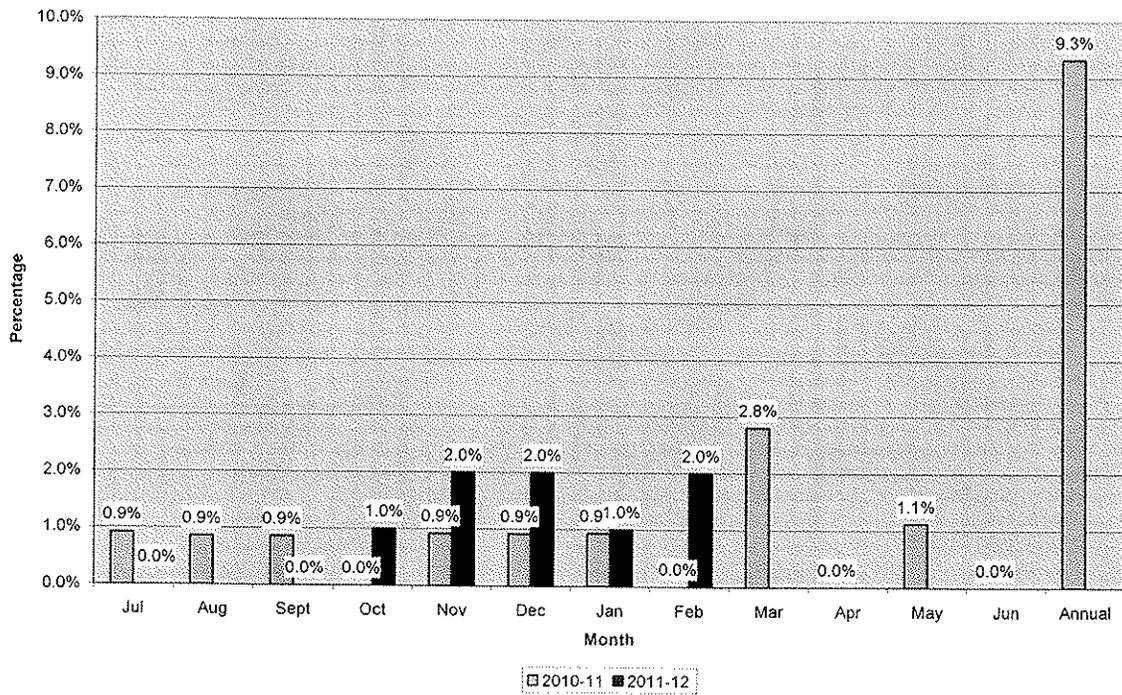
Property/Vehicle Damage Reports: Three (3) reports, Feb. 2012 compared to (0) reports, Feb 2011

Number of Property/Vehicle Damage Reports



City Wide Turnover: Two (2) terminations Feb, 2012 compared to (0) terms Feb, 2011

Citywide Turnover



**Police Department
February 2012**

Highlights

- The White House Rotary Officer of the Year Luncheon was held on February 16th. Officer Joel Brisson was chosen by his superiors as the 2011 Officer of the Year. Officer Joel Brisson has been a White House Police Officer for 5 ½ years. He graduated from the Tennessee Law Enforcement Training Academy August 4, 2006 and was hired by the White House Police Department on August 11, 2006. Officer Brisson is a tremendous asset to the Police Department. For the last two years, he has attended the Governor's Highway Safety Office Meetings for the Police Department. He was the Lead Officer for the department in the Tennessee Governor's Highway Safety Law Enforcement Challenge, where we have taken Third Place in Category 2: 11-25 Officers. Officer Brisson has received the "Most Citations" award for 2008, 2009 and 2010. He is confident in his abilities and one of the hardest working employees at the police department.
- The White House Police Department has been awarded 14 Dell Computers and 17 IPod touches that were seized in a fraud investigation this past March. The Secret Service assisted us in this case. Two suspects have been convicted and sentenced on Federal crimes. The equipment is new and has an approximate \$20,000 value. We are currently researching costs and the best utilization of these tools in the work place.

Meetings/Civic Organizations

- **Chief Herman attended the following meetings in February:** Tennessee Association of Chief's of Police (Feb. 1st -3rd), McDonald's Grand Re-Opening (Feb. 2nd), Robertson Co. User Group Meeting (Feb. 8th), Relay for Life Chili Cook-off Judge (Feb. 9th), Department Head Staff meetings (Feb. 13th and 27th), WHPD Awards Committee Meeting (Feb. 15th), Board of Mayor and Aldermen (Feb. 16th), Robertson County 911 Board Meeting (Feb. 21st), Drug Task Force and Command Staff Meeting (Feb. 22nd),
- **Captain Mingleдорff attended the following meetings in February:** Rotary Club (Feb. 2nd, 16th and 23rd), Safety Committee (Feb. 28th), Chamber of Commerce (Feb. 21st), Awards Committee Meeting (Feb. 23rd).

Police Department Administration Performance Measurements

1. **Achieve accreditation from the Tennessee Law Enforcement Accreditation program by June 3, 2013.** The accreditation process has 152 professional standards that need to be met. Policy and procedures need to be written and proofs shown for each standard prior to approval by an assessor. We have written policies and procedures to comply with 32 of these standards. We are in the process of gathering proofs for these 32 standards and writing additional policies. An assessor this month reviewed ten of our files. Six of these files were approved and the other four needed additional documentation.
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
February	0	16	0	16
Total	0	16	24	40

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	February 2012	FY 2011 - 2012
Two (2) Officers per Shift	28	169
Three (3) Officers per Shift	28	317

**Police Department
February 2012**

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.
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	February 2012	Per 1,000 Pop.	Total 2012	Per 1,000 Pop.
<i>Serious Crime Reported</i>				
Crimes Against Persons	8	1	21	2
Crimes Against Property	36	4	65	6
Crimes Against Society	16	2	37	4
<i>Total</i>				
	60	6	123	12
Arrests	37		83	

*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.*

	February 2012	Total 2012
Traffic Crashes Reported:	29	61
Enforce Traffic Laws:		
Written Citations	280	642
Written Warnings	106	273
Verbal Warnings	269	623

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
February	29	4	14%	21%

Traffic School: Sgt. Keith Anglin instructed a DDC-4 Traffic School Class on February 9th. The class had approximately 22 students. The next class will be held on March 8th, 2012.

Staffing

K-9

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

Sumner County Emergency Response Team

- ERT had 9 hours of monthly training in Gallatin during February.

Volunteer Reserve Officers

- Sgt. Hunter instructed the Reserves on the first half of their radar class.

Police Department
February 2012

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.*

2012 Clearance Rate		
Month	Group A Offenses	YTD
February	71%	78%

Communications Section

	February 2012	Total 2012
Calls for Service	1,214	2,737
Alarm Calls	26	48

Request for Reports

	February 2012	FY 2011-12
Requests for Reports	7	133
Amount taken in	\$9.70	\$88.15
Tow Bills	\$0.00	\$600.00
Emailed at no charge	22	237
Storage Fees	\$0.00	\$550.00

Staffing

- We have completed interviews for the Records Clerk position. Captain Ring is currently doing backgrounds. We are hoping to have that position filled by mid March.

Volunteer Police Explorers

- The Explorers held their monthly meeting. They gained one new member this month.

Item(s) sold on Govdeals:

- 1) 2002 Crown Vic Vin # 9523 (PD17).....\$660.00
- 2) 2002 Crown Vic Vin #9524 (PD18).....\$1,152.99

Crime Prevention/Community Relations Performance Measurements

1. *Teach D.A.R.E Classes (10 Week Program) to two public elementary schools, by the end of each school year.* The program resumed February 13th, 2012 at White House Middle School. Captain Mingledorff will be instructing the ten week course to a total of 7 fifth grade classes (155 students) during the spring semester. Graduation will be held in May.
2. *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. Planning for the 12th annual event has begun. This year's event is being scheduled for Monday, September 3, 2012 (Labor Day). **Complete.**
3. *Plan, recruit, and coordinate a Citizen's Police Academy as an annual event.* The 12th Annual class began on Tuesday, February 21, 2012. Twenty-five citizens are currently enrolled and attending the classes. Classes meet ten weeks once a week for three hours. Graduation is scheduled for Tuesday, April 24th.

Police Department
February 2012

4. *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		
	February	YTD
Community Activities	4	8

- **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, February 23, 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 recognize and 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 the following safety classes to four kindergarten classes at R. F. Woodall Primary School during the month of February: Mrs. Nipper, February 7th, Mrs. Marvin, February 14th, Mrs. Cron, February 21st, and Mrs. Gilley, February 28th. A total of 82 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 holiday and into the New Year.
February's class was held on Wednesday the 8th, from 11:00 am – 12:00 pm for 50 senior citizens. Topics covered were Effective Crime Reporting and Neighborhood Watch.
- **S.P.E.A.R.E:** Sgt. Eric Enck instructed a mini-class at Gallatin High School.

Special Events: *WHPD Officers participated in the following events during February:*

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

Fire Department February 2012

Summary of Month's Activities

Fire Operations

The department responded to 83 requests for service during the month. Of these, 51 responses were medical emergencies. The department responded to 6 vehicle accidents with reported injuries. One person required transport to an area hospital. On February 1st, the department was dispatched to I-65 to a reported vehicle accident involving a pedestrian. The accident resulted in a fatality; there were no other injuries reported with this incident. On February 10th, the department responded to a reported structure fire. When units arrived on scene, the fire had been extinguished by a neighbor using a fire extinguisher. There was minor damage to the kitchen and no injuries were reported. On February 26th, two brush grass fires occurred at different locations. Both were extinguished and confined to a small area.

Fire Administration

- February 7th - Chief Palmer attended a meeting at the Robertson County 911 center that included a digital paging system presentation.
- February 9th - Fire Marshal Sisk represented the department at the Relay for Life event at Heritage High School.
- February 21st - Chief Palmer attended the Robertson County 911 meeting in Springfield.
- February 22nd - Chief Palmer and Fire Marshal Sisk attended a General Assembly committee meeting in Nashville concerning local fire code adoption.
- February 28th - Fire Marshal Sisk conducted the monthly safety committee meeting.
- During the month of February, Fire Marshal Sisk attended 5 National Weather Service online briefings.

Update on the Department's Goals and Objectives

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

Departmental Highlight

On February 16th, the annual Rotary Club Firefighter and Police Officer of the Year event was held. This event is held to honor a firefighter and police officer for their exemplary service for the year. Several members of the department attended the event. Firefighter Richard Dorris was the recipient of the Firefighter of the Year award.

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
February 2012**

Monthly Performance Indicators

Incident Responses

Structure Fires	1	Vehicle Accidents (General Cleanup)	8
Cooking / Electrical Fires	1	Vehicle Accidents (With Injuries)	6
Vehicle Fires	0	Rescue	0
Grass, Brush, & Trash Fires	2	False Alarms / Calls	5
Hazmat	0	Assist Other Governmental Agency	0
Other Calls	9	Total Responses for the Month	83
Emergency Medical Responses	51	Total Responses YTD	602

Fire Fighter Training

Total Training Man Hours for the Month	713
Total Training Man Hours YTD	3,287.5

Fire Inspection

	This Month	YTD
Fire Inspections	6	51
Fire Investigations	1	3
Plat / Plan Reviews	2	13
Fire Preplans	0	100

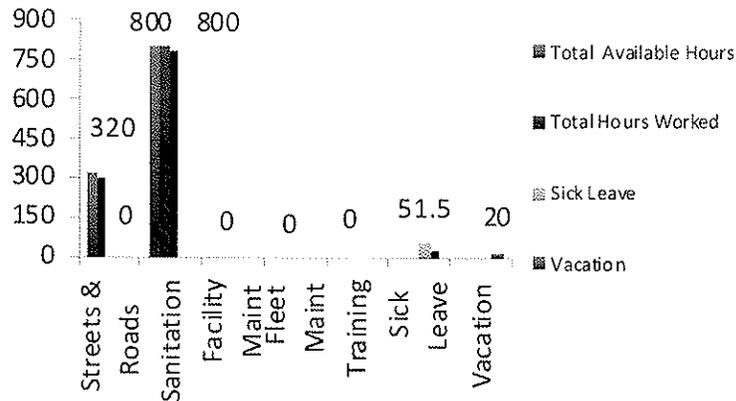
Public Fire Education

	This Month	YTD
Participants	485	2,784
Education Hours	19	114.5
Number of Occurrences	10	64

**Public Works Department
February 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 February by department. It also represents the number of sick and vacation days used. There is no longer a vehicle maintenance mechanic; routine maintenance has been performed by the Public Works staff on vehicles as needed.

Recycling

Single Stream	54,000 Pounds
Scrap Metal	0 Pounds
Yard Waste	26,723 Pounds
Recycled Oil	125 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 February. Total operating cost for the month of February to be determined.

City of White House Clean up days

For the month of February there were a total of 33 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: 63

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

Sanitation Enterprise Fund Totals

Number of Customers Billed	Net Total Billed	Total Billed YTD	Revenue Received	Revenue Received YTD
3642	\$57,150.00	\$454,470.00	\$58,854.20	\$458,032.23

Staffing

The public works department is authorized 11 full time employees. Currently we are down a Equipment Operator I positions.

**Public Works Department
February 2012**

Interdepartmental Training

- NIMS 100 & 700 -- New Hires
- Storm Patrol Policy
- Rear Load Truck -- Operation Policy

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 February, we had a total of 44 citizens utilized the mobile emissions testing station located at the Public Works Facility. See the chart below and notice the usage since February 2011.

