

CITY OF WHITE HOUSE
Agenda
Board of Mayor and Alderman Meeting
August 16, 2012
7:00 p.m.

1. Call to Order by the Mayor
2. Prayer / Pledge
3. Roll Call
4. Adoption of the Agenda
5. Approval of Minutes of the July 19, 2012 meeting.
6. Welcome Visitors
7. Public Hearings
 - a. **Ordinance 12-09** - An ordinance amending the Zoning Map for the property referenced as Sumner County Tax Map 97 Parcel 9.00 from C-4 office/professional service district to R-20, low density residential.
 - b. **Ordinance 12-10** - An ordinance amending the Municipal Zoning Ordinance by amending Article III, General Provisions, Article IV Supplemental Provisions Apply to Specific Districts, and Article V Zoning Districts to permit secondary single family residential dwellings units.
 - c. **Ordinance 12-11** - An ordinance amending the Municipal Zoning Ordinance by amending Article III General Provisions, Article V Zoning Districts regarding residential accessory buildings.
 - d. Plan of Services review for recent adopted Plan of Services
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:
11. Consideration of the Following Ordinances:
 - a. **Ordinance 12-09** - An ordinance amending the Zoning Map for the property referenced as Sumner County Tax Map 97 Parcel 9.00 from C-4 office/professional service district to R-20, low density residential. *Second Reading.*
 - b. **Ordinance 12-10** - An ordinance amending the Municipal Zoning Ordinance by amending Article III, General Provisions, Article IV Supplemental Provisions Apply to Specific Districts, and Article V Zoning Districts to permit secondary single family residential dwellings units. *Second Reading.*

- c. **Ordinance 12-11** - An ordinance amending the Municipal Zoning Ordinance by amending Article III General Provisions, Article V Zoning Districts regarding residential accessory buildings. *Second Reading.*

12. Finance

- a. To approve or reject a contract with the State of Tennessee, Department of Military, Tennessee Emergency Management Agency for acquisition of 123 Calista Road. The Planning and Codes Director recommends approval.
- b. To approve or reject the purchase of two 2013 Ford Police Pursuit Vehicles AWD from Country Ford for \$24,138.92 per vehicle. The Police Chief recommends approval.
- c. To approve or reject the Geo-Job GIS Services Contract for \$21,192.07. The Planning and Codes Director recommends approval.
- d. To approve or reject the purchase of a 2012 Ford Fusion from Country Ford for \$19,806.00. The Police Chief recommends approval.

13. Other Business

- a. None

14. Discussion Items

- a. None

15. Other Information

- a. Plan of Services review for recent adopted Plan of Services

16. Adjournment

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

1. Call to Order by the Mayor

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

2. Prayer / Pledge

Prayer and Pledge to the American Flag 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 Rogers Group Change Order #1 be added to the Finance Section.

Motion was made by Ald. Paltzik, second by Ald. Decker 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 June 21, 2012 meeting.

Motion was made by Ald. Paltzik, second by Ald. Hutson to approve the minutes. A voice vote was called for with all members voting aye. **June 21, 2012 minutes were approved.**

6. Welcome Visitors

Mayor Arnold welcomed all visitors.

7. Public Hearings

- a. None

8. Communication from Mayor, Aldermen, and City Administrator

- a. Ald. Decker discussed the effects of taxes on American citizens.
- b. Ald. Hutson complimented Julie Bolton on the July Chamber of Commerce luncheon and stated what a success it had been.
- c. City Administrator Gerald Herman announced that a Industrial Development Board meeting has been scheduled for August 9th at 6:00 pm to discuss an expansion project for Tate Ornamental and the development of a health, educational, and housing facility corporation for the City.
- d. City Administrator Gerald Herman stated that he would be attending the International Council of Shopping Centers' Tennessee/Kentucky Idea Exchange in Nashville on July 25th and 26th.
- e. City Administrator Gerald Herman stated that he would be attending a Middle Tennessee Industrial Development Seminar on July 27th.
- f. City Administrator Gerald Herman announced that the Veterans' Memorial project has been completed.
- g. City Administrator Gerald Herman stated that the ARRA Fiber Optics inside edition project has begun. Completion is scheduled for the end of September.

- h. City Administrator Gerald Herman announced that the FCC has issued the City a modified license for frequencies' trunking which will allow us to connect to the Robertson County communication trunking system.
 - i. City Administrator Gerald Herman provided an update regarding the installation of the traffic light on Hwy 31W at the McCurdy/Sage intersection.
 - j. City Administrator Gerald Herman stated that applications are being accepted for a Parks Maintenance Worker.
 - k. City Administrator Gerald Herman discussed the recent stakeholder's meeting for the library project with HFR Design.
 - l. City Administrator Gerald Herman reminded everyone that a Movie in the Park is scheduled for July 20th at sundown.
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. Paltzik 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 12-10** - A resolution authorizing the City of White House, Tennessee, to participate in the Pool's "Safety Partners" Loss Control Matching Safety Grant Program.

Motion was made by Ald. Hutson, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Resolution 12-10 was approved.**

- b. **Resolution 12-11** - A resolution adopting an official City Seal.

Motion was made by Ald. Bibb, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Resolution 12-11 was approved.**

11. Consideration of the Following Ordinances:

- a. **Ordinance 12-09** - An ordinance amending the Zoning Map for the property referenced as Sumner County Tax Map 97 Parcel 9.00 from C-4 office/professional service district to R-20, low density residential. *First Reading.*

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Ordinance 12-09 was approved on first reading.**

- b. **Ordinance 12-10** - An ordinance amending the Municipal Zoning Ordinance by amending Article III, General Provisions, Article IV Supplemental Provisions Apply to Specific Districts, and Article V Zoning Districts to permit secondary single family residential dwellings units. *First Reading.*

Motion was made by Ald. Bibb, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Ordinance 12-10 was approved on first reading.**

- c. **Ordinance 12-11** - An ordinance amending the Municipal Zoning Ordinance by amending Article III General Provisions, Article V Zoning Districts regarding residential accessory buildings.

Motion was made by Ald. Hutson, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Ordinance 12-11 was approved on first reading.**

12. Finance

- a. To approve or reject the Wastewater single source requests for FY 2012 - 2013. The Public Works Director recommends approval.

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

- b. To approve or reject authorizing City staff to proceed with requesting a competitive sealed proposal for the design of the Hillcrest Cemetery security gates. The Parks and Recreation Director 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. **Motion passed.**

- c. To approve or reject subdivision and street acceptance for the Tison Subdivision with a one-year \$10,000 maintenance bond. The Planning and Codes Director recommends approval.

Motion was made by Ald. Decker, second by Ald. Paltzik to approve. A voice vote was called for with all members voting aye. **Motion passed.**

- d. To approve or reject subdivision and street acceptance for Magnolia Village Phase 4-1 and 4-2 including Granda Flora Drive and a section of Tulip Terrace with a one-year \$65,000 maintenance bond. The Planning and Codes Director recommends approval.