February 2012	44
February 2011	38

February 2012 Truck Poundage and Fuel Costs

	February 2012	YTD
Tons per day	15.86	18.31
Pounds for 1 months	507,380	4,672,060.00
Tonnage for 1 months	253.69	2,336.03
Fuel used Truck #319	\$1,401.05	\$2,840.56
Fuel used Truck #320	\$367.44	\$11,218.51
Fuel used Truck #321	\$996.88	\$3,194.63
Fuel used Truck # 323	\$476.25	\$7,909.37
Fuel used #324	\$3,241.62	\$2,893.06
Total Fuel cost for 8 months		\$28,087.03

*Fuel decreased \$336.72 from the month of January

Services Provided	Total	YTD
Brush Pick Up (stops)	104	1,468
Brush Truck Load	23	254
Emergency Call Outs	1	2
Damaged Carts Replaced	5	39
New Carts for New Home Construction	6	50
Additional Cart Request	1	8
Curbs Repaired	0	0
Shoulders Repaired	1	3
Drainage Requests	0	37
Drainage Work (feet)	0	5,326
Potholes Repaired	33	91
Salt Usage (tons)	0	0
Signs Installed	12	123
Handicapped Pick Up	81	642
Move In Special Pick Up	0	15
Move Out Special Pick Up	0	2
Dead Animal Removals	0	7
Citizens requesting a pick up due to forgetting to place cart at curb after route has been completed.	1	28

Public Works (Wastewater) Department
February 2012

Monthly Performance Indicators and Year to Date Totals

Service Provided	Month	Total YTD	Amount Billed	Revenue Received	Revenue Totals 2011 - 2012
New Service Connections (Capacity Fees)	0	0	\$ 0.00	\$ 0.00	\$ 7300.00
Customers Billed	3886	N/A	Net Amount \$330,952.70	\$258,990.85	2,088,952.60
Applications or Transfers for Service	31	71	n/a	\$3,125.00	\$20,395.75
Late Penalties	1106	7582	\$4,972.06	N/A	N/A
Adjustments	39	N/A	N/A		
Administrative Fees	3	211	\$150.00	\$150.00	\$8,575.25
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	7	147	\$5,593.38	Included in Admin Fees	Included in Admin Fees
Commitments for Service		0	\$0.00	\$0.00	0.00
Bulk Disposal	4	4	\$600.00	\$600.00	\$600.00

*Revenue from Previous Month Service

Monthly Totals: \$262,865.85 \$2,125,973.60

	Month	Total YTD
Work Orders	42	206
All Service Requests	31	958
Billing Related Service Requests	78	324
Mainline Repairs	0	0
Service Line Repairs	2	29
E/One to E/One	18	191
E/One Conversion	10	113
Green Project	25	114
L.P. Service Requests	75	491
Vacuum Service Requests	2	54
Major Lift Station Repairs	1	3

Responses to SCADA Alarms		
	Month	Total YTD
North Palmers	36	795
Calista	42	462
Wilkinson	32	255
Portland Road	0	10
Crossing	0	85
Union Road	0	0
Meadowlark	0	6
Hwy 76	0	11
Cambria	9	10
Treatment Plant	23	288
Total Responses	160	1922
TN One-Call Requests	112	520

	Flow MGD	Plant Capacity	Inches of Rain Fall	% of Capacity
Average Daily Flow (effluent)	0.6833	1.4 MGD	1.5	39%

Planning and Codes Department
February 2012

Summary of Department Activities:

Staff attended the bid opening meeting for the City Hall Fire/Security Alarm Project. Staff completed a subdivision acceptance inspection with Public Works and Wastewater Staff. Staff spoke at the White House Chamber luncheon meeting about new businesses, new developments and roadway projects. Staff attended a meeting with Sumner County Building Officials to discuss four day work weeks and new proposed state laws. Staff obtained bids to purchase drainage pipes and to hire a contractor to complete detention pond improvements for the Brookside Condo development on Wilkinson Lane.

Department Highlight:

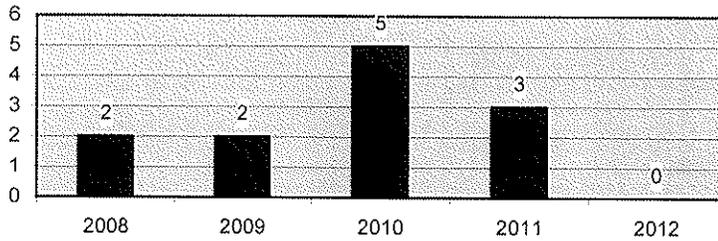
Staff received information from planning and building inspector organizations about applicable proposed state and federal laws. Staff received information on the proposed legislation including detailed explanation on the reason for and the potential result of the proposed laws. Staff also received information about court cases regarding building and planning related cases.

Cost Savings:

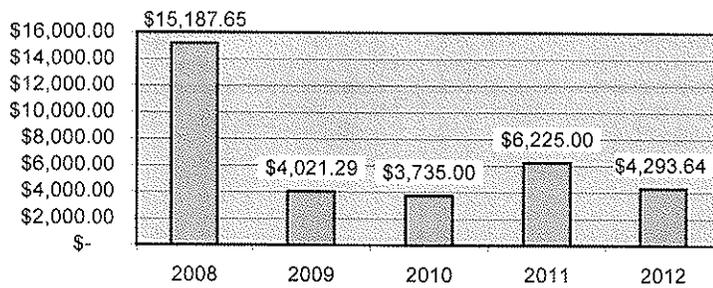
The City's consultant engineer prepared a digital parking lot design plan for the proposed Library parking lot improvements. The plan includes cost estimates. The consultant engineer completed the preliminary plans under the existing service contract.

**Planning and Codes Department
February 2012**

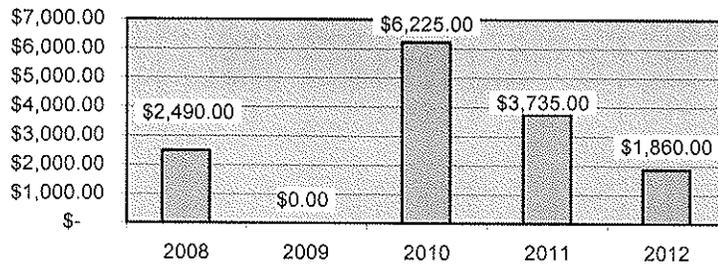
Single Family Permits



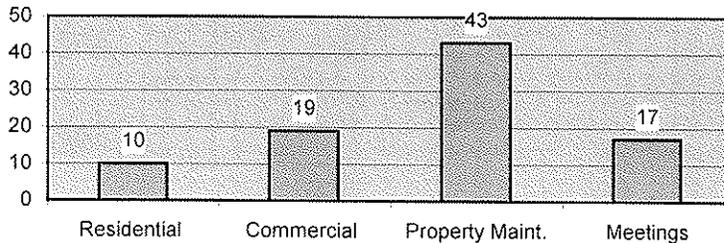
Impact Fees



Permit Fees



Inspections / Meetings



	Month	FY 11-12
MEETING AGENDA ITEMS#		
Planning Commission	0	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	3	55
New Commercial	1	1
New Industrial	0	0
Other Com/Ind	1	14
State Electrical	20	195
Sign	0	4
Occupancy Permits	7	62
Other	0	1
BUILDING INSPECTIONS		
Residential	10	182
Hours	3.83	59.17
Commercial /Industrial	19	132
Hours	8.5	65.83
CODE ENFORCEMENT		
Total Cases	43	602
Hours	5.9	78.73
Complaints Received	4	69
MEETINGS		
Administration	9	40
Hours	12.25	70.42
Planning	5	77.08
Hours	6.5	71.08
Codes	3	24
Hours	1	17.25
FEES		
Permit Fees	\$ 1,860.00	\$ 9,077.00
Board Review Fees	\$0.00	\$ 1,825.00
City Impact Fee	\$4,293.64	\$ 11,763.64
Roads	\$0.00	\$ 2,286.00
Parks	\$0.00	\$ 2,376.00
Police	\$2,586.45	\$ 4,278.45
Fire	\$1,707.19	\$ 2,823.19
PLANNING COMMISSION APPROVAL		
Subdivision Lots	0	6
Commercial/Industrial (Sq ft)	0	3,423
Multi-Family Units	N/A	0
Other	N/A	0
OTHER ITEMS		
Subdivision Bonds: 20	\$	991,600.00
Builders Bonds	\$	58,122.95
Workings Days in Month		16

Parks, Recreation, & Cultural Arts Department
February 2012

Summary of Month's Activities

Employee News / Training

Allison Baker, formerly the Superintendent of Recreation, left on February 23rd to pursue work with the City of Goodlettsville Parks and Recreation Department. We conducted interviews to fill the position on February 29th and March 1st. The interview panel consisted of Cheryl Lewis-Smith, Ashley Smith, Gerald Herman, Linda Brooks, and Steven Russell. Mr. Kevin Whittaker has accepted the position and he will begin work on March 19th.

The Director is attending the Revenue Development and Management School in Wheeling, West Virginia from March 11th - 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.

The Leisure Services Board had a special called meeting on February 22nd to hear Middle Tennessee PARTAS consultant, Mac Reagan, speak about how to create a Parks Foundation or "Friends" organization. The city of Manchester and Athens have very successful foundations and they have been willing to help answer questions. The Manchester foundation has raised over \$400,000 since 1996. 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.

White House Youth Soccer practices started this month; Select league practices on the 13th and Recreation league practices on the 25th. White House Dixie Youth practices begin on March 1st. We have also been supporting White House Heritage Middle School Baseball and Softball teams by providing a place for them to practice at the Park.

Recreation

Youth Basketball games finished at the end of February after a fun and exciting season of learning and competition. Each player was awarded a participation trophy. Tournaments were held for the 3rd & 4th grade girls and boys.

Men's Open League Basketball games finished at the end of February. The season concluded with a single elimination tournament.

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. Attendance to the Wednesday night class is especially strong with an average of 30 people per class.

Adult Open Gym will be open 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.

Registration for Adult Softball continued this month. We are offering a Co-ed League, Men's Open Recreational, and Men's Open Competitive. So far we have 6 teams committed to the Men's Recreation League. Registration will end in March.

Church Co-ed Volleyball registration was extended until February 29th. We have 8 teams registered. This is the same number that we had last year. Games are scheduled to begin March 27th. The games will be played on Tuesday & Thursday nights with each team playing twice a week. We have also added 2 practices for all teams this year. The games will take place on Tuesday's and Thursday's.

Little League Challenger will also be returning this spring. Little League Challenger Baseball registration is scheduled to close on March 10th. 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.

Parks, Recreation, & Cultural Arts Department
February 2012

Big League Baseball registration for ages 15-17 began February 6th and will end May 3rd. 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 worked with L & G Construction to correct an improperly located gabion basket retaining wall at the Portland Road Bridge location. During the FEMA repair project, the wall had been placed too far over from the trail and had to be moved back to the original location.

A new tile floor has been installed in the bathrooms at the Field 5/6 location to make the interior look more attractive. The floor in the Field 2/3 bathrooms was painted for the upcoming season.

Employees performed maintenance to the foul ball nets at the quad and Field 7 by re-attaching them to the rails with aluminum ties. We have spent a great deal of time preparing for the upcoming baseball / softball season and soccer season by working on various field maintenance tasks.

Update on Department Goals and Objectives

The rear gates of the Municipal Park were closed on Tuesday, February 28th. The very next day this decision paid off, as the Police Department stopped and arrested two individuals who vandalized the Park with their vehicles and had one less escape route.

Department Highlight

The White House Youth Soccer association is hosting the Spring Classic Soccer Tournament on March 9th-11th and 98 teams are participating in the event. Last year there were 72 teams so this is a large increase. The thousands of visitors that come to White House will impact the local businesses in a positive way. The teams are traveling here from Evansville, St. Louis, Louisville, Frankfurt, Indianapolis, Knoxville, Chattanooga, Jackson TN, and all over middle Tennessee. We are very excited about this event and what it means for our community.

Department Cost Savings Report

Nothing significant

**Parks, Recreation, Cultural Arts Department
February 2012**

	Prior Years				
	FY 2006-2007	FY 2007-2008	FY 2008-2009	FY 2009-2010	FY 2010-11

	Current Year		
	Jan-12	Feb-12	YTD FY 2011-12

Maintenance

Mowing Hours	1,020	1,044	1,853	1,469	1,486
Pounds of Grass Seed Sown	4,350	3,670	5,130	1,895	3,140
Pounds of Fertilizer Applied	16,795	6,150	9,200	4,590	8,150
Number of Trees/Shrubs Planted	69	57	259	11	20

	0	20	643
	25	50	2,150
	15	0	1,304
	0	0	24

Recreation

Number of Youth Program Participants	326	377	353	336	354
Number of Adult Program Participants	291	857	2,309	1,343	2,353
Number of Theatre Production Attendees	271	102	0	0	0
Number of Special Event Attendees	3,453	2,865	2,989	2,505	3,484
Total Number of Special Events Offered	6	8	11	17	19
Total Number of Programs Offered	13	23	46	38	68
Youth Program Revenue	\$31,045.38	\$22,095.25	\$25,414.98	\$27,728.00	\$29,068.00
Adult Program Revenue	\$14,713.00	\$15,246.25	\$19,337.35	\$9,368.25	\$14,899.65
Theatre Production Revenue	\$1,195.00	\$485.00	\$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	0	393
	151	188	1,565
	0	0	0
	0	0	3,725
	0	0	13
	7	8	44
	\$70.00	\$281.00	\$23,465.00
	\$1,298.95	\$4,012.00	\$14,220.80
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$4,015.00

Administration

Number of Shelter Reservations	115	112	139	153	116
Hours of Shelter Reservations					
Shelter Reservation Revenue	\$3,612.50	\$3,732.00	\$4,183.00	\$4,083.00	\$3,415.00
Number of Facilities Reservations	257	305	256	105	63
Hours of Facility Reservations					
Facility Reservation Revenue	\$19,601.34	\$28,514.05	\$20,813.71	\$6,345.82	\$6,475.63
Misc. Revenue	\$36,238.58	\$39,729.53	\$115,858.99	\$52,032.78	\$60,991.46

	0	0	57
	\$170.00	\$169.00	\$1,513.00
	8	1823	57
	\$1,769.50		\$6,525.00
	\$3,284.41	\$26,865.40	\$47,403.21

Senior Center

Senior Center Participants	2,619	3,993	2,326	2,399	2,860
Number of Trip Participants	274	366	293	316	473
Number of Meals Participants	3,433	3,430	3,555	3,848	2,912
Number of Program Participants			1,407	587	632
Number of Trips Offered	45	43	31	31	42
Number of Meals Served	50	48	48	50	46
Number of Programs Offered	4	5	45	54	50

	342	375	2,200
	18	47	234
	267	363	2,156
	503	585	2,742
	2	4	19
	4	5	32
	9	9	58

White House Inn Library & Museum
February 2012

Summary of February Activities

The library implemented a new web-based circulation interface provided by The Library Corporation, the library's current software provider. Janet Parchman attended two webinars on the new TLC circulation interface. All staff members watched the associated training videos and have been using the web-based interface at the circulation desk. TLC is currently working on a few small issues with the web-based circulation.

Rebecca and Janet attended a regional in-service on February 14th at the Warioto Regional Center in Clarksville. Marion Bryant, the administrator of R.E.A.D.S., presented a hands-on workshop during which participants were able to view and use many different eBook readers and tablets. Ms. Bryant also discussed the future of eBook publishing and how digital content is expected to impact public library services in the future.

While they were at the Warioto Regional Library Center, Rebecca and Janet chose 285 books from the Regional Center's collection of outreach materials that will no longer be needed at the Regional Center. Library staff members worked quickly to check the titles against current holdings, evaluate the condition of the materials, and merge the item records into the circulation system. The library was able to use many of the regional items to replace worn titles.

The director of the Reelfoot Regional Library Center stopped by the library briefly on February 27th to discuss plans for a state-wide interlibrary loan courier service. Several regions are planning and testing driving routes so that the courier will be able to exchange materials throughout the state.

Sherry Tackett presented 7 programs with 152 attendees. Special Valentine's Day storytimes were held on February 14th and 15th. Participants enjoyed stories, treats, and a Valentine's Day craft.

Janet Parchman hosted the Adult Book club on February 23rd with 10 participants to discuss *Dewey: the small-town library cat who touched the world* by Vicki Myron.

Departmental Highlight

The Friends of the Library held a book sale during the last week of February. Many individuals volunteered to set-up for the sale and staff the sale for an entire day. Items sold included books, magazines, audiobooks, VHS, and DVDs. The items were a combination of donations from patrons and items that were no longer needed in the library collection. The book sale is a great way for the Friends to interact with the community, and also for library staff members to promote library services to individuals who might not otherwise visit the library.

Department Cost Saving Report

The library took advantage of a sale at B.F. Myers Furniture and purchased a chair and a loveseat at a discounted price. The chair will be used in the front room reading area near the fireplace and the loveseat will be placed in the juvenile room. The new furniture will replace old and worn furniture that the public has been using since the library opened in 1987.

**White House Inn Library & Museum
February 2012**

<u>Official Service Area Population:</u>	13,316	<u>Program</u>	<u>Sessions</u>	<u>Attendance</u>
		Toddler	4	52
<u>Memberships:</u>	10,104	Preschool	5	100
		Teen	0	0
		Adult	1	10
<u>Percent of the Population with Membership:</u>	76	Total	10	162
<u>Total Materials Available:</u>	24,822	<u>Wireless Internet Users:</u>		90
<u>Estimated Value of Total Materials: Last Month:</u>	\$620,550 \$612,625	<u>Computer Internet Users:</u>		776
<u>Total Materials Available Per Capita: Last Month:</u>	1.86 1.84	<u>Volunteers:</u>		7
<u>State Minimum Standard:</u>	2.00	<u>Total Hours:</u>		121.75
<u>Materials Added</u>		<u>Services Provided by Contracting with State</u>		
Adult Fiction:	36	<u>Interlibrary Loan Service</u>		
Adult Non-Fiction:	3	Items Borrowed:		30
Child/Juvenile/Young Adult Fiction:	25	Items Loaned:		16
Juvenile/Young Adult Non-Fiction:	1	<u>R.E.A.D.S. 1st Qtr. Statistics</u>		
Audiobooks:	55	eBooks Downloaded:		305
Movies:	11	Audiobooks Downloaded:		506
Music CDs:	0	<u>R.E.A.D.S. 2nd Qtr. Statistics</u>		
Total:	131	eBooks Downloaded:		466
<u>Library Circulation</u>		Audiobooks Downloaded:		477
Total # of Check-outs:	4,510	<u>R.E.A.D.S. 3rd Qtr. Statistics</u>		
Last Month:	4,444	eBooks Downloaded:		
Items per Patron:	2.45	Audiobooks Downloaded:		
<u>New Memberships</u>		<u>R.E.A.D.S. 4th Qtr. Statistics</u>		
Adult:	45	eBooks Downloaded:		
Senior Adult:	1	Audiobooks Downloaded:		
Child:	1			
Student:	14			
Young Adult:	2			
Total:	63			

**CITY COURT REPORT
FEBRUARY 2012**

CITATIONS:

TOTAL MONIES COLLECTED FOR THE MONTH \$16,933.25

TOTAL MONIES COLLECTED YTD \$96,487.90

STATE FINES:

TOTAL MONIES COLLECTED FOR MONTH \$3,339.54

TOTAL MONIES COLLECTED YTD \$14,798.46

TOTAL REVENUE FOR MONTH \$20,272.79

TOTAL REVENUE YTD \$111,286.36

DISBURSEMENTS

LITIGATION TAX \$1,151.82

DOS/DOH FINES & FEES \$855.00

RESTITUTION/REFUNDS \$0.00

WORTHLESS CHECKS \$212.50

TBI FINES & FEES \$0.00

TOTAL DISBURSEMENTS FOR MONTH \$2,219.32

TOTAL DISBURSEMENTS YTD \$12,095.07

ADJUSTED REVENUE FOR MONTH \$18,053.47

TOTAL ADJUSTED REVENUE YTD \$99,191.29

DONATION TO DRUG FUND FOR MONTH \$736.25

TRANSFER TO DRUG FUND \$0.00

\$0.00

DONATIONS YEAR TO DATE \$3,549.20

CITY COURT CLERK



Summary Financial Statement
FEBRUARY 29, 2012

Fiscal Year Time Lapse: 66.66

DRAFT

110 GENERAL FUND

Account	Description	Year-To-Date		FEBRUARY			
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
31110	REAL & PERSONAL PROPERTY TAX (CURRENT)	1,760,069.00	1,595,619.24	90.7	146,672.42	489,873.96	334.0
31120	PUBLIC UTILITIES PROPERTY TAX (CURRENT)	60,000.00	56,493.00	94.2	5,000.00	56,493.00	1129.9
31211	PROPERTY TAX DELINQUENT 1ST YEAR	53,000.00	23,593.00	44.5	4,416.67	4,804.00	108.8
31212	PROPERTY TAX DELINQUENT 2ND YEAR	15,000.00	25,238.00	168.3	1,250.00	384.00	30.7
31213	PROPERTY TAX DELINQUENT 3RD YEAR	7,000.00	16,681.00	238.3	583.33	0.00	0.0
31214	PROPERTY TAX DELINQUENT 4TH YEAR	6,000.00	16,571.00	276.2	500.00	0.00	0.0
31215	PROPERTY TAX DELINQUENT 5TH YEAR	8,000.00	16,690.00	208.6	666.67	0.00	0.0
31216	PROPERTY TAX DELINQUENT 6TH YEAR	10,000.00	866.00	8.7	833.33	0.00	0.0
31219	PROPERTY TAX DELINQUENT - OTHER PRIOR YE	7,000.00	3,928.00	56.1	583.33	0.00	0.0
31300	INT, PENALTY, AND COURT COST ON PROP TAX	31,000.00	54,515.77	175.9	2,583.33	1,031.57	39.9
31513	PAYMENT IN LIEU OF TAX -SEWER UTILITIES	88,757.00	59,171.36	66.7	7,396.42	7,396.42	100.0
31610	LOCAL SALES TAX - CO. TRUSTEE	2,016,000.00	1,385,175.19	68.7	168,000.00	225,748.11	134.4
31709	BEER AND LIQUOR LOCAL PRIV TAX	4,500.00	3,375.00	75.0	375.00	100.00	26.7
31710	WHOLESALE BEER TAX	217,000.00	172,240.41	79.4	18,083.33	15,714.82	86.9
31800	BUSINESS TAXES	104,000.00	41,836.82	40.2	8,666.67	2,136.70	24.7
31911	NATURAL GAS FRANCHISE TAX	126,000.00	118,855.50	94.3	10,500.00	0.00	0.0
31912	CABLE TV FRANCHISE TAX	92,000.00	79,125.48	86.0	7,666.67	26,153.19	341.1
31960	SPECIAL ASSESSMENT - LIENS	800.00	1,835.00	229.4	66.67	240.00	360.0
31980	MIXED DRINK TAXES	6,000.00	6,424.12	107.1	500.00	750.11	150.0
32090	PEDDLER PERMIT	50.00	0.00	0.0	4.17	0.00	0.0
32209	BEER AND LIQUOR LICENSE APPLICATION FEE	800.00	800.00	100.0	66.67	800.00	1199.9
32610	BUILDING PERMITS	20,000.00	8,773.00	43.9	1,666.67	1,870.00	112.2
32690	OTHER PERMITS	50.00	50.00	100.0	4.17	0.00	0.0
32710	SIGN PERMITS	1,350.00	250.00	18.5	112.50	0.00	0.0
33100	FEDERAL GRANTS	693,490.00	39,575.70	5.7	57,790.83	0.00	0.0
33142	ARRA GRANT #1 - FIBER OPTIC INSTALLATION	636,246.00	114,731.08	18.0	53,020.50	0.00	0.0
33143	ARRA GRANT #2 - CALISTA ROAD PROJECT	0.00	144,505.96	0.0	0.00	0.00	0.0
33191	FEMA REIMBURSEMENT	51,232.00	0.00	0.0	4,269.33	0.00	0.0
33320	TVA PAYMENTS IN LIEU OF TAXES	113,523.00	59,248.62	52.2	9,460.25	0.00	0.0
33400	STATE GRANTS	659,311.00	260.68	0.0	54,942.58	260.68	0.5
33410	STATE LAW ENFORCEMENT EDUCATION GRANT	22,450.00	0.00	0.0	1,870.83	0.00	0.0
33450	LOCAL GRANT-ROB.CO. SRO	35,855.00	0.00	0.0	2,987.92	0.00	0.0
33510	STATE SALES TAX	662,986.00	464,711.91	70.1	55,248.83	72,108.90	130.5
33520	STATE INCOME TAX	37,064.00	11,148.55	30.1	3,088.67	64.02	2.1
33530	STATE BEER TAX	5,230.00	2,713.00	51.9	435.83	0.00	0.0
33553	STATE GASOLINE INSPECTION FEE	21,023.00	14,050.23	66.8	1,751.92	1,754.25	100.1
33593	CORPORATE EXCISE TAX	11,546.00	0.00	0.0	962.17	0.00	0.0
33710	COUNTY GRANT - SENIOR NUTRITION	8,500.00	9,500.00	111.8	708.33	0.00	0.0
34120	FEES AND COMMISSIONS	3,800.00	2,315.00	60.9	316.67	0.00	0.0
34740	PARKS AND REC LEAGUE FEES	48,000.00	47,467.40	98.9	4,000.00	7,193.20	179.8
34741	FIELD MAINTENANCE FEES	7,375.00	4,930.00	66.8	614.58	2,745.00	446.6
34760	LIBRARY FINES, FEES, AND OTHER CHARGES	7,000.00	5,821.04	83.2	583.33	786.85	134.9
34793	COMMUNITY CENTER FEES	12,000.00	9,763.50	81.4	1,000.00	1,904.50	190.5
34900	OTHER CHARGES FOR SERVICES	10,000.00	5,900.00	59.0	833.33	766.50	92.0
35110	CITY COURT FINES AND COSTS	149,000.00	99,156.29	66.5	12,416.67	18,115.97	145.9
35130	IMPOUNDMENT CHARGES	350.00	1,050.00	300.0	29.17	0.00	0.0