Motion was made by Ald. Decker, second by Ald. Paltzik to approve. A voice vote was called for with all members voting aye. **Motion passed.**

- e. To approve or reject Calista Road ARRA Project Change Order #5 to extend the warranty for the landscaping installed to November 30, 2012. 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. **Motion passed.**

- f. To approve or reject filing of Public Form CT-0253 for the State Revolving Fund Loans CG1-12-302 and SRF 12-308. The Finance Director 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. **Motion passed.**

- g. To approve or reject a twelve month extension of the Rogers Group FY 2008 - 2009 paving contract. The Public Works Director recommends approval.

Motion was made by Ald. Decker, second by Ald. Paltzik to approve. A voice vote was called for with all members voting aye. **Motion passed.**

- h. To approve or reject a twelve month extension of the Sessions Paving Company FY 2008 - 2009 road repair contract. The Public Works Director recommends approval.

Motion was made by Ald. Decker, second by Ald. Paltzik to approve. A voice vote was called for with all members voting aye. **Motion passed.**

- i. To approve or reject the license agreement with The State of Tennessee for the State Route 76 Sidewalk project. The Planning and Codes Director recommends approval.

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

- j. To approve or reject a twelve month extension of the CSR Engineering FY 2011 - 2012 engineering contract. The City Administrator 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. **Motion passed.**

- k. To approve or reject purchase of a 2012 Nissan 4 x 4 pickup truck for \$20,528 to replace the Fire Chief's vehicle. The Fire Chief recommends approval.

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

- l. To approve or reject Rogers Group Change Order #1 for \$5,966.70. The Public Works Director 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. **Motion passed.**

13. Discussion Items

- a. None

14. Other Information

- a. None

15. Adjournment

Meeting was adjourned at 7:32 pm.

Michael Arnold, Mayor

ATTEST:

Amanda Priest, City Recorder

REPORTS....

General Government Department
July 2012

Administration

City Administrator Gerald Herman attended the following meetings for Administration this month:

- July 3: Cemetery Board Meeting
- July 9: Planning Commission Meeting
- July 10: Library Stakeholder Meeting
- July 11: Solid Waste RFP Pre-Bid Meeting
- July 17:
 - Robertson County E-911 Board Meeting
 - White House Chamber of Commerce Luncheon
 - Mandatory City Employee Meeting
- July 18: Metro Planning Organization Meeting
- July 19: Board of Mayor and Aldermen Meeting
- July 24:
 - Hylant Group Quarterly Meeting
 - Mandatory City Employee Meeting
 - Museum Board Meeting
- July 25: International Council of Shopping Centers Conference
- July 26: International Council of Shopping Centers Conference
- July 27: Middle Tennessee Industrial Development Seminar

The City of White House website is still under development. After the final project is complete, website management updates will be provided in the monthly reports.

**Finance Department
July 2012**

Finance Section

During the month of July the Tax Clerk was contacted by the state of Tennessee and through the course of a conversation was informed that the state will no longer be printing our Sumner County tax cards for us. As it turns out, the Sumner County Assessor and Trustee made software changes that the State of Tennessee is either not willing to or cannot work with. After learning this from the State and Contacting the County, we were told that a meeting would be scheduled between the County and Cities to discuss the change. The Tax Clerk attended the meeting and learned that Sumner County has gone ahead and contracted with a private company to produce their tax bills. Since the County is the custodian of our property tax records we will have to do the same, as will other cities in Sumner County. The amount of the outsourced printing will likely cost less than what we were already paying the state to produce the tax cards. The cost will also be under the quote limit for purchasing, so for simplicity's sake we will proceed with the same vendor that the county selected, since we know that they can handle the file structure. If you have any further questions about this, please contact the Finance Director or the Tax Clerk.

The Finance Director attended several meetings during the month, including the quarterly Cemetery Board meeting, the Library Stakeholder meeting with the HFR Design team, the July Board of Mayor and Alderman meeting, a quarterly insurance review with The Hylant Group, and the Sumner County Council of Governments meeting in Westmoreland. All Finance staff attended one of two mandatory employee meetings during the month to discuss the newly distributed and updated personnel handbook.

Performance Measures

Major Fund Balances

Fund	Cash Balance	Investment Account Balance
General Fund	\$167,331.50	\$3,676,927.77
Sanitation	\$65,849.39	\$540,235.66
Wastewater	\$339,747.81*	\$1,064,752.49

- All Fund Balances are bank balances reported as of August 7, 2012.
- *The Wastewater Fund balance should be reduced by a significant Due To balance for the Sanitation Fund at \$62,726.76.

Payroll

Number of Payrolls	Number of Checks and Direct Deposits	Number of adjustments	Number of Void Checks
2 regular 0 special	4 paper checks 187 direct deposits	0 Retroactive Adjustments	0 Voids

Accounts Payable

	July	FY	Last July	Last FY
Total Invoices Processed	227	227	293	293

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	223	14	46	10	81	4	27	140	15	3	26	589
Customers	129	2	5	7	19	0	3	405	9	0	6	585

Finance	Accounts Payable	Business License	Property Tax	Court	Purchasing	Finance Directors Office	Total
Calls	0	13	37	98	71	4	223
Customers	0	6	5	98	20	0	129

**Finance Department
July 2012**

Purchase Orders

Codes	10	\$2,768.29	Court	0	\$0.00
Fire	28	\$44,383.60	Library	12	\$25,699.24
Police	44	\$36,472.65	Waste Water	46	\$751,480.63
Human Resources	2	\$702.47	Public Works	23	\$341,967.28
Engineering	7	\$330,350.02	Sanitation	12	\$20,844.37
Administration	10	\$7,409.07	Parks	25	\$6,985.30
Finance	4	\$535.30	Bldg. Maintenance	10	\$6,498.77
			Cemetery	3	\$1,248.57
Total	236	\$1,577,345.56	Void	12	

	Number of PO's	Value of PO's
Purchase Orders \$0 - \$999	180	\$55,474.23
Purchase Orders \$1000 - \$9999	42	\$130,882.28
Purchase Orders Over \$10,000	14	\$1,390,989.05
Total	236	\$1,577,345.56

Emergency Purchase Orders

Number	Vendor	Items	Amount	Nature of Emergency	Department
17553E	Tracy Langston Ford	Wiper blades	\$6.99	Purchased without purchase order	Wastewater
17541E	SideWinder	Pump wet well	\$495.00	Pumps quit working	Wastewater
17556E	Smith & Loveless	Vacuum pumps for Union Rd.	\$1,320.00	Lift station and back up part	Wastewater
17554E	Allgood	Pump wet well	\$500.00	Pumps out	Wastewater
17565E	Thompson Machinery	Repair on backhoe	\$1,305.13	Purchased without purchase order, and no prior emergency approval	Wastewater
17730E	Southern Sales	Pumps, panel, and labor	\$5,389.00	Replacement of bad equipment on SCT Drive	Wastewater
17737E	Sidewinder	Pumping	\$1,000.00	Overflowing	Wastewater
17736E	Smith & Loveless	Ball check seat, o-ring, check valve, bowl assembly	\$244.59	Union Rd Vacuum pump	Wastewater
17542E	Stansell Electric	Repairs to traffic lights	\$480.00	31W and Portland Rd.	Public Works
17575E	DHC	Service Call	\$75.00	A/C quit working at Wastewater Plant	Wastewater

Business License Activity

Opened	13
Closed	1

Delinquency Rate: 59%

Cumulative Information

Class	Total Licenses	Delinquencies
1	52	37
2	152	105
3	308	172
4	210	108
Total	722	422

**Finance Department
July 2012**

Municipal Court – Citations disposed either through court or payment

Description	Total Charges	Description	Total Charges
Child Restraint 4-15 (1 st Offense)	4	Open Container Law	1
Child Restraint-under 4	0	Parking Violation	1
Anti-Noise Regulations	0	Vehicle Registration Law	8
Texting While Driving	0	Seat Belt Violation – 18 and Older	29
Failure to Yield Right of Way	2	Speeding	99
Financial Responsibility Law	46	Careless Driving	1
Following Too Closely	0	Disobedience to Traffic Control Device	3
Motor Vehicle Requirements/Misc.	5	Enter Access Roadway	0
Improper Passing	4	Graduated Drivers License	0
Drivers Exercise Due Care	6	Turn to Avoid Signal	0
Codes Violations/Animal Control	1	Improper Backing	0
Drivers License Law	9	Move Over Law	0
Stop Signs	2	Total	221

Municipal Court – Case Disposition

Disposition	Total
Ticket Paid in Full – Prior to Court	67
Guilty as Charged	14
Dismissal	17
Dismissed upon presentation of insurance	35
Not Guilty	0
Dismissed to Traffic School	17
Dismissed with Costs and Fines	56
Dismissed with Costs	10
Dismissed with Fines	5
Case Transferred to County	0
Dismissed with Public Service	0
Total	221

Wastewater Billing

New Service Connections: 2
 Applications: 43
 Late Penalties Applied: \$6,606.79
 Adjustments: 88
 Number of Reconnect Fees Paid: 20
 Non-Payment Cut-Offs: 20

**Human Resources Department
July 2012**

- Waste Water Tech II Recruitment
- Civic Center Attendant (Part-Time) Recruitment
- Parks Maintenance Worker Recruitment
- Police Officer Recruitment
- Coordinated Personnel Manual Printing Project
- Facilitated HR Education Updates/Training for Employee Meetings
- Attended COWH Safety Committee Meeting, 7/31/12
- Created City Wide Volunteer Application Document
- Revised Employee Longevity Awards Programs
- Attended Regional Public Works Meeting (TCAPWA), Nashville, 7/26
- Meeting with Hylant Group for Benefits Utilization Review, 7/24
- Meeting with COWH WellNow Urgent Care Facility, 7/24
- Processed (1) FMLA Request

Injury Reports: (1) reports, July 2012, compared to the July, 2011 report (0)

	2012-2013	2011 - 2012	2010 - 2011
July	0	0	0
August		2	1
September		0	3
October		1	2
November		1	0
December		0	0

	2012-2013	2011 - 2012	2010 - 2011
January		0	2
February		0	3
March		0	0
April		3	0
May		0	0
June		0	1
Total		7	12

Property/Vehicle Damage Reports: (0) reports, July 2012 compared to (0) reports, July, 2011

	2012-2013	2011 - 2012	2010 - 2011
July	0	0	1
August		0	0
September		0	0
October		1	0
November		0	0
December		2	0

	2012-2013	2011 - 2012	2010 - 2011
January		0	2
February		3	0
March		0	0
April		1	0
May		0	0
June		0	0
Total		7	3

City Wide Turnover: (0) terminations July, 2012 compared to (0) terms July, 2011

	2012-2013	2011 - 2012	2010 - 2011
July	0.0%	0.0%	0.9%
August		0.0%	0.9%
September		0.0%	0.9%
October		1.0%	0.0%
November		2.0%	0.9%
December		2.0%	0.9%

	2012-2013	2011 - 2012	2010 - 2011
January		1.0%	0.9%
February		2.0%	0.0%
March		1.0%	1.0%
April		1.0%	1.0%
May		1.0%	1.1%
June		1.0%	0.0%
Total		12.0%	9.3%

**Police Department
July 2012**

Meetings/Civic Organizations

- **Chief Brady attended the following meetings in July:** Department Head Meeting (July 2nd, 16th, 30th), 911 Robertson County Board Meeting (July 17th), Sumner County Drug Task Force (July 18th), and Board of Mayor and Alderman (July 19th).
- **Captain Mingleдорff attended the following meetings in July:** Rotary Club (July 12th, 19th, and 26th) and D.A.R.E. Officer's Annual Conference and In-service Conference at Paris Landing State Park (July 9-13th).

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. Thirty-one (31) files have been approved by an assessor. Seven (7) files are ready to be reviewed by an assessor. Twenty (20) standards are currently being worked on. We have reached our third benchmark.
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
March	0	8	0	8
April	0	96	40	136
May	12.5	152	24	188.5
June	2	56	44	102
July	0	0	32	32
Grand Total	14.5	328	164	506.5

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 2012-2013. (There are 730 Patrol Shifts each year.)**

Number of Officers on Shift	July 2012	FY 2012 - 2013
Two (2) Officers per Shift	62	62
Three (3) Officers per Shift	0	0

2. **Acquire and place into service two Police Patrol Vehicles.** Bid advertisement for two Police Patrol Vehicles was placed in the Bargain Browser. Bid opening is August 6th. Once the bids are opened and vendor selected, we will begin our process to purchase the vehicles
3. **Conduct two underage alcohol compliance checks during the Fiscal Year 2012-2013.** Plans are being made to have one this winter and one in the spring.
4. **Maintain or reduce TBI Group A offenses at the three-year average of 82 per 1,000 population during the calendar year of 2012.**

**Police Department
July 2012**

Group A Offenses	July 2012	Per 1,000 Pop.	Total 2012	Per 1,000 Pop.
<i>Serious Crime Reported</i>				
Crimes Against Persons	11	1	104	10
Crimes Against Property	50	5	250	24
Crimes Against Society	12	1	102	10
Total	73	7	456	45
Arrests	39	293	254	

*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 2012.*

	July 2012	Total 2012
Traffic Crashes Reported:	24	195
Enforce Traffic Laws:		
Written Citations	223	1,978
Written Warnings	69	670
Verbal Warnings	165	1,709

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 2012.*

COLLISION RATIO				
	Collisions	Injuries	Monthly	YTD
July	24	4	17%	17%

Traffic School: Sgt. Dan Hunter instructed the DDC-4 Traffic School Class in July. There were 18 students that attended.

Staffing

- Officer Kevin Gillingham started with the White House Police Department on July 2nd. He was a Reserve Officer for the Hendersonville Police Department. He received his Law Enforcement Certification from Walter's State.
- The Police Department held a written and physical testing for new Police Officers/Reservist on March 31st at the White House Police Department. One applicant, Ofc. Kevin Gillingham was hired to fill a vacant spot. Captain Ring continues to do background checks on the other applicants. We are budgeted to hire two new officers this budget year; and we have one vacancy. Panel Interviews are scheduled for August 23rd.
- Ofc. Erinn Ellis is on light duty status. She currently is assisting in CID (Crime Investigations Department).
- Officer Kia Vanatta continues her Law Enforcement Certification at the Tennessee Law Enforcement Training Academy. She will graduate on August 3rd.