Summary Financial Statement
FEBRUARY 29, 2012

Fiscal Year Time Lapse: 66.66

110 GENERAL FUND

Account	Description	Year-To-Date			FEBRUARY		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
36000	OTHER REVENUES	27,000.00	9,068.75-	33.6	2,250.00	653.20-	29.0
36100	INTEREST EARNINGS	7,000.00	2,938.32-	42.0	583.33	288.58-	49.5
36210	RENT	15,500.00	11,643.96-	75.1	1,291.67	1,463.55-	113.3
36330	SALE OF EQUIPMENT	0.00	13,349.16-	0.0	0.00	6,716.99-	0.0
36350	INSURANCE RECOVERIES	0.00	8,887.93-	0.0	0.00	1,902.71-	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	5,984.36-	89.3	558.33	606.20-	108.6
36700	CONTRI AND DONATION FROM PRIVATE SOURCES	0.00	24,132.02-	0.0	0.00	20,520.00-	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	4,805,936.68-	59.9	668,646.42	971,346.98-	145.3
EXPENDITURES							
41000	GENERAL GOVERNMENT	315,607.00-	216,589.71	68.6	26,300.58-	17,267.03	65.7
41210	CITY COURT	79,727.00-	51,578.21	64.7	6,643.90-	5,695.52	85.7
41500	FINANCIAL ADMINISTRATION	364,798.00-	245,436.95	67.3	30,399.84-	22,437.39	73.8
41650	HUMAN RESOURCES	117,130.00-	70,591.40	60.3	9,760.83-	7,526.27	77.1
41670	ENGINEERING	1,178,911.00-	497,600.72	42.2	98,242.57-	0.51	0.0
41700	PLANNING AND ZONING	261,507.00-	163,624.69	62.6	21,792.25-	18,184.70	83.4
41800	GENERAL GOVERNMENT BUILDINGS	138,412.00-	60,008.88	43.4	11,534.34-	3,651.56	31.7
41921	SPECIAL EVENTS	4,000.00-	1,693.72	42.3	333.33-	0.00	0.0
42100	POLICE PATROL	920,462.00-	581,368.94	63.2	76,705.16-	50,715.76	66.1
42120	POLICE SUPPORT SERVICES	264,298.00-	166,174.78	62.9	22,024.83-	17,255.25	78.3
42150	POLICE ADMINISTRATION	201,263.00-	114,764.33	57.0	16,771.92-	10,117.17	60.3
42151	COMMUNICATIONS SERVICES	170,000.00-	98,849.82	58.1	14,166.67-	0.00	0.0
42200	FIRE PROTECTION AND CONTROL	1,691,308.00-	750,977.38	44.4	140,942.35-	71,584.75	50.8
42210	FIRE ADMINISTRATION AND INSPECTION	237,456.00-	141,978.02	59.8	19,788.00-	14,477.30	73.2
43000	PUBLIC WORKS	79,265.00-	38,405.93	48.5	6,605.42-	3,383.36	51.2
43100	HIGHWAYS AND STREETS	197,293.00-	117,911.19	59.8	16,441.07-	16,674.67	101.4
44370	SENIOR CITIZEN ACTIVITIES	34,665.00-	20,058.33	57.9	2,888.74-	2,858.52	99.0
44700	PARKS	255,274.00-	167,605.90	65.7	21,272.79-	17,400.42	81.8
44740	PARK MAINTENANCE	498,723.00-	304,817.84	61.1	41,560.25-	14,044.83	33.8
44800	LIBRARIES	182,707.00-	102,474.22	56.1	15,225.56-	11,034.13	72.5
44880	CHILDREN'S LIBRARY SERVICES	39,863.00-	25,474.80	63.9	3,321.92-	2,778.24	83.6
51000	MISC EXP	325,000.00-	2,021.52-	0.6	27,083.33-	1,003.60-	3.7
58802	ARRA GRANT #1 - FIBER OPTIC INSTALLATION	725,000.00-	407,377.38	56.2	60,416.67-	1,673.75	2.8
Total EXPENDITURES		8,282,669.00-	4,343,341.62	52.4	690,222.32-	307,757.53	44.6
Total GENERAL FUND		258,912.00-	462,595.06-	178.7	21,575.90-	663,589.45-	3075.6

Summary Financial Statement
FEBRUARY 29, 2012

Fiscal Year Time Lapse: 66.66

120 INDUSTRIAL DEVELOPMENT FUND

Account	Description	Year-To-Date		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual				
REVENUES							
33800	LOCAL REVENUE ALLOCATIONS	43,000.00	11,264.76-	26.2	3,583.33	0.00	0.0
36100	INTEREST EARNINGS	175.00	45.99-	26.3	14.58	0.00	0.0
	Total REVENUES	43,175.00	11,310.75-	26.2	3,597.91	0.00	0.0
EXPENDITURES							
48000	ECONOMIC OPPORTUNITY	54,500.00-	41,781.21	76.7	4,541.67-	700.00	15.4
	Total EXPENDITURES	54,500.00-	41,781.21	76.7	4,541.67-	700.00	15.4
	Total INDUSTRIAL DEVELOPMENT FUND	11,325.00-	30,470.46	269.1	943.76-	700.00	74.2

Summary Financial Statement
FEBRUARY 29, 2012

Fiscal Year Time Lapse: 66.66

121 STATE STREET AID FUND

Account	Description	Year-To-Date		Percent Of Budget	FEBRUARY		Percent Of Avg
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
REVENUES							
33551	STATE GASOLINE AND MOTOR FUEL TAX	273,296.00	181,902.65	66.6	22,774.67	22,944.20	100.7
36100	INTEREST EARNINGS	200.00	12.29	6.1	16.67	0.00	0.0
	Total REVENUES	273,496.00	181,914.94	66.5	22,791.34	22,944.20	100.7
EXPENDITURES							
43100	HIGHWAYS AND STREETS	258,900.00	198,434.18	76.6	21,575.01	0.00	0.0
	Total EXPENDITURES	258,900.00	198,434.18	76.6	21,575.01	0.00	0.0
	Total STATE STREET AID FUND	14,596.00	16,519.24	113.2	1,216.33	22,944.20	1886.3

Summary Financial Statement
 FEBRUARY 29, 2012

Fiscal Year Time Lapse: 66.66

122 PARKS SALES TAX FUND

Account	Description	Year-To-Date		Percent Of Budget	FEBRUARY		Percent Of Avg
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
REVENUES							
36100	INTEREST EARNINGS	1,200.00	230.31-	19.2	100.00	12.88-	12.9
36425	PARKS SALES TAX RECEIPTS	79,000.00	49,004.44-	62.0	6,583.33	7,906.92-	120.1
36700	CONTRI AND DONATION FROM PRIVATE SOURCES	20,000.00	0.00	0.0	1,666.67	0.00	0.0
	Total REVENUES	100,200.00	49,234.75-	49.1	8,350.00	7,919.80-	94.8
EXPENDITURES							
49000	DEBT SERVICE	176,674.00-	75,970.04	43.0	14,722.84-	0.00	0.0
	Total EXPENDITURES	176,674.00-	75,970.04	43.0	14,722.84-	0.00	0.0
	Total PARKS SALES TAX FUND	76,474.00-	26,735.29	35.0	6,372.84-	7,919.80-	124.3

Summary Financial Statement
FEBRUARY 29, 2012

Fiscal Year Time Lapse: 66.66

123 SOLID WASTE FUND

Account	Description	---Year-To-Date---		---FEBRUARY---		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
REVENUES						
34400	SANITATION - USER FEES	669,000.00	457,065.00-	55,750.00	57,120.00-	102.5
36100	INTEREST EARNINGS	1,200.00	372.15-	100.00	32.99-	33.0
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	0.00	0.0
	Total REVENUES	675,400.00	505,875.00-	56,283.33	57,152.99-	101.5
EXPENDITURES						
43200	SANITATION	717,993.00-	433,399.86	59,832.76-	35,580.46	59.5
49000	DEBT SERVICE	104,850.00-	4,944.80	8,737.51-	0.00	0.0
	Total EXPENDITURES	822,843.00-	438,344.66	68,570.27-	35,580.46	51.9
	Total SOLID WASTE FUND	147,443.00-	67,530.34-	12,286.94-	21,572.53-	175.6

Summary Financial Statement
FEBRUARY 29, 2012

Fiscal Year Time Lapse: 66.66

124 IMPACT FEES

Account	Description	-----Year-To-Date-----		-----FEBRUARY-----		Percent 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
36100	INTEREST EARNINGS	1,700.00	283.67-	141.67	28.43-	20.1
36421	ROADS IMPACT FEES	20,000.00	2,285.00-	1,666.67	0.00	0.0
36422	PARKS IMPACT FEES	16,000.00	4,962.45-	1,333.33	2,586.45-	194.0
36423	POLICE IMPACT FEES	13,000.00	3,399.19-	1,083.33	1,707.19-	157.6
36424	FIRE IMPACT FEES	9,000.00	1,116.00-	750.00	0.00	0.0
Total REVENUES		357,700.00	12,047.31-	29,808.33	4,322.07-	14.5
EXPENDITURES						
51010	ROADS IMPACT FEES	388,100.00-	2,467.80	32,341.67-	1,130.00	3.5
51020	PARKS IMPACT FEES	100.00-	0.00	8.33-	0.00	0.0
51030	POLICE IMPACT FEES	73,306.00-	32,282.00	6,108.83-	0.00	0.0
51040	FIRE IMPACT FEES	40,595.00-	1,555.10	3,382.91-	0.00	0.0
Total EXPENDITURES		502,101.00-	36,304.90	41,841.74-	1,130.00	2.7
Total IMPACT FEES		144,401.00-	24,257.59	12,033.41-	3,192.07-	26.5

Summary Financial Statement
 FEBRUARY 29, 2012

Fiscal Year Time Lapse: 66.66

140 POLICE DRUG FUND

Account	Description	Year-To-Date		Percent Of Budget	FEBRUARY		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	6,049.20	39.0	1,291.67	736.25	57.0
36100	INTEREST EARNINGS	100.00	48.14	48.1	8.33	0.00	0.0
	Total REVENUES	17,200.00	7,547.34	43.9	1,433.33	736.25	51.4
EXPENDITURES							
42129	DRUG INVESTIGATION AND CONTROL	9,450.00	4,311.28	45.6	787.50	204.32	25.9
	Total EXPENDITURES	9,450.00	4,311.28	45.6	787.50	204.32	25.9
	Total POLICE DRUG FUND	7,750.00	3,236.06	41.8	645.83	531.93	82.4

Summary Financial Statement
 FEBRUARY 29, 2012

Fiscal Year Time Lapse: 66.66

200 DEBT SERVICE FUND (GENERAL)

Account	Description	Year-To-Date		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual				
REVENUES							
31110	REAL & PERSONAL PROPERTY TAX (CURRENT)	550,000.00	503,879.76	91.6	45,833.33	154,697.04	337.5
36100	INTEREST EARNINGS	800.00	43.78	5.5	66.67	1.23	1.8
	Total REVENUES	550,800.00	503,923.54	91.5	45,900.00	154,698.27	337.0
EXPENDITURES							
49000	DEBT SERVICE	572,596.00	131,904.10	23.0	47,716.34	0.00	0.0
	Total EXPENDITURES	572,596.00	131,904.10	23.0	47,716.34	0.00	0.0
	Total DEBT SERVICE FUND (GENERAL)	21,796.00	372,019.44	1706.8	1,816.34	154,698.27	8517.0

Summary Financial Statement
FEBRUARY 29, 2012

Fiscal Year Time Lapse: 66.66

412 SEWER FUND

Account	Description	Year-To-Date		FEBRUARY		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
REVENUES						
33142	ARRA ASSISTANCE - SEWER REHAB PROJECT	193,800.00	0.00	16,150.00	0.00	0.0
33191	FEMA REIMBURSEMENT	25,131.00	0.00	2,094.25	0.00	0.0
34900	BULK DISPOSAL FEE	600.00	1,200.00	50.00	600.00	1200.0
36000	OTHER REVENUES	7,500.00	5,783.40	625.00	2,770.00	443.2
36100	INTEREST EARNINGS	4,000.00	1,395.77	333.33	75.06	22.5
36330	SALE OF EQUIPMENT	3,500.00	7,441.62	291.67	0.00	0.0
36920	SALE OF BONDS	6,775,200.00	144,214.00	564,600.00	0.00	0.0
37210	APPLICATION FEES & NONREFUNDABLE DEPOSIT	30,000.00	26,195.00	2,500.00	4,075.00	163.0
37220	ADMINISTRATIVE FEES	10,000.00	9,005.25	833.33	1,500.00	180.0
37230	SEWER USER FEES	2,543,000.00	1,681,977.55	211,916.67	188,367.45	88.9
37298	CAPACITY FEES	48,000.00	14,500.00	4,000.00	4,600.00	115.0
37995	CONNECTION FEES	4,800.00	1,050.00	400.00	150.00	37.5
Total REVENUES		9,645,531.00	1,892,762.59	803,794.25	202,137.51	25.1
EXPENDITURES						
49000	DEBT SERVICE	762,506.00	531,814.49	63,542.18	23,831.34	37.5
52117	ADMINISTRATION AND GENERAL EXPENSES	839,421.00	348,064.66	69,951.76	26,647.49	38.1
52210	COLLECTION	7,051,823.00	640,934.05	587,651.91	48,527.59	8.3
52213	SEWER TREATMENT AND DISPOSAL	516,236.00	151,813.84	43,019.68	13,159.99	30.6
52223	DEPRECIATION	586,796.00	391,197.36	48,899.67	48,899.67	100.0
58801	ARRA ASSISTANCE - COPEs CROSSING PROJECT	0.00	324,036.65	0.00	0.00	0.0
58804	ARRA ASSISTANCE - SEWER REHAB PROJECT	969,000.00	515,040.13	80,750.00	0.00	0.0
Total EXPENDITURES		10,725,782.00	2,902,901.18	893,815.20	161,066.08	18.0
Total SEWER FUND		1,080,251.00	1,010,138.59	90,020.95	41,071.43	45.6

416 HEALTHCARE FUND

Summary Financial Statement
FEBRUARY 29, 2012

Fiscal Year Time Lapse: 66.66

Account	Description	Year-To-Date		FEBRUARY		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
REVENUES						
36000	OTHER REVENUES	0.00	1,942.15-	0.00	0.00	0.0
36100	INTEREST EARNINGS	500.00	224.43-	41.67	14.23-	34.1
36350	INSURANCE RECOVERIES	0.00	319,624.48-	0.00	28,897.41-	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	817,230.22-	84,548.50	28,911.64-	34.2
EXPENDITURES						
51520	INSURANCE EMPLOYERS SHARE	1,009,869.00-	867,456.83	84,155.75-	58,964.63	70.1
	Total EXPENDITURES	1,009,869.00-	867,456.83	84,155.75-	58,964.63	70.1
	Total HEALTHCARE FUND	4,713.00	50,226.61	392.75	30,052.99	7651.9

Summary Financial Statement
FEBRUARY 29, 2012

Fiscal Year Time Lapse: 66.66

433 HILLCREST CITY CEMETERY

Account	Description	Year-To-Date		FEBRUARY		
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES						
34110	GENERAL SERVICES	2,028.00	2,214.00-	169.00	320.00-	189.3
34321	CEMETERY BURIAL CHARGES	300.00	0.00	25.00	0.00	0.0
34323	GRAVE - OPENING AND CLOSING FEES	15,450.00	7,850.00-	1,287.50	800.00-	62.1
36100	INTEREST EARNINGS	380.00	156.10-	31.67	8.30-	26.2
36340	SALE OF CEMETERY LOTS	12,000.00	16,500.00-	1,000.00	3,000.00-	300.0
	Total REVENUES	30,158.00	26,720.10-	2,513.17	4,128.30-	164.3
EXPENDITURES						
43400	CEMETERIES	20,043.00-	12,488.02	1,670.25-	258.08	15.5
	Total EXPENDITURES	20,043.00-	12,488.02	1,670.25-	258.08	15.5
	Total HILLCREST CITY CEMETERY	10,115.00	14,232.08-	842.92	3,870.22-	459.1

G/L Month: 02 FEBRUARY
 Beginning Fund: 110 Beginning Function: ZZZZZ
 Ending Fund: 433 Ending Function: ZZZZZ

* End of Report: CITY OF WHITE HOUSE *

RESOLUTIONS....

March 8, 2012

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, Interim City Administrator
From: Joe Moss, Public Works Director
Re: Wastewater SRF Loan

I've attached the State Revolving Loan Package and corresponding Resolution for your review, approval and signature(s).

As you are aware, this SRF Loan is for the next phase of construction as identified in the City's Wastewater Master Plan. The SRF identifier for this project is the "GREEN" Infiltration and Inflow Correction Project. Internally, the City's reference for this phase of construction is known as the "Hobbs/Dawn Court" Project.

The project is designed to change-over a portion of the old, outdated, vacuum wastewater collection system to a new gravity collection system.

This is the final document that you will have to approve and sign before the package is submitted to the SRF Board for final project funding approval. The loan amount is \$4.5 million.



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

February 10, 2012

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

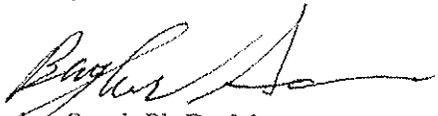
RE: Loan Package
White House (Sumner and Robertson Counties), Tennessee
CG1 2012-302, Green- Infiltration and Inflow Correction

Dear Mayor Arnold:

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

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

Sincerely,


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

Enclosure: Loan Package

cc: Mr. Ben Simerl, P.E., McGill Associates, Sevierville, TN (via e-mail)

STATE REVOLVING FUND LOAN PROGRAM

Items to be Submitted for a Loan

Technical

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

Administrative

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

2. Loan Application Package

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

- a. Three originals of the **Authorizing Resolution*** approving the loan recipient's request for an SRF loan

The Resolution must be approved and passed before the local government can complete the loan application process.

- b. Three originals of the **Application for Project Loan*** signed by the loan recipient's authorized representative (dated on or after the date of the Authorizing Resolution)

- c. Three originals of the **Revolving Fund Loan Agreement*** or **Amendment*** (dated on or after the date of the Authorizing Resolution) – **Includes verbiage on New Administration Fee**

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

- d. One original of the **State Revolving Fund Loan Budget/Re-budget Form*** signed by either the loan recipient's authorized representative or the consulting engineer

- e. Three originals of the **General Certificate*** duly executed, witnessed, and sealed as required by Paragraph 9 of the Loan Agreement (dated on or after the adopted dates of the rate resolutions and the Authorizing Resolution)

- f. One original of the **Attorney* Opinion Letter Form** as required by Paragraph 9 of the Loan Agreement (dated on or after the date on the Loan Agreement or Amendment)

- g. One original of the **Engineer* Opinion Letter Form** (from a licensed, professional engineer or certified public accountant) as required by Paragraph 9 of the Loan Agreement (dated on or after the date on the Loan Agreement or Amendment) regarding the reasonableness of project costs, the sufficiency of user charges, and the estimated date of construction completion

3. One original of EPA's **Preaward Compliance Review Report*** (Form 4700-4) signed by the loan recipient's authorized representative

4. Project schedule from the consulting engineer (Please see the attached **Project Schedule Format***.)

5. One original of the **Representation of the Local Government as to Loans / State-Shared Taxes*** signed by the loan recipient's authorized representative

6. One copy of the loan recipient's service agreement with the engineering firm

Financial

1. Audited financial statements for the most current three years and any projected financial information currently available.

2. Three originals of the existing, adopted user rate resolution **or** three originals of the proposed user rate resolution.

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

AUTHORIZING RESOLUTION 12-04

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

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

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a wastewater facilities project, Department of Environment and Conservation Number **CG1 2012-302** (the "Project"), in and for the Local Government; and

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

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

NOW, THEREFORE, be it resolved as follows:

Section 1. Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS(\$4,500,000) by the obtaining of a Project Loan.

Section 2. The execution and delivery of the Application for a Project Loan in the principal amount of FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000) for the purpose of funding all or a portion of the total estimated cost of the Project FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS(\$4,500,000), by Mike Arnold, the Mayor of the Local Government, is hereby ratified and approved in all respects.

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

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

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

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

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

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

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

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

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

Duly passed and approved this _____ day of _____, 2012.

Mike Arnold, Mayor

WITNESS:

(Affix Seal As Appropriate)

(Name and Title)

CHECK ONE

CW1/CG1

DW1/DG1

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

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

TO BE FILLED IN BY SRFLP OFFICE:

CGI 2012-302

Project Number

\$4,500,000

Loan Amount

\$450,000

Amount of Principal Forgiveness

20

Term of Loan in Years

Bond Buyer Index Rate and Date

Loan Interest Rate

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

City of White House

LEGAL NAME OF APPLICANT

725 Industrial Drive

Address

White House, TN 37188

City / State and Zip Code

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

Project Description: Green- Infiltration and Inflow Correction

The entire scope of the Project is estimated to cost: \$ 4,500,000
Amount of State Revolving Fund Loan Requested: \$ 4,500,000
Requested Term of Loan (not to exceed 20 years): 20 years

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

\$ -0-

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

\$ 4,119,165.10

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

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

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

Mike Arnold, Mayor

(Typed) Name and Title of Authorized Representative

Signature

Date

(Revised June 98)

REVOLVING FUND LOAN AGREEMENT

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

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

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

2. PROJECT

- (a) Description. A description of the Project is contained in the Application.
- (b) Funding Sources. The Local Government estimates the Project Cost to be **\$4,500,000** which is expected to be funded as follows:

(1) State Revolving Fund (SRF) Loan	\$ 4,050,000
(2) Principal Forgiveness	\$ 450,000
(3) Local Funds	\$ -0-
(4) Other Funds	\$ -0-
TOTAL	\$ 4,500,000

3. LOAN

- (a) Loan and use of proceeds. The State shall lend to the Local Government from moneys available in the Fund an aggregate principal amount not to exceed **FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000)** (the "Project Loan") to bear interest as described in (b) below. The loan shall be used by the Local Government for completion of the Project described in the Application and in accordance with plans and specifications and special conditions, approved and required by the Department. Interest on the Project Loan will begin to accrue upon the first disbursement of the Project Loan pursuant to Section 5 hereof.
- (b) Interest rate. The rate of interest for this Project Loan is that rate established by the Authority at the meeting at which this loan is approved and stated on the payment schedule which is incorporated into this Agreement and attached hereto.
- (c) Administrative fee. The Authority shall collect a fee equal to 8 basis points of the total Project Loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.
- (d) Payment schedule. The Local Government expressly agrees to make all payments of principal and interest in accordance with the Payment Schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the Payment Schedule shall not be deemed to be an amendment of this Agreement.

4. REPAYMENT OF PROJECT LOAN.

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

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

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

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

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

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

(d) Principal Forgiven. A portion of the SRF funding for the Project Loan shall be forgiven by the State. The principal forgiven shall be **\$450,000**.

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

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

6. AMENDMENT.

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

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

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

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

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

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

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

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

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

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

To Local Government: City of White House
 ATTN: The Honorable Mike Arnold, Mayor
 105 College Street
 White House, TN 37188

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

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

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

LOCAL GOVERNMENT

NAME: White House
(City)

BY: _____
Mike Arnold, Mayor

DATE: _____

**TENNESSEE LOCAL DEVELOPMENT
AUTHORITY**

BY: _____

TITLE: _____

MEETING APPROVAL DATE: _____

INTEREST RATE: _____

APPROVED AS TO FUNDING:

**COMMISSIONER, DEPARTMENT OF
ENVIRONMENT AND CONSERVATION**

BY: _____

DATE: _____

**COMMISSIONER OF FINANCE AND
ADMINISTRATION**

BY: _____

DATE: _____

GENERAL CONDITIONS

City of White House

CG1 # 2012-302

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

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

The following steps must be utilized in soliciting participation:

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

- g. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-2 to any DBE Subcontractor(s) that will participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe the work received from the Prime Contractor, how much the DBE Subcontractor(s) was/were paid, and describe any other concerns of the DBE Subcontractor(s). The DBE Subcontractor(s) will then mail the completed form(s) to the EPA DBE Coordinator; Small and Disadvantaged Business Program; EPA, Region IV; Office of Policy and Management; 61 Forsyth Street, SW; Atlanta, GA 30303-8960.
 - h. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-3 to any DBE Subcontractor(s) intending to participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe (1) the intended work to be performed for, and (2) the price of the work submitted to, the Prime Contractor. The DBE Subcontractor(s) will then submit the completed form(s) to the Loan Recipient as part of an Authority To Award (ATA) Bid Package.
 - i. Require the Loan Recipient to provide EPA Form 6100-4 to the Prime Contractor for completion. The Prime Contractor will use this form to identify each DBE Subcontractor that will participate in the construction of the project and the estimated dollar amount of each DBE subcontract. The Prime Contractor will then submit the completed form to the Loan Recipient as part of an Authority To Award (ATA) Bid Package.
4. The Local Government will comply with the following:
- a. The Local Government must adhere with the most current Wage Rate (Davis-Bacon Act) applicable to the project.
 - b. The bid advertisement for construction must state the wage rate requirements. The wage rate needs to be current at the bid opening.
 - c. The wage determination (including any additional classifications and wage rates conformed) and a Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.
 - d. The wage rate information can be obtained at:
www.gpo.gov/davisbacon/referencemat.html and www.wdol.gov/.
5. The local government will comply with the following OMB Circular A-133 audit requirements:

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

CFDA Title: Capitalization Grants for Clean Water State Revolving Funds
CFDA #: 66.458
Research and Development Award: No
Grant Number: CS470001XX
Federal Awarding Agency: Environmental Protection Agency, Office of Water

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

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

OMB Circular A-133 Audit Requirements

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

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

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

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

SPECIAL CONDITIONS

1. Army Corps of Engineers Section 10/404 permits are required.

LIST OF CLOSING DOCUMENTS RELATED TO LOAN AGREEMENT

Copy of the Local Government's Application for Project Loan

Loan Conditions

Budget Sheet

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

Opinion as to Sufficiency of Rates, Fees and Charges and Opinion as to Cost and Completion

Representation as to Loans and State Shared Taxes

Legal Opinion of Counsel to Local Government

EXHIBIT A

FEDERAL LAWS AND EXECUTIVE ORDERS

ENVIRONMENTAL:

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

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

Endangered Species Act PL 93-205, as amended.

Environmental Justice, Executive Order 12898.

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

Protection of Wetlands Executive Order 11990.

Farmland Protection Policy Act, PL 97-98.

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

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

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

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

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

ECONOMIC AND MISCELLANEOUS AUTHORITIES

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

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

Uniform Relocation and Real Property Acquisition Policies Act, PL 91-646, as amended.

Debarment and Suspension, Executive Order 12549.

SOCIAL POLICY AUTHORITIES

Age Discrimination Act, PL 94-135.

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

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

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

Equal Employment Opportunity, Executive Order 11246.