K-9: Ofc. Jason Ghee and Nike attended their monthly training.

Sumner County Emergency Response Team: On July 20th, the ERT trained with Sgt. Erick Enck for 7 hours on PT and Defensive Tactics.

Volunteer Reserve Officers: The Reserve Officers finished their radar training this month.

Support Services Performance Measurements

1. *Acquire and place into service one Criminal Investigation Division vehicle.* We are currently waiting for the 2013 Ford Fusion state contract price. There were no 2012's on State Contract in stock. The vendor should call Sgt. Hunter when they receive the information.

**Police Department
July 2012**

2. *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
July	60%	76%

Communications Section

	July 2012	Total 2012
Calls for Service	1089	8,820
Alarm Calls	27	250

Request for Reports

	July 2012	FY 2011-12
Requests for Reports	27	27
Amount taken in	\$29.05	\$29.05
Tow Bills	\$0.00	\$0.00
Emailed at no charge	36	36
Storage Fees	\$0.00	\$600.00

Governor's Highway Safety Office (GHSO): Nothing to report at this time.

Volunteer Police Explorers: Nothing to report at this time.

Item(s) sold on Govdeals: Nothing sold in the month of July.

Crime Prevention/Community Relations Performance Measurements

1. *Teach D.A.R.E Classes (10 Week Program) to two public elementary schools and one private by the end of each school year. The Program will resume in September 2012 at White House Heritage Elementary School and Christian Community School.*
2. *Plan and coordinate Public Safety Awareness Day on Labor Day as an annual event. Planning for the 13th annual event has begun. This year's event is being scheduled for Monday, September 3, 2012 (Labor Day).*
3. *Plan, recruit, and coordinate a Citizen's Police Academy as an annual event. Accepting applications for the next class which will commence February 2013.*
4. *Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.*

- *Wheels In Motion:*. Program will resume September 2012.
- *Captain StreetSmart:* School classes resume September 2012.

Special Events: No events held during the month of July.

2012 Participation in Joint Community Events		
	July	YTD
Community Activities	1	31

Fire Department July 2012

Summary of Month's Activities

Fire Operations

The department responded to 55 requests for service during the month with 36 responses being medical emergencies. The department responded to 3 vehicle accidents with reported injuries and five patients were transported to medical facilities.

On July 12th the department was dispatched to a trailer fire in the Shun Pike Fern Valley Road area. When fire units arrived on scene the fire was located approximately ½ mile off the roadway within the city limits. Once access was made to the location of the fire there was a grass fire and a camper involved. The fire was extinguished by several departments that had been dispatched to the scene. The camper was a total loss although no injuries were reported.

On July 18th at 4:21 pm the department was dispatched to a house fire with flames and smoke visible. When fire units arrived on scene the fire had vented through the roof with heavy smoke visible. A water supply was established and an interior attack team entered the structure. Due to deteriorating fire conditions the attack strategy was changed to defensive and firefighting operations were moved to outside the structure. The majority of the fire damage was to the attic and roof of the structure with some water damage in other areas. Several pets were rescued from the structure and much of the personal property was salvaged.

Fire Administration

- **July 11** - Chief Palmer met with Greer Communications to create a plan to reprogram all the radios and repeaters within the cities radio system and the steps necessary to make the change to the Robertson County radio system.
- **July 16, 17** - Chief Palmer attended the Tennessee Fire Chiefs Association annual conference in Nashville for training. The theme of this years training was "Ethics, Leadership, and Liabilities.
- **July 16** - Chief Palmer and Asst. Chief Sisk attended the Middle Tennessee Fire Chiefs meeting held at the Nashville Airport Fire Department.
- **July 17** - Asst. Chief Sisk attended the monthly Robertson County 911 meeting in Springfield.
- **July 26** - Chief Palmer attended a Public Works Association meeting at the new Nashville Convention Center along with other city employees.
- **July 31** - Chief Palmer and Asst. Chief Sisk conducted the monthly safety committee meeting at fire station 2.

Update on the Department's Goals and Objectives

- Update the Department's SOG document and reformat sections to be more tasks/response specific by June 30, 2012. **(This project is 95% complete.)**
- Organize a table top disaster drill to train staff and exercise the city emergency operations plan by December 1, 2012.
- Conduct the Risk Watch Program in all 1st grade classrooms beginning in September 2012 and ending in May 2013.
- Purchase and implement the Code Red weather emergency warning system by October 1, 2012.
- Complete the annual apparatus pump testing by December 1, 2012.
- Complete the annual fire hose testing by November 1, 2012.
- Complete annual firefighter training 240 hours for career and 48 for part-time firefighters by June 30, 2013.

Departmental Highlight

During the week of July 16th Firefighter Michael Fisher attended the state fire academy for the first week of Apparatus Driver Operator training. Firefighter Fisher began his career with the department August 24th, 2010 and has progressed through the basic firefighter training. When Firefighter Fisher completes this series of training all career firefighters will have completed the operator training and become certified apparatus driver/operators.

**Fire Department
July 2012**

Monthly Performance Indicators

Incident Responses

Structure Fires	1	Vehicle Accidents (General Cleanup)	1
Cooking / Electrical Fires	0	Vehicle Accidents (With Injuries)	3
Vehicle Fires	2	Rescue	2
Grass, Brush, & Trash Fires	0	False Alarms / Calls	3
Hazmat	2	Assist Other Governmental Agency	0
Other Calls	5	Total Responses for the Month	55
Emergency Medical Responses	36	Total Responses YTD	55

Fire Fighter Training

Total Training Man Hours for the Month	278.95
Total Training Man Hours YTD	278.95

Fire Inspection

	This Month	YTD
Fire Inspections	5	5
Fire Investigations	1	1
Plat / Plan Reviews	1	1
Fire Preplans	15	15

Public Fire Education

	This Month	YTD
Participants	77	77
Education Hours	4	4
Number of Occurrences	5	5

**Public Works Department
July 2012**

Staffing

The public works department is authorized 11 full time employees as follows:

1. Six (6) full-time Solid Waste drivers & maintenance workers;
2. Two (2) full-time Streets equipment operators;
3. One (1) Supervisor; and
4. One (1) Administrative Assistant.

The department is currently down one (1) Sanitation Driver.

Interdepartmental Training

Personal Manual 5.18 & 7.1

City Public Works & Drainage Improvement Projects

Staff continues to respond to citizen public works and storm-water concerns. Below are projects that we've been working on recently:

1. **136 Covington Bend:** The Streets crew removed the small rip rap from the ditch-line because the force of the water coming out of the culvert was washing the smaller rip-rap down-stream, which caused the rock to pile up at the outfall end of the ditch. After we re-established approximately 75' of the existing ditch line, the crew lined the center and sides with filter fabric and then placed much larger rip-rap from the culvert to the end of the ditch. The crew place approximately 25-tons of new rip-rap in the ditch line. Due to the small rip-rap piling up, both embankments downstream had begun to wash away. Therefore, the crew hauled in about 56 tons of dirt and top soil for back fill and restoration. After completing the ditch and stabilizing the embankments, the crew place dirt and top soil along the top of the rip-rap lined ditch, they restored the working areas adjacent to both sides of the ditch, then seeded and covered with straw.
2. **100 Heritage Drive:** Mr. Boarders called to advise us that the vegetation at the culvert crossing was densely overgrown causing the storm-water to backup and create a wash near the inlet side of the culvert. The streets crew cut down the surrounding vegetation, removing most of the roots from the soil. However, some of the trees were growing out of the cracks in the concrete embankment, so, the crew painted the stubs to deter any further growth. The crew removed the material with the bucket truck and placed larger rip rap in the ditch line to fill in holes that were created from the wash. In addition, the crew removed silt and rock from the outlet side of the culvert and spread the material along the bank for stabilization.
3. **Whitson Court:** The crew was called out to the culvert crossing due to the appearance of a hole that opened up on the road surface. The culvert needs to be replaced at this crossing. However, since this particular ditch-line is going to be used for the upcoming Hobbs Sewer project, I didn't want to make any improvements in advance of the sewer project. I will coordinate the culvert replacement with the sewer project to avoid any unnecessary conflicts. The crew has stabilized the road surface with rock and concrete.
4. **778 McCurdy Road:** Warren and I met with Ms. Andal to address the issue of the rip-rap lined ditch in front of her house and the culvert crossing. The crew removed the rip-rap from the ditch, graded, seeded and covered with straw. The crew then removed and replaced the road crossing culvert with 40' of 18" ADS plastic pipe. This job was taken out of the project cue and elevated to a priority due to the impending asphalt overlay project.
5. **309 Patana:** Addam requested the department to remove the headwall from this culvert. The crew removed the headwall and did the necessary restoration.
6. **Meadows Road:** The culvert crossing east of the North Palmers Chapel intersection was deteriorated to the point that the road was beginning to develop holes. This job was taken out of the project cue and elevated to a priority due to the impending asphalt overlay project. The crew replaced the 36" galvanized culvert with a 36" ADS plastic pipe culvert. Both ends were stabilized with rip-rap and covered with crushed road rock, compacted and overlaid with new asphalt.

**Public Works Department
July 2012**

7. **Asphalt Overlay Project:** The Rogers Group began the annual overlay project Wednesday, August 1st. The roads that were scheduled and completed are as follows:

1. Meadows Road: from Tyree to NPC;
2. Marlin Rd: from 31W to County tie-in;
3. McCurdy Dr.: from 31W to County tie-in;
4. Allers Drive: from Cedar Brook to Autumn Wood;
5. Overlook Ct.: from Allers to cul-de-sac;
6. Church Lawn: from Cedar Brook to cul-de-sac;
7. Cedar Wood: from Cedar Brook to cul-de-sac.

Monthly Performance Indicators

	Available Hours	Total Hours
Streets & Roads	425	240
Sanitation	765	812
Facility Maintenance - PW Staff	N/A	0
Fleet Maintenance - PW Staff	N/A	0
Training	N/A	13
Vacation	N/A	91
Workman's Comp	N/A	20

The above chart represents the number of man hours vs. the total number of hours worked for the month of July by department. It also represents the number of vacation days and sick leave 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	48,380 Pounds
Scrap Metal	0 Pounds
Yard Waste	35,000 Pounds
Recycled Oil	0 Gallons

Convenience Center

There was a total of 1 citizen that utilized our Convenience Center for the month of July. Total revenue of \$1,305.80 also includes revenue received from the recycling of steel other miscellaneous recyclables. Total operating cost for the month of July to be determined.

City of White House Clean-Up Days

For the month of July there were a total of 54 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 (Calendar Year 2012): 437

Sanitation Enterprise Fund Totals

Number of Customers Billed	Net Total Billed	Total Billed YTD	Revenue Received	Revenue Received YTD
3,671	\$57,930.00	\$57,930.00	\$52,152.76	\$52,152.76

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.

**Public Works Department
July 2012**

For the month of July we had a total of 49 citizens utilized the mobile emissions testing station located at the Public Works Facility. See the chart below and notice the usage since June 2011.

July 2012	54
July 2011	60

July 2012 Truck Poundage and Fuel Costs

	July 2012	YTD
Tons per day	17.88	17.88
Tonnage for 1 months	303.88	303.88
Fuel used Truck #320	\$1,600.63	\$1,600.63
Fuel used Truck #321	\$606.40	\$606.40
Fuel used Truck #323	\$1,374.98	\$1,374.98
Fuel used Truck # 324	\$229.04	\$229.04
Total Fuel	\$3,811.05	\$3,811.05

Fuel increased \$604.57 from the month of June

Services Provided	Total	YTD
Brush Pick Up (stops)	80	80
Brush Truck Load	7	7
Emergency Call Outs	1	1
Damaged Carts Replaced	12	12
New Carts for New Home Construction	6	6
Additional Cart Request	1	1
Curbs Repaired	0	0
Shoulders Repaired	0	0
Drainage Requests	7	7
Drainage Work (feet)	395	395
Potholes Repaired	0	0
Salt Usage (tons)	0	0
Signs Installed	5	5
Handicapped Pick Up	81	81
Move In Special Pick Up	4	4
Move Out Special Pick Up	0	0
Dead Animal Removals	2	2
Citizens requesting a pick up due to forgetting to place cart at curb after route has been completed.	1	1

**Public Works (Wastewater)
July 2012**

1. **Green Project:** The wastewater staff continues to work on the “Green Project” which is a program designed to remove older, less efficient, grinder pumps with a newly designed product. This project will replace approximately 400 pumps in the South Palmers and Sage Road areas. The completion deadline for this project is April 2013. Due to problems in other areas, staff replaced only 9 pumps in the month of July.
2. **Hobbs Project:** Staff is working with McGill Engineers and their surveyor in the initial designing phase of the upcoming Hobbs Conversion Project. The surveyor has finished gathering the GPS data points for the design team. Chris Keith worked closely with the survey team showing them the existing sewer lines that line the storm-water ditches.
3. **GIS/GEO JOBE:** Chris Keith and the GIS team completed collecting the missed sewer line data. After meeting with Geo-Jobe’s Cliff Hoeffner, we determined that some data at the wastewater plant and from Heritage High School force main extension was missing. Once this data is entered, staff will begin training to learn how to operate the GIS system.
4. **Lift Stations:** The lift stations, as a whole, have been operating without major incidence. We have encountered only small malfunctions at the stations. Staff replaced a seal on one of the vertical turbines at NPC station, and we are replacing a soft start controller at the Wilkinson lane station (the part is on order).

McGill Engineers have not completed the preliminary cost estimates for the Meadowlark lift station. The three (3) cost scenarios for this station are as follows:

- a. Install a new above ground pump station similar to Cambria or Union Road (current price quote from Gorman Rupp at approximately \$143,000.00);
- b. Install a new submersible pump station;
- c. Retrofit the existing station with new electrical controls and possibly pumps.

When Ben finishes the cost estimates, staff will review and make a recommendation. This station was built in 1983 and is the City’s oldest station.