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

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



DEPARTMENT OF ENVIRONMENT AND CONSERVATION
STATE REVENUE BOND LOAN PROGRAM

STATE REVOLVING FUND -
BUDGET/BUDGET FORM
PROJECT # CG1 2012-302

LEGAL NAME OF APPLICANT:
City of White House
ADDRESS:
105 College Street
White House, TN 37188
CITY, STATE, ZIP

CLASSIFICATIONS OF COSTS	X		Y	Z	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
	CURRENT SRE/CAP BUDGET (00%)	ADJUSTMENT SRE/CAP BUDGET																			
(a) Administrative & Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
(b) Land Costs, Appraisals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(c) Planning Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(d) Design Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(e) Engineering Basic Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(f) Other Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(g) Project Inspection Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h) Construction and Project Improvement Costs																					
(h1)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h2)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h3)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h5)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h7)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h8)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(i) Miscellaneous Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(j) Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

DATE: _____

ENGINEER'S OR AUTHORIZED REPRESENTATIVE'S SIGNATURE _____

* Applicable only to budget revision
 ** 2015 Form 1040-ES (with original) returns will be processed
 NOTE: Addressed envelopes may be added, if necessary, to accommodate additional funding agencies
 Form Revised 1-2012

GENERAL CERTIFICATE

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

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

IN WITNESS OF THE CERTIFICATE, the undersigned has executed this certificate and affixed the seal, if any, of the Local Government on this _____ day of _____, 2012.

S-E-A-L

Mike Arnold, Mayor

ATTEST:

Name

Title or Office

(Please type on City Attorney's letterhead)

Date (On or after date Loan Agreement signed)

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

RE: City of White House
Loan # CG1 2012-302

Dear Madam/Sir:

I am the City Attorney for White House, Tennessee, and I have reviewed the Revolving Fund Loan Agreement for the above referenced project (the "Agreement") in the amount of \$4,500,000. Pursuant to provisions of Paragraph 9 of the Loan Agreement, you have requested that the City of White House furnish you with my opinion as to certain matters. It is my opinion that:

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

Sincerely,

Name, Title
Firm

(Please type on Engineer's letterhead)

Date (On or after date Loan Agreement signed)

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

RE: City of White House
Loan # CG1 2012-302

Dear Madam/Sir:

We are the consulting engineers for the City of White House, Tennessee. Pursuant to Paragraph 9 of the Revolving Fund Loan Agreement in the amount of \$4,500,000 to finance the above referenced project you have requested that the City of White House furnish you with our opinion as to certain matters. We are of the opinion:

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

Sincerely,

Name, Title
Firm

SAMPLE PROJECT SCHEDULE

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

Instructions for EPA FORM 4700-4 (Rev. 04/2009)

General

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

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

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

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

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

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

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

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

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

Items

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

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

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

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

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

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

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

* Questions VII – XI are for informational use only and will not affect an applicant's grant status. However, applicants should answer all questions on this form. (40 C.F.R. Parts 5 and 7).

** Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.

Approval indicates, in the reviewer's opinion, questions I – VI of Form 4700-4 comply with the preaward administrative requirements for EPA assistance.

"Burden Disclosure Statement"

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

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

**REPRESENTATION OF THE LOCAL GOVERNMENT
AS TO LOANS AND STATE-SHARED TAXES
White House CG1 2012-302**

The Local Government hereby represents that:

(1) The total amount of State-Shared Taxes received by the Local Government in the prior fiscal year of the State is \$_____.

(2) (a) The prior loans which have been funded for which the Local Government has pledged its State-Shared Taxes are as follows:

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

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

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

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

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

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

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

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

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

Duly signed by an authorized representative of the Local Government on this _____ day of _____, 2012.

LOCAL GOVERNMENT

BY: _____
Mike Arnold, Mayor

ORDINANCES....

FINANCE....

March 7, 2012

MEMORANDUM

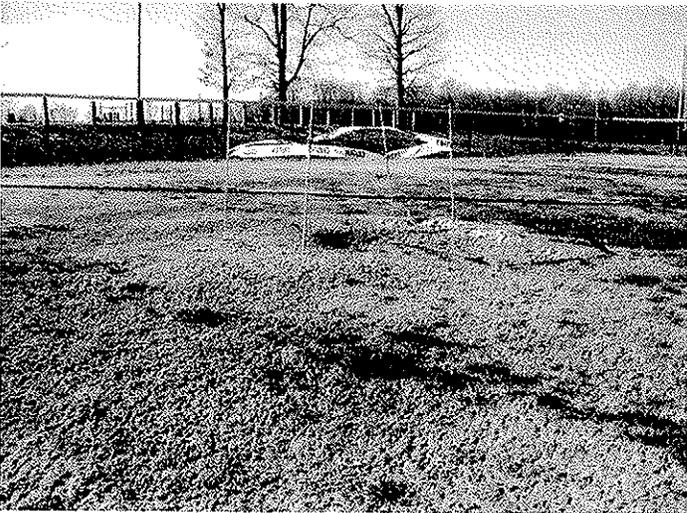
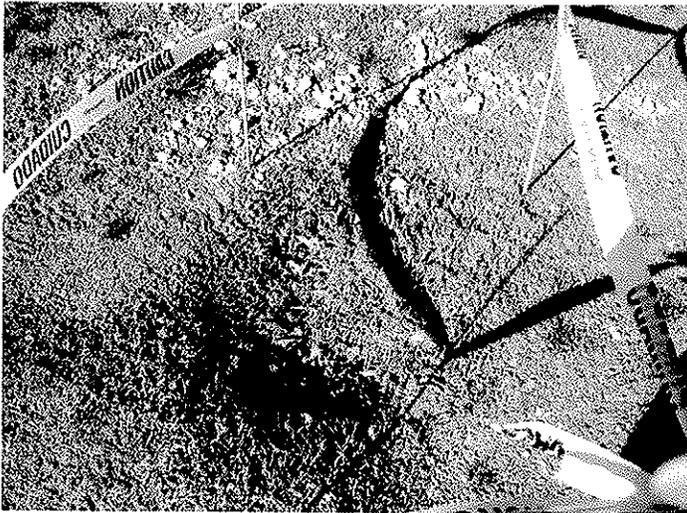
To: Board of Mayor and Aldermen
CC: Gerald Herman, Interim City Administrator
From: Ashley Smith, Parks and Recreation Director
Re: Concrete Ditch Liner at Field #7

The new baseball field at the Municipal Park known as Field 7 has a drainage ditch that runs parallel to it on the 3rd base side adjacent to the road. Prior to this field being created there was a ravine in the area that has since been filled in with soil to establish the outfield. Surface water that enters the drainage ditch is still making its way into the old underground channel and surfacing in the outfield which has created a void from soil erosion and a dome of soil surrounding it (photos attached). In order to utilize this field, the void has to be repaired for safety reasons, and steps must be taken to reduce the amount of water infiltrating the old channel. I have spoken to David Self of Choice Construction and Jason Reynolds of CSR Engineering, and we all believe that sealing the drainage ditch with a concrete liner is the most logical first attempt at mitigation.

I obtained quotes from three contractors to perform the work, with the lowest one being below the \$5,000 capital improvement threshold. However, the low bidder also submitted an alternate price to make the ditch wider which is more desirable, is still less than the second bidder, but will require funding from the capital outlay line item 110-44740-900 instead of the grounds improvement line item 110-44740-265 in the operating budget even though there is adequate funding in the 265 line. The benefit to making the ditch liner wider is that it accommodates greater amounts of water and therefore prevents more water from infiltrating the soil during large rain events.

I am seeking approval for REI Concrete to perform the concrete ditch installation for \$5,890.

REI Concrete	\$4950 (3 ft)
	\$5890 (5 ft) *recommendation
Thomas Campbell	\$8,000
Cope Brothers	\$8,450



March 7, 2012

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, Interim City Administrator
From: Joe Palmer, Fire Chief
Re: Fire Paging System Equipment Purchase

This purchase will include equipment and labor costs to install a new Fire Department paging system. The purchase will enable our department to be on our own dedicated system. Currently we are sharing frequencies with all the fire departments in Robertson County and Robertson County EMS. At this time I am asking your approval of \$18,363.48 to Greer Communications. These funds will include the purchase and installation of the equipment at our tower site located on Industrial Drive and at the Robertson County Dispatch Center. All communication equipment related to this process has been purchased from Greer Communications' and due to proprietary reasons, we must purchase this equipment from them as well.

Thanks,



Joe Palmer, Fire Chief

March 7, 2012

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, Interim City Administrator
From: Amanda Priest, City Recorder
Re: Surplus Item

The Administration department is requesting that the following item be removed from the asset list and sold as surplus property.

Asset #39 Cannon Copier Cannon C3170U Color Copier ID # A1981

Please do not hesitate to contact me if you have any questions.

March 8, 2012

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, Interim City Administrator
From: Addam McCormick, Planning and Codes Director
Re: Calista Road ARRA Project / CEI Services

The request is to approve a project change order to add construction engineering inspections (CEI) services and add a new phase of the project to repair and replace clogged drainage culverts and re-grade ditches along Calista Road. The project would improve storm water drainage flow and prevent the washing out of the new shoulder and roadway surface that was recently completed with the Calista Road resurfacing project. The funds for the change order would be taken from the remaining current project funding levels. The primary areas of the project are between 420-434 and 502-520 Calista Road.

The Calista Road resurfacing project was funded under the American Recovery and Reinvestment Act (ARRA) of 2009. The project funding was awarded through the Nashville Area Metropolitan Planning Organization. In 2009 the City approved a construction contract with Civil Constructors for \$ 426,513 and an engineering design contract and supplemental inspection services contracts and a change order with Florence & Hutcheson for a total of \$ 138,045. The construction phase of the project is currently completed at \$ 386,722. The total remaining project funds are estimated to be \$ 34,246. Staff recommends the value of the change order not to exceed the value of the remaining funding levels.

A previous staff member received preliminary approval from TDOT to submit a change order and spend the remaining money for the project. Different options for spending the money were discussed with city and TDOT staff members. A TDOT staff member determined that any project requiring engineering design or extending the project scope and area would require environmental clearances and additional levels of TDOT approval and revised contracts. Staff is proposing the change order improvements to be completed prior to June 30, 2012 to formally close out the project within the City's current fiscal budget year. Staff has contacted TDOT and is waiting on a response to verify the funding levels and the final approval process. If there is a problem with the funding levels or getting the remaining work approved in adequate time to complete the project then staff will close out the project with the remaining fund balance. The revised project is projected to take 4-5 work days.



Florence & Hutcheson

CONSULTING ENGINEERS

03/01/12

Addam McCormick
Planning and Codes Director
City of White House
105 College Street
White House, TN 37188

RE: ARRA Project #: ARRA-STP-F3-006
TDOT Project #: 74LPLM-F3-006
PIN #: 113055.00
The Resurfacing and Reconstruction of Calista Road from US 31W to Bill Moss Road

Dear Addam,

Florence & Hutcheson is requesting a supplement for the additional CEI time that is required to properly document and inspect the work associated with Change Order # 4, the additional ditch work, on the Calista Rd. Project. According to the attached estimate, Florence & Hutcheson's original Contract will need to be supplemented by an additional \$4,821.20 to complete the remaining CEI Services required for this project.

Thank you for your consideration for this request and for the opportunity to assist the City of White House with the administration of this project.

Sincerely,

Jeff Glass, PE
Florence & Hutcheson

Amanda Priest

From: Addam McCormick
Sent: Thursday, March 08, 2012 11:35 AM
To: Amanda Priest
Subject: FW: White House Calista Road Project
Attachments: Calista Rd Supplemental Agreement #4.pdf; CEI Supplement Request # 2 03-01-12.pdf

From: Glass, Jeff [mailto:jglass@flohut.com]
Sent: Thursday, March 01, 2012 12:51 PM
To: Addam McCormick
Subject: RE: White House Calista Road Project

Addam,

I have attached Change Order # 4 for the additional ditch work for Civil Constructor's contract and I have also attached a request for supplement to Florence & Hutcheson's CEI contract to cover the inspection and documentation of the remaining work. F&H will only bill for actual time needed for inspection and project closeout, so I assumed 5 days for our inspector and 3 days for me. In earlier conversations with Jake, he thought the additional work would take 4 to 5 days.

According to my records, once this work is complete (assuming the quantities come out exactly as estimated), **Civil's contract total will be \$418,179.65**. F&H's contract total, including this request for Supplement # 2, will be \$142,866.36 (includes design and CEI). That totals **\$561,046.01**. I am unsure of the total grant amount that Ron was able to secure, but please check this number against the total grant amount to make sure we are not going to go over. If it looks like we will based on these numbers, we can reduce the amount of ditch work/sod and possibly some inspection time also.

Sorry for the delay in getting these items together, I have been swamped on another project lately (another project with Civil!). Please let me know if you have any questions.

Thanks,

Jeff

From: Addam McCormick [mailto:amccormick@cityofwhitehouse.com]
Sent: Thursday, March 01, 2012 10:34 AM
To: Jacob Stone; Glass, Jeff
Subject: RE: White House Calista Road Project

Mr. Glass and Mr. Stone,

Is the change order information ready? I have to turn the information in for the March Board Meeting on Tuesday the 6th. If not, I have to close out the project. I hope we can complete the remaining work.

Thanks,

Addam McCormick

3/8/2012

City of White House

From: Addam McCormick
Sent: Thursday, January 26, 2012 8:12 AM
To: 'Glass, Jeff'
Cc: 'Jacob Stone'
Subject: White House Calista Road Project

Mr. Glass and Mr. Stone,

Since our budget year ends this June we need to make sure we get the revised project plans (change order drainage items) submitted by March 1st so I can have a change order approved at the March City Board Meeting and that would give you April, May, and most of June to complete the project. The last email I got referenced that you guys had worked on the plans and were finishing a few items. Just let me know.