Wastewater Treatment

- A. FLOW..... 0.6129 MGD
- B. CAPACITY..... 1.40 MGD
- C. % of CAPACITY..... 48%
- D. RAINFALL.....7.29”

1. **Violations:** No violations.
2. **H2S & FERRIC SULFATE:** We’ve started feeding ferric from our new contract vendor, Siemens, at three (3) lift stations - Wilkinson Lane, Tyree (old station location) and Union Road. The overall results of adding ferric remain positive at the plant. Staff continues to monitor the carbonaceous biochemical oxygen demand (**CBOD**) and the total suspended solids (**TSS**) which will indicate any settling effects of the Ferric sulfate. The clarifier continues to produce a very clear effluent.
3. **Oxidation Ditch:** Another aerator disk in the oxidation ditch is down due to either a faulty seal or a cracked gearbox. We are still waiting for repair quotes. We continue to operate the ditch using the other three (3) aerator disks. The preliminary cost estimate for replacement is about \$10,000.00. However, we may be able to repair the box at a fraction of that estimate.
4. **UV System:** We are still assessing the Trojan Ultra-Violet (UV) system which continues to have problems due to increased algae levels. As I stated last month, as the algae levels rise, the UV tube wipers cannot function properly, so the effective bacteria kill diminishes. The Trojan UV representative came to the plant on July 12 and said that they will test our treatment processes at their lab to better determine the cause of the algae. Trojan

**Public Works (Wastewater)
July 2012**

will do these laboratory tests at no charge. If we can control the algae, we will be able to upgrade the current system, which will give us a 15 - 20 year life expectancy, which may warrant the high cost associated with the upgrade. I'll continue to keep you informed.

Monthly Performance Indicators and Year-to-Date Totals

Responses to SCADA Alarms

	<u>Month</u>	<u>YTD</u>
North Palmers	325	325
Calista	83	83
Wilkinson	22	22
Portland Road	0	0
Cope Crossing	26	26
Union Road	16	16
Meadowlark	1	1
Hwy 76	2	2
Cambria	0	0
Treatment Plant	34	34
Total Responses	509	509
TN One-Call	82	82

	<u>Month</u>	<u>YTD</u>
Work Orders	0	0
Monthly Service Requests Totals	184	184
Mainline Repairs	0	0
Service Line Repairs	4	4
E/One to E/One Change-outs	27	27
E/One Conversions	6	6
“Green Project” Conversions	9	9
Low Pressure Service Requests	97	97
Vacuum System Service Requests	4	4
Major Lift Station Repairs	1	1

**Planning and Codes Department
July 2012**

Summary of Department Activities:

Planning and Public Works staff completed subdivision inspections for phases 4-1 and 4-2 in the Magnolia Village Subdivision. Staff attended the new library stake holders meeting with the project architect. Staff contacted contractors to obtain bids for multiple building maintenance projects. Staff saw an increase in preliminary business inspections and questions regarding new development proposals. Staff hosted the Sumner County Planners meeting which included discussions on the upcoming Planning Commission and Board of Zoning Appeals fall training session and zoning issues with residential homes for disabled residents.

Department Highlight:

School Zone Flashers

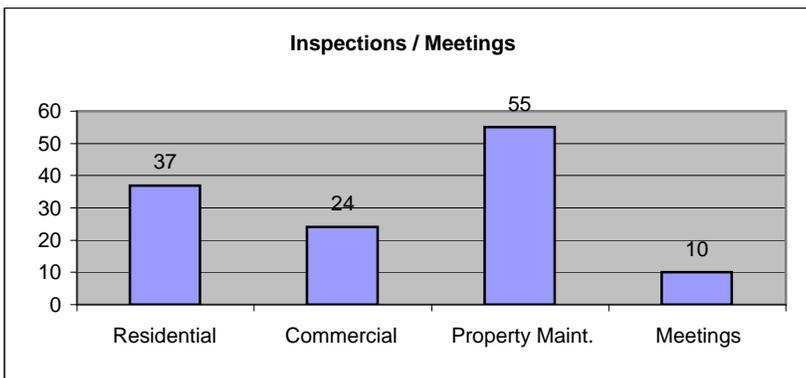
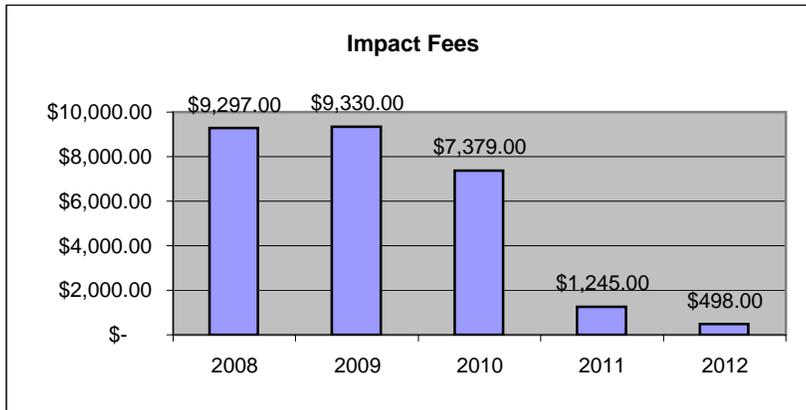
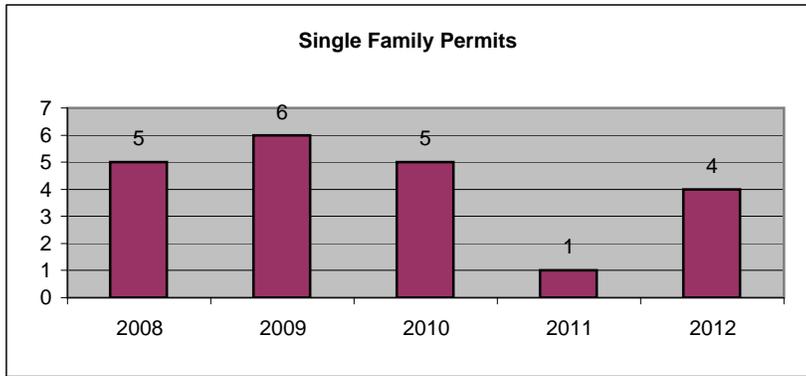
Building Maintenance staff maintains the school zone flashing lights. The maintenance includes adjusting the timing of the lights and ensuring that the lights are operable. If the maintenance requires the use of the City's bucket truck then staff coordinates the work with the City's Public Works Department. Staff works with the Police Department regarding scheduling for holidays and summer breaks.

Project Updates:

SR 76 Sidewalks:

Staff is waiting for TDOT to approve the property appraisals for the City to make an offer to obtain two private drainage easements. The total estimated cost for the easements is \$ 10,000. Staff has been in contact with the project engineer and the goal is to have the final construction plans ready for TDOT approval and bidding this fall for a spring 2013 construction start date. Per discussions with staff, the White House Utility District will soon be starting the process of obtaining easements for their water line improvements required for the project.