Thanks,

Addam McCormick
City of White House

3/8/2012

March 8, 2012

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, Interim City Administrator
From: Amanda Priest, City Recorder
Re: Healthcare Provider

The City of White House approved Hylant Group, Inc. as the Healthcare Broker at the February 16th Board of Mayor and Aldermen meeting. Hylant Group is currently reviewing multiple options for the City's healthcare for the coming year. You will be provided with Hylant Group's recommendation before the March 15th Board of Mayor and Aldermen meeting.

Please feel free to contact me if you have any questions regarding this.

March 8, 2012

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, Interim City Administrator
From: Charlotte Soporowski, Finance Director
Re: Filing of Form CT-0253

The Comptroller's Office requires the filing of Public Form CT-0253, Report on Debt Obligation with both the local governing body and with the Director of the Office of State and Local Finance not later than forty-five (45) days following the issuance or execution of a debt obligation by or on behalf of any Public Entity.

In compliance with the requirement, the attached form has been completed for the General Obligation Refunding Bonds, Series 2012. The Mayor, Finance Director, and City Recorder signed all pre-closing documents for this issuance on Thursday, March 8. The actual closing for the transaction will take place on Friday, March 9.

Upon the Board's acknowledgement and filing of this report, a copy will be forwarded to the Director of the Office of State and Local Finance for full compliance with the requirement.

Please feel free to contact me should you have any questions.

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

1. Public Entity:
 Name City of White House, Tennessee
 Address 105 College Street
White House, Tennessee 37188
General Obligation Refunding Bonds, Series 2012

2. Debt Obligation:

<input checked="" type="checkbox"/>	a. Bond
<input type="checkbox"/>	b. CON
<input type="checkbox"/>	c. BAN
<input type="checkbox"/>	d. GAN
<input type="checkbox"/>	e. TRAN
<input type="checkbox"/>	f. CRAN
<input type="checkbox"/>	g. Capital Lease
<input type="checkbox"/>	h. Loan Agreement

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

5. Face Amount of Debt Obligation: \$2,435,000.00
Premium/Discount: \$7,072.15

6. Type of Sale:

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

8. Dated Date: 03/09/2012

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 checked="" type="checkbox"/>	k. Refunding or Renewal	100.00 %
<input type="checkbox"/>	l. Other _____	_____ %

specify

9. Issue Date (Closing Date): 03/09/2012

10. Ratings:

a. Moody's	_____
b. Standard & Poor's	<u>AA-</u>
c. Fitch	_____
d. Unrated	_____

11. Interest Cost:
1.549542 % a. TIC
 b. NIC
 c. Variable: Index _____ plus _____ bps
 d. Other _____

12. Recurring Costs:

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

15. Itemized Description of the Cost of Issuance		
(Round to Nearest Dollar)		
		Name of Firm
a. Financial Advisor Fees*	\$22,500.00	Morgan Keegan
b. Legal Fees:		
i. Bond Counsel	\$7,500.00	Bass, Berry & Sims PLC
ii. Issuer's Counsel	\$2,000.00	Webb Sanders PLLC
iii. Trustee's Counsel		
_____	_____	_____
_____	_____	_____
c. Paying Agent Fees and Registration Fees	\$750.00	Regions Bank
d. Trustee Fees		
e. Remarketing Agent Fees		
f. Liquidity Fees		
g. Rating Agency Fees	\$7,900.00	S&P
h. Credit Enhancement Fees		
i. Underwriter's Discount <u>0.68</u> %	\$16,424.00	UMB Bank N.A.
i. Take Down		
ii. Management Fee		
iii. Risk Premium		
iv. Underwriter's Counsel		
v. Other Expenses		
j. Printing and Advertising Fees	\$7,500.00	i-Deal, Morgan Keegan
k. Issuer Fees		
l. Real Estate Fees		
m. Bank Closing Costs		
n. Other Costs	\$900.00	CUSIPs, FedEx, etc.
Total Costs	\$65,474.00	
*If other costs are included, please itemize		
Note: Enclose a copy of the DISCLOSURE DOCUMENT/ OFFICIAL STATEMENT if applicable.		

16. Description of Continuing Disclosure Obligations	
(Use additional pages if necessary)	
Individual Responsible for Completion:	Dissemination Agent: Cumberland Securities
Date Annual Disclosure is due:	Not later than one year after the end of the
Fiscal Year	
The City has executed a Continuing Disclosure Certificate to assist the Underwriter in complying with the requirements of S.E.C. Rule 15c2-12. A copy of such Continuing Disclosure Certificate is attached as an appendix to the Official Statement for the Bonds. A hard copy of the Official Statement is attached to this form, and the Official Statement can be accessed online at http://emma.msrb.org/EP602916-EP471596-EP871862.pdf .	

17. Description of Compliance with Written Debt Management Policy:

(Use additional pages if necessary)

The Bonds comply in all respects with the City's debt management policy. The Bonds were issued in the manner, pursuant to the authority and with the approvals required in Section III of the policy. As provided in Section VI for debt that is intended to be self-supporting, the City structured the debt evidenced by the Bonds in such a manner to achieve level proportional coverage to expected available revenues. After a careful evaluation by the Finance Director and the Financial Advisor as required by Section VI of the policy, the City determined that it was in its best interest to issue the Bonds without an optional call provision. The Bonds were issued with net original issue premium as permitted in Section VI. Using wastewater revenues as well as a general obligation pledge to secure the Bonds is permitted pursuant to Section VII of the policy. Also as required by Section VII, the Bonds were structured such that the debt does not exceed the remaining useful economic life of the projects refinanced by the Bonds. The Bonds were sold at competitive sale and with a fixed rate as is permitted by Sections IX and VII, respectively. The City is permitted pursuant to Section VIII of its policy to currently refund debt using any savings threshold if the refunding generates positive net present value savings. The Bonds generated positive net present value savings in the amount of \$258,852.99 or 10.901% of refunded principal. Professionals were engaged by the City pursuant to Section X, and the City will comply with continuing disclosure and federal tax requirements as prescribed in Section XI.

18. (If any) Description of Derivative and Compliance with Written Derivative Management Policy:

(Use additional pages if necessary)

N/A

19.



Authorized Representative
Mayor

Title
03/09/2012

Date

Email

Richard Dulaney

Preparer
Managing Director

Title
Morgan Keegan & Company, Inc.

Firm
03/09/2012

Date
richard.dulaney@morgankeegan.co

Email

20.

Submitted to Governing Body on _____ and presented at its public meeting held on _____

COPY TO: Director - Office of State and Local Finance, 505 Deaderick Street, Suite 1600,
James K. Polk State Office Building, Nashville TN 37243-1402

Attachment to State Form No. CT-0253
of the City of White House, Tennessee – General Obligation Refunding Bonds, Series 2012

Box 13: The weighted average maturity for the Bonds is 6.580 years.

OTHER BUSINESS...

March 8, 2012

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, Interim City Administrator
From: Amanda Priest, City Recorder
Re: Good Moral Application

The City has received an application for Liquor Permit from Olabopo Richards of Richie's Hotwings Bar & Grill. His permit application and his background information are in the packet for your review. I am currently awaiting the results from the background check. As soon as those are received, they will be forwarded to you for your review. If the results are not received prior to March 15th, this item will be withdrawn from your consideration.

T.C.A. 57-4-201 (b) (2) states that, "No license may be granted hereunder to any establishment when any person, firm, or corporation having at least a five percent (5%) ownership interest in the establishment has been convicted within ten (10) years prior to the application for a license hereunder of a violation of the laws governing the sale or manufacture of alcoholic beverages or of any felony."

The applicant has been asked to attend the Board of Mayor and Alderman meeting should you have any questions.

APPLICATION FOR BEER/LIQUOR PERMIT
STATE OF TENNESSEE

CITY OF WHITE HOUSE

Application for (check one):

- ON PREMISES PERMIT – serving and consumption of beer at location
- ON PREMISES PERMIT – serving and consumption of beer and wine at location.
- ON PREMISES PERMIT – serving and consumption of beer and liquor at location
- OFF PREMISES PERMIT – sale of package beer from location (BEER ONLY)
- MANUFACTURER'S OR DISTRIBUTOR'S PERMIT
- SPECIAL EVENTS PERMIT

I HEREBY APPLY FOR A PERMIT TO SELL, STORE, MANUFACTURE, OR DISTRIBUTE BEER OR OTHER BEVERAGES AUTHORIZED TO BE SOLD, STORED, MANUFACTURED OR DISTRIBUTED UNDER THE PROVISION OF TENNESSEE CODE ANNOTATED § 57-5-101 ET SEQ. AND/OR TENNESSEE CODE ANNOTATED, TITLE 57, CHAPTER 4 INCLUSIVELY AND SUBMIT MY APPLICATION UPON THE ANSWERS TO THE FOLLOWING QUESTIONS:

- 1) Full name of applicant (owner): OLABOPO RICHARDS
Circle one: Person—Firm—Corporation—Joint-Stock Co. —Syndicate—Association
- 2) Name of Establishment: RICHIE'S HOTWINGS BAR & GRILL
- 3) List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business (attach additional sheet if needed).
- _____
- _____
- 4) List applicant's current home address: 119 DALTON CIRCLE
HENDERSONVILLE, TN 37075
- 5) Applicant's previous address(es) within last 10 years (attach additional sheet if needed):
1037 CENTER POINT RD HENDERSONVILLE
TN 37075

- 6) Applicant's date of birth: 06-27-63
- 7) Applicant's home telephone number: 499-8794
- 8) Under what name will this business operate? RICHIE'S HOTWINGS BAR & GRILL
- 9) Location of business by street address or other geographical description: 2934 HIGHWAY 31W WHITE HOUSE
TN, 37188
- 10) Telephone number of the business: 499-8794
- 11) Specify the contact name and address to receive annual privilege tax notices and any other communication from the City: C. RICHARDS
2934 HIGHWAY 31W WHITE HOUSE
TN 37188
- 12) Give name and address of property owner, if other than business owner: TIM ROYER, 511 WEEPING WILLOW RD
HENDERSONVILLE, TN 37075
- 13) Will the permit be used to operate two or more restaurants or other businesses under the same permit as permitted by TCA § 57-5-103(a)(4) within the same building? Check one: Yes No . If so specify number _____. List the names of the restaurants or other businesses and describe their location (use additional sheet if necessary). _____
- 14) Give name, date of birth, and address of any manager other than applicant: _____

15) Has any person having at least a 5% ownership interest, any of the managers listed in question 14, or any other employee of the business, been convicted of any violation of beer or alcoholic beverage laws or any crime (other than minor traffic violations)?
Check one: Yes No . If so, give details of each charge, court, and date convicted:

16) Has the applicant or the owners' organization had a beer permit revoked, suspended, or denied in the State of Tennessee? Check one: Yes No . If so, specify where, when, and why:

17) Do you own/manage any other businesses in Tennessee that sell beer/alcohol? Check one: Yes No . If so, please list the business(s) and address.

18) Have you previously owned/managed any establishments in Tennessee which have sold beer/alcohol? Check one: Yes No . If so, please list the business(s) and address:

19) Give the name, relationship to applicant (if applicable) and current address of the former beer permittee at this location:

20) What is the name and address of the church (or other place of worship) nearest to your business? White House First Baptist

21) What is the name and address of the school nearest to your business?

Wm. H. H. Wilson

White House Municipal Code, Title 8, Chapter 2, Section 8-209: No permit will be issued authorizing the storage, sale or manufacture of beer at places within one hundred fifty (150) feet of any church or school, as measured in a straight line from the nearest corner of the school or church structure to the nearest corner of the structure where beer is to be stored, sold or manufactured.

White House Municipal Code, Title 8, Chapter 1, Section 8-109 (5) That the establishment for which the certificate is sought (for a liquor license – sale of beer/wine and beer/liquor) is separated from the closest church or school by a minimum of two hundred seventy-five (275) feet, the distance being determined by the length of a straight line between the closest corner of the church building or school building and the closest corner of the building for which the certificate is sought.

By signing below, I acknowledge receipt of Title 8 of the White House Municipal Code governing alcoholic beverages in the City of White House. I am knowledgeable of the laws prohibiting the sale of beer to minors. I hereby certify that no person having at least a 5% ownership interest, nor any person to be employed in the distribution or sale of beer in my establishment, has been convicted of any violation of the beer or alcoholic beverage laws nor any crime involving moral turpitude. I am also aware that I shall not be issued a permit or my permit shall be revoked if my business location causes traffic congestion or interferes with schools, churches, or other places of public gathering, or otherwise interferes with public health, safety and morals.

By signing below, I also authorize the City of White House to investigate my background and secure additional information about me in order to verify my moral character. I hereby release from liability the City of White House and its representatives for seeking such information and all other persons, corporations or organizations for providing such information.

Clayton M. ... Clayton M. ... 2-22-12
Signature of Applicant/Owner (or Authorized Corporate Officer) Date

Sworn to and subscribed before me this 22 day of February 2012

(SEAL)

Barry Pennington
NOTARY PUBLIC

My Commission Expires:

12/21/15

Tennessee
THE GREAT SMoky MOUNTAINS STATE

DRIVER LICENSE

079130583

Expires: 06-27-2013
Issued: 06-17-2008
SID: 06-27-3963

Class: D
ENDORSEMENTS: NONE
RESTRICTIONS:
SEX: M HT: 6'00" Eyes: BR
SSN ON FILE



DL



OLABOYO LATUNDE RICHARDS
119 BAZELON CIRCLE
MEMPHISVILLE, TN 37075

CITY OF WHITE HOUSE
105 COLLEGE ST.

WHITE HOUSE, TN 37188
Phone No: 615-672-4350

Receipt No: 13327

Trans Date: 02/22/201

Tendered Amount: 800.00
Receipt Amount: 800.00

Change Due: 0.00

Receipt Information:
MR 00001-00008088 800.00

Payment Information:
RICHEL'S / OLABOPO CHECK 800.00

RICHEL'S 750 WEST MAIN STREET HENDERSONVILLE, TN 37075	1570 87-183/642
Pay to the Order of	Date <u>2/22/12</u>
<u>City of White House</u>	<u>\$800.00</u>
<u>Eight hundred & 00/100</u>	Dollars
GreenBank™	<small>Security Features Detailed on Back</small>
For <u>Beer & Liquor permit</u>	<u>[Signature]</u>
⑆064201832⑆ 25 2618 4⑈ 01570	

DISCUSSION ITEMS...

OTHER INFORMATION....

March 3, 2012

City of White House Public Works Department
ATTN: Warren Garrett
105 College Street
White House, TN 37188

I cannot thank you enough for the wonderful tribute given my son, John Bosch. I could hardly believe it when I realized that all those people were there for John. For all of you to come from White House is more than I could imagine and I truly appreciate it...and I do believe that God directed me back into the cemetery on my way home so I could be there.

I find it hard to express my true feelings but please know that the gathering of John's co-worker friends and Warren, Sheila, and Jeremy Sisk of the Fire Department absolutely filled my heart with love for all of you...as well as Donna who undoubtedly played a part in this. The caring words, stories that were shared, laughter, and the heart-warming poem from Jeremy all confirmed to me that John was not forgotten.

An otherwise sad and difficult year ended with such a feeling of joy for me. Even though John will always be missed, you have made this mother's heart feel some happiness again. I believe John was looking down and enjoying every minute with that big smile of his. I will forever remember your kindness and the thoughtful planning that brought this together. May God bless each and every one of you. Thank you again.

Shirley Bosch Ward

Eddie and Linda Romero
208 Blossom Court
White House, TN 37188

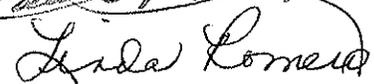
Ward 3 Alderman Dave Paltzik
205 Amber Lane
White House, TN 37188

Dear Alderman Paltzik,

We just wanted to let you know how exciting it is to have a very active Senior Center. Kelly is a great choice to serve as our Director. We are now having dances and that has been a very positive reflection on the City of White House. We have had very encouraging comments from the Seniors that are attending from surrounding communities, to include Portland, Orlinda, Springfield, Greenbrier and Goodlettsville.

Thank you for all the services that the City of White House provides for the Seniors of this community.

Sincerely,


Eddie and Linda Romero

**STANDARD
& POOR'S**
RATINGS SERVICES

500 North Akard Street
Lincoln Plaza, Suite 3200
Dallas, TX 75201
tel (214) 871-1400
reference no.: 1204270

February 23, 2012

City of White House
105 College Street
White House, TN 37188
Attention: Ms. Charlotte Soporowski, CPA, Director of Finance

Re: *US\$2,435,000 City of White House, Tennessee, General Obligation Refunding Bonds, Series 2012, dated: Date of delivery, due: June 1, 2024*

Dear Ms. Soporowski:

Pursuant to your request for a Standard & Poor's rating on the above-referenced issuer, we have reviewed the information submitted to us and, subject to the enclosed *Terms and Conditions*, have assigned a rating of "AA-". Standard & Poor's views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

The rating is not investment, financial, or other advice and you should not and cannot rely upon the rating as such. The rating is based on information supplied to us by you or by your agents but does not represent an audit. We undertake no duty of due diligence or independent verification of any information. The assignment of a rating does not create a fiduciary relationship between us and you or between us and other recipients of the rating. We have not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the Securities Act of 1933. The rating is not a "market rating" nor is it a recommendation to buy, hold, or sell the obligations.

This letter constitutes Standard & Poor's permission to you to disseminate the above-assigned rating to interested parties. Standard & Poor's reserves the right to inform its own clients, subscribers, and the public of the rating.

Standard & Poor's relies on the issuer/obligor and its counsel, accountants, and other experts for the accuracy and completeness of the information submitted in connection with the rating. This rating is based on financial information and documents we received prior to the issuance of this letter. Standard & Poor's assumes that the documents you have provided to us are final. If any subsequent changes were made in the final documents, you must notify us of such changes by sending us the revised final documents with the changes clearly marked.

To maintain the rating, Standard & Poor's must receive all relevant financial information as soon as such information is available. Placing us on a distribution list for this information would

Page | 2

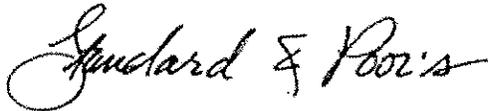
facilitate the process. You must promptly notify us of all material changes in the financial information and the documents. Standard & Poor's may change, suspend, withdraw, or place on CreditWatch the rating as a result of changes in, or unavailability of, such information. Standard & Poor's reserves the right to request additional information if necessary to maintain the rating.

Please send all information to:

Standard & Poor's Ratings Services
Public Finance Department
55 Water Street
New York, NY 10041-0003

Standard & Poor's is pleased to be of service to you. For more information on Standard & Poor's, please visit our website at www.standardandpoors.com. If we can be of help in any other way, please call or contact us at nypublicfinance@standardandpoors.com. Thank you for choosing Standard & Poor's and we look forward to working with you again.

Sincerely yours,



Standard & Poor's Ratings Services
a Standard & Poor's Financial Services LLC business.

th
enclosures

cc: Ms. Amanda Priest
Mr. Richard T. Dulaney

**Standard & Poor's Ratings Services
Terms and Conditions Applicable To Public Finance Ratings**

You understand and agree that:

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Ratings Services Not an Expert, Underwriter or Seller under Securities Laws. Ratings Services has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. Ratings Services is not an "underwriter" or "seller" as those terms are defined under applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation Sections 11 and 12(a)(2) of the U.S. Securities Act of 1933. Rating Services has not performed the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with this engagement.

Office of Foreign Assets Control. As of the date of this Agreement, (a) neither you nor the issuer (if you are not the issuer) or any of your or the issuer's subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC Sanctions"), (b) neither you nor the issuer (if you are not the issuer) is 50% or more owned or controlled, directly or indirectly, by any person or entity ("parent") that is the subject of OFAC Sanctions, and (c) to the best of your knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of you or the issuer (if you are not the issuer) is the subject of OFAC sanctions. For so long as this Agreement is in effect, you will promptly notify Ratings Services if any of these circumstances change.

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Entire Agreement. Nothing in this Agreement shall prevent you, the issuer (if you are not the issuer) or Ratings Services from acting in accordance with applicable laws and regulations. Subject to the prior sentence, this Agreement, including any amendment made in accordance with the provisions hereof, constitutes the complete and entire agreement between the parties on all matters regarding the rating provided hereunder. The terms of this Agreement supersede any other terms and conditions relating to information provided to Ratings Services by you or your agents and advisors hereunder, including without limitation, terms and conditions found on, or applicable to, websites or other means through which you or your agents and advisors make such information available to Ratings Services, regardless if such terms and conditions are entered into before or after the date of this Agreement. Such terms and conditions shall be null and void as to Ratings Services.

Limitation on Damages. Ratings Services does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a rating or the results obtained from the use of such information. RATINGS SERVICES GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Ratings Services, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to you, your affiliates or any person asserting claims on your behalf, directly or indirectly, for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to the rating provided hereunder or the related analytic services even if advised of the possibility of such damages or other amounts except to the extent such damages or other amounts are finally determined by a court of competent jurisdiction in a proceeding in which you and Ratings Services are parties to result from gross negligence, intentional wrongdoing, or willful misconduct of Ratings Services. In furtherance and not in limitation of the foregoing, Ratings Services will not be liable to you, your affiliates or any person asserting claims on your behalf in respect of any decisions alleged to be made by any person based on anything that may be perceived as advice or recommendations. In the event that Ratings Services is nevertheless held liable to you, your affiliates, or any person asserting claims on your behalf for monetary damages under this Agreement, in no event shall Ratings Services be liable in an aggregate amount in excess of US\$5,000,000 except to the extent such monetary damages directly result from Ratings Services' intentional wrongdoing or willful misconduct. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Neither party waives any protections, privileges, or defenses it may have under law, including but not limited to, the First Amendment of the Constitution of the United States of America.

Termination of Agreement. This Agreement may be terminated by either party at any time upon written notice to the other party. Except where expressly limited to the term of this Agreement, these Terms and Conditions shall survive the termination of this Agreement.

No Third-Party Beneficiaries. Nothing in this Agreement, or the rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the rating. No person is intended as a third party beneficiary of this Agreement or of the rating when issued.

Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Amendments. This Agreement may not be amended or superseded except by a writing that specifically refers to this Agreement and is executed manually or electronically by authorized representatives of both parties.

Reservation of Rights. The parties to this Agreement do not waive, and reserve the right to contest, any issues regarding sovereign immunity, the applicable governing law and the appropriate forum for resolving any disputes arising out of or relating to this Agreement.

February 24, 2012

Summary:

White House, Tennessee; General Obligation

Primary Credit Analyst:

Edward R McGlade, New York (1) 212-438-2061; edward_mcglade@standardandpoors.com

Secondary Contact:

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Table Of Contents

Rationale

Outlook

Related Criteria And Research

Summary:

White House, Tennessee; General Obligation

Credit Profile

US\$2.45 mil go rfdg bnds ser 2012 due 06/01/2024

<i>Long Term Rating</i>	AA-/Stable	New
White House GO		
<i>Unenhanced Rating</i>	AA-(SPUR)/Stable	Affirmed
<i>Long Term Rating</i>	AA-/Stable	Affirmed

Many issues are enhanced by bond insurance.

Rationale

Standard & Poor's Ratings Services has assigned its 'AA-' long-term rating to White House, Tenn.'s series 2012 general obligation (GO) refunding bonds and affirmed its 'AA-' long-term rating and underlying rating (SPUR) on the city's parity debt.

The ratings reflect our view of the city's:

- Very strong financial position,
- Good financial management, and
- Limited future capital needs coupled with a moderate debt burden.

The rating is constrained, in our opinion, by the city's:

- Somewhat limited economy, with an employment base somewhat concentrated in the manufacturing sector; and
- Elevated unemployment rates.

An unlimited ad valorem tax secures the bonds.

White House, with a population of 10,255, is about 10 miles south of the Kentucky state line and 24 miles north of Nashville, which provides local residents access to a major employment base, which is reflected in the city's good median household income levels, which are 124% of the national average. White House is located in both Robertson County and Sumner County. Local job opportunities are centered on manufacturing and agriculture. As of November 2011, unemployment rates for Robertson County and Sumner County were 7.3% and 7.4%, respectively. According to city management, new home construction within the city has slowed but not stopped. In addition, home values have actually increased, despite the national housing market crisis. The average price of a home within the city is slightly more than \$200,000. Assessed valuation has grown steadily, increasing a cumulative 62% to \$238 million in fiscal 2012 from \$140 million in fiscal 2005. Market value for fiscal 2012 is estimated at \$846.8 million, or \$82,570 per capita, which is very strong, in our opinion.

The city's financial position is solid. The city's fiscal 2012 tax rate remains very competitive at either 98 cents or \$1.01 per \$100 of AV, depending on in which county the home is located. The fiscal year-end 2010 general fund balance of \$3.5 million accounted for a very strong 55% of expenditures. According to city management,

preliminary estimates for fiscal 2011 indicate a general fund surplus. Most of the city's general fund revenue comes from intergovernmental revenues (50% of total revenues) and local property taxes (34%).

White House's management practices are considered "strong" under Standard & Poor's Financial Management Assessment (FMA) methodology, indicating financial practices exist in most areas and that governance officials have formalized and regularly monitor all of them. The city has a formal general fund reserve policy; management's goal is to maintain at least 10% of operations in reserve. Management uses historical property tax revenue receipts, AV growth, sales tax trends, and personnel costs to calculate revenue and expenditure estimates. City staff reviews the budget with city council at least once a month. The city performs budget amendments, as needed, to address expenditure reclassifications and additional expenses, and the city council approves these amendments based on management's recommendation. Management has a formal investment policy in which it monitors investment results and reports them to the board at least quarterly. The city has a formal six-year capital improvement plan and has recently adopted a comprehensive debt management policy.

Overall net debt is low at about 1.25% of estimated market value and \$1,032 per capita for fiscal 2012. The amortization schedule is average, with 72% of debt retired over 10 years and all debt maturing by 2029. City officials currently have no plans to issue additional debt in the next 24 months.

Outlook

The stable outlook reflects our expectation that the city will maintain its strong financial position, supported by a stable property tax base and limited future capital needs. Standard & Poor's also expects that the city's economic base will maintain its stability as it continues to broaden. These factors will keep the rating from falling below the current levels. The continued development and diversification of the local tax base, while not currently expect, could warrant a rating change upwards.

Related Criteria And Research

USPF Criteria: GO Debt, Oct. 12, 2006

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