**Planning and Codes Department
July 2012**



	Month	FY 12-13
MEETING AGENDA ITEMS#		
Planning Commission	5	5
Construction Appeals	0	0
Zoning Appeals	0	0
Training/Study Session	0	0
Property Maintenance	0	0
PERMITS		
Single Family Residential	4	4
Multi-Family Residential	0	0
Other Residential	21	21
New Commercial	0	0
New Industrial	0	0
Other Com/Ind	4	4
State Electrical	40	40
Sign	2	2
Occupancy Permits	21	21
Other	0	0
BUILDING INSPECTIONS		
Residential	37	37
Hours	13.67	13.67
Commercial /Industrial	24	24
Hours	9	9
CODE ENFORCEMENT		
Total Cases	55	55
Hours	6.33	6.33
Complaints Received	8	8
MEETINGS		
Administration	3	3
Hours	7	7
Planning	3	3
Hours	1.25	1.25
Codes	4	4
Hours	1.42	1.42
FEEES		
Permit Fees	\$ 3,494.00	\$ 3,494.00
Board Review Fees	\$75.00	\$ 75.00
City Impact Fee	\$498.00	\$ 498.00
Roads	\$152.40	\$ 152.40
Parks	\$158.40	\$ 158.40
Police	\$112.80	\$ 112.80
Fire	\$74.40	\$ 74.40
PLANNING COMMISSION APPROVAL		
Subdivision Lots	0	0
Commercial/Industrial (Sq ft)	0	0
Multi-Family Units	N/A	0
Other	N/A	0
OTHER ITEMS		
Subdivision Bonds: 23	\$	974,300.00
Builders Bonds	\$	47,753.43
Workings Days in Month		17

Parks, Recreation, & Cultural Arts Department
July 2012

Summary of Month's Activities

Recreation

The White House Jr. Pro Football and Cheerleaders both started practicing this month.

Gymnastics classes ended on July 23rd. This concluded an 8 week program put on by Charles Harding. There were 20 total participants.

Challenger Basketball games started this month. They have 6 games total, and their last game is on August 11th at 10:00AM. There are 6 total participants to give us 3-on-3.

Girls Volleyball registration ended this month on July 5th. We ended up getting 45 girls signed up total which was a great turn-out for the first time! This made it possible to make 5 teams with 9 players on each team. We combined the 9 & 10 year olds and the 11 & 12 year olds in order to make the league possible. Next year we hope to have enough in each league to make two separate ones. Practices started July 23rd and the first game is August 6th. The season is scheduled to go through September 17th with an end of the year tournament the following week.

Fall Baseball & Softball registration ended this month and we had an enormous turn-out! We nearly doubled the amount of people participating in Fall Ball this year. This was a direct result of us offering team sign-ups for Fall Softball. We have 15 teams for Fall Softball and 15 teams for Fall Baseball. There are 176 participants in Fall Baseball and approximately 178 in Fall Softball. Last year there were around 177 participants in Fall Ball total, and softball did not make. This year we have approximately 354. Practices for Fall Baseball & Softball start August 6th and games take place the day after Labor Day, September 4th. We are very excited about the turnout for this league.

Adult Fall Softball registration continued this month. Registration ends August 9th. A Co-ed and Men's Open league are being offered. The Men's Open league will be doubleheader games on Tuesday and Thursday and the co-ed league will be double header games on Monday and Saturday. Co-ed is \$400/ a team and Men's Open is \$450.

The second Movie in the City was this month. We showed "Puss in Boots" on July 20th. The last Movie in the City is scheduled for Saturday, August 11th. We will be showing "The Muppets." Long Hollow Church is the sponsor of this event. The movie license and screen rental costs approximately \$1,300 so this is no small sponsorship.

We hosted the NFL Punt, Pass, & Kick event this month. We ended up having 46 participants, and White House Jr. Pro Football supplied a lot of volunteers to help make it a success.

Senior Basketball sign-ups are ongoing through August 23rd. This is a first-time offering. We are offering a Men's League and a Co-ed league. We are taking team and individual sign-ups and there will be a 40-55 league and a 56 & up league offered as well. It will be half court 4-on-4. Registration ends August 23rd. The registration fee is \$30 for city residents and \$42 for non-residents, and team sign-ups are \$200.

Parks Maintenance

We have just had our reel mower serviced at STI in Nashville. The bed knives had to be replaced and the reels were ground to the proper specs. It has made a huge difference in cut quality. We use this mower to cut bermudagrass fields. We also had them to adjust the height of cut down from 1.25" to 1" which "tightens" the turf by encouraging the grass stolons to grow horizontally.

The soccer complex fields were sprayed for weeds at the end of the month. The next week fertilizer was applied to them in preparation for the upcoming fall soccer season. Select teams have already started practicing.

The doors and windows at the Field 5/6 concession stand were painted.

Next month the Jr. Pro Concession Stand will receive gutters and downspouts to help with some drainage issues at this location.

Parks, Recreation, & Cultural Arts Department
July 2012

Update on Department Goals and Objectives

The Director has met 2 times with an architect to begin discussions on how to build the new bathrooms at the Municipal Park. This is an exciting project and it is needed desperately.

Department Highlight

The 7-8 yr. old Dixie Youth AA State Tournament was held in White House July 12th-16th. The best sixteen (16) teams from across the state were here to compete in this tournament. This event was a big revenue producer for the City in terms of tax dollars. Many compliments were received about the facility and the level of care for the fields during the tournament. The winner of the tournament was Madison Central American from the Jackson, TN area. This team went through the tournament undefeated. Madison Central, Summertown, and Kingston moved on from our tournament to the 2012 AA Regional Tournament on July 28th in Powhatan, Va. which is the final stop...equivalent to the World Series for 7-8 yr olds.

Department Cost Savings Report

Nothing significant

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

						Current Year	
	FY 2007-2008	FY 2008-2009	FY 2009-2010	FY 2010-11	FY 2011-12	July	YTD FY 2012-13
Maintenance							
Mowing Hours	1,044	1,853	1,469	1,486	1,346	195	195
Pounds of Grass Seed Sown	3,670	5,130	1,895	3,140	2,275	0	0
Pounds of Fertilizer Applied	6,150	9,200	4,590	8,150	2,540	600	600
Number of Trees/Shrubs Planted	57	259	11	20	39	0	0

Recreation							
Number of Youth Program Participants	377	353	336	354	448	0	0
Number of Adult Program Participants	857	2,309	1,343	2,353	2,471	150	150
Number of Theatre Production Attendees	102	0	0	0	0	0	0
Number of Special Event Attendees	2,865	2,989	2,505	3,484	3,970	143	143
Total Number of Special Events Offered	8	11	17	19	17	2	2
Total Number of Programs Offered	23	46	38	68	78	9	9
Youth Program Revenue	\$22,095.25	\$25,414.98	\$27,728.00	\$29,068.00	\$29,702.00	\$20,956.50	\$20,956.50
Adult Program Revenue	\$15,246.25	\$19,337.35	\$9,368.25	\$14,899.65	\$19,216.05	\$1,369.00	\$1,369.00
Theatre Production Revenue	\$485.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Event Revenue	\$6,476.00	\$4,993.25	\$4,530.00	\$8,010.00	\$7,355.00	\$1,255.00	\$1,255.00

Administration							
Number of Shelter Reservations	112	139	153	116	112	11	\$11.00
Hours of Shelter Reservations							\$0.00
Shelter Reservation Revenue	\$3,732.00	\$4,183.00	\$4,083.00	\$3,415.00	\$ 3,396.00	\$210.00	\$210.00
Number of Facilities Reservations	305	256	105	63	136	18	\$18.00
Hours of Facility Reservations							\$0.00
Facility Reservation Revenue	\$28,514.05	\$20,813.71	\$6,345.82	\$6,475.63	\$ 16,224.25	\$1,796.88	\$1,796.88
Misc. Revenue	\$39,729.53	\$115,858.99	\$52,032.78	\$60,991.46	\$ 56,423.35	\$557.10	\$557.10

Senior Center							
Senior Center Participants	3,993	2,326	2,399	2,860	3,269	155	155
Number of Trip Participants	366	293	316	473	387	12	12
Number of Meals Participants	3,430	3,555	3,848	2,912	3,315	166	166
Number of Program Participants		1,407	587	632	4,486	212	212
Number of Trips Offered	43	31	31	42	31	1	1
Number of Meals Served	48	48	50	46	49	3	3
Number of Programs Offered	5	45	54	50	90	4	4

White House Inn Library and Museum
July 2012

Summary of July Activities

- We had the last four summer reading programs in July. The last two toddler groups had a great time singing, playing and doing a few simple crafts. The Nashville Zoo came on the 11th for the older group of children. They brought some night time animals, as our Summer theme was “**DREAM BIG –READ**”. These animals included a frog, an owl, a Flemish giant bunny, and a skunk. The children enjoyed the information on the animals, and getting to pet a few of them, too.
- The last program was held in the big shelter in the park. We had face painting, bean bag throws, and water balloon toss. We ate hot dogs, chips and cookies. Certificates and prizes were given away, and every child was allowed to pick out a book of their choice for joining the Summer Reading Program.
- We have been getting the library back in order for the school year ahead. We are also getting ready to have our bi-annual book sale through the Friends of the Library on August 20th. Some of the books we will sell are old library books of ours, but most are donated from the public. The Friends group uses some of their money to purchase books and other items we may need.

Departmental Highlight

I would have to say the Picnic in the Park was the highlight. The children really love throwing those balloons to get each other, (and the staff) soaking wet. It is always a good ending to the program.

Cost Saver

The Friends of the Library paid for the Nashville Zoo visit through a grant from WalMart. They also provided the books for each child. Al’s Foodtown donated the hot dogs, buns and cookies for the picnic. We are blessed to have such good community friends.

Performance Measures

Official Service Area Population:	13,257	<i>Program</i>	<i>Sessions</i>	<i>Attendance</i>
Memberships:	10,354	Toddler	2	62
Percent of the Pop with Membership:	79%	Ages 5 and above	2	199
Total Materials Available:	25,581	Teen	0	0
Estimated Value of Total Materials:	\$639,525	Adult	1	5
Last Month:	\$634,775	Total	5	266
Total Materials Available Per Capita:	1.93	<i>Wireless Internet Users:</i>		95
Last Month:	1.93	<i>Computer Internet Users:</i>		536
State Minimum Standard:	2.00	<i>Volunteers:</i>		9
<i>Materials Added: Total</i>	95	<i>Total Hours:</i>		156
Adult Fiction:	35	<i>Interlibrary Loan Service</i>		
Adult Non-Fiction:	7	Items Borrowed:		50
Child/Juvenile/Young Adult Fiction:	27	Items Loaned:		15
Juvenile/Young Adult Non-Fiction:	1	<i>R.E.A.D.S. 1st Qtr. Statistics</i>		
Audiobooks:	3	eBooks Downloaded:		
Movies:	22	Audiobooks Downloaded:		
Music CDs:	0	<i>R.E.A.D.S. 2nd Qtr. Statistics</i>		
<i>Library Circulation</i>		eBooks Downloaded:		
Total # of Check-outs:	5,111	Audiobooks Downloaded:		
Last Month:	4,640	<i>R.E.A.D.S. 3rd Qtr. Statistics</i>		
Items per Patron:	5.01	eBooks Downloaded:		
<i>New Memberships: Total</i>	61	Audiobooks Downloaded: 580		
Adult:	36	<i>R.E.A.D.S. 4th Qtr. Statistics</i>		
Senior Adult:	2	eBooks Downloaded:		
Child:	1	Audiobooks Downloaded:		
Student:	18			
Young Adult:	4			

**CITY COURT REPORT
JULY 2012**

CITATIONS

TOTAL MONIES COLLECTED FOR THE MONTH \$12,772.00

TOTAL MONIES COLLECTED YTD \$12,772.00

STATE FINES

TOTAL MONIES COLLECTED FOR MONTH \$1,838.66

TOTAL MONIES COLLECTED YTD \$1,838.66

TOTAL REVENUE FOR MONTH \$14,610.66

TOTAL REVENUE YTD \$14,610.66

DISBURSEMENTS

LITIGATION TAX \$802.98

DOS/DOH FINES & FEES \$565.25

DOS TITLE & REGISTRATION \$0.00

RESTITUTION/REFUNDS \$0.00

WORTHLESS CHECKS \$55.00

TOTAL DISBURSEMENTS FOR MONTH \$1,423.23

TOTAL DISBURSEMENTS YTD \$1,423.23

ADJUSTED REVENUE FOR MONTH \$13,187.43

TOTAL ADJUSTED REVENUE YTD \$13,187.43

DRUG FUND

DONATION TO DRUG FUND FOR MONTH \$1,548.50

DRUG FUND DONATIONS YTD \$1,548.50

CITY COURT CLERK



August 8, 2012

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Charlotte Soporowski, Finance Director
Re: Availability of Summary Financial Statement

The Summary Financial Statement included in the packet is typically a draft of the month most recently ended. However, our software does not allow us to print any summary reports for the current fiscal year, until the previous year is closed. We have instead included an updated report for last fiscal year. We are currently in the process of closing the fiscal year, and when all accrual entries have been prepared we will close the year and move forward. Please let me know if you have any questions.

Summary Financial Statement
JUNE 30, 2012

Fiscal Year Time Lapse: 100.00

110 GENERAL FUND

DRAFT

-----Year-To-Date-----JUNE-----

Account	Description	Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
31110	REAL & PERSONAL PROPERTY TAX (CURRENT)	1,760,069.00	1,691,742.17-	96.1	146,672.42	1,900.00-	1.3
31120	PUBLIC UTILITIES PROPERTY TAX (CURRENT)	60,000.00	67,034.00-	111.7	5,000.00	0.00	0.0
31211	PROPERTY TAX DELINQUENT 1ST YEAR	53,000.00	64,626.05-	121.9	4,416.67	127.00-	2.9
31212	PROPERTY TAX DELINQUENT 2ND YEAR	15,000.00	37,650.00-	251.0	1,250.00	11,074.00-	885.9
31213	PROPERTY TAX DELINQUENT 3RD YEAR	7,000.00	16,847.00-	240.7	583.33	166.00-	28.5
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	4,220.00-	60.3	583.33	292.00-	50.1
31300	INT, PENALTY, AND COURT COST ON PROP TAX	31,000.00	69,276.61-	223.5	2,583.33	4,363.64-	168.9
31513	PAYMENT IN LIEU OF TAX -SEWER UTILITIES	88,757.00	91,341.96-	102.9	7,396.42	7,611.83-	102.9
31610	LOCAL SALES TAX - CO. TRUSTEE	2,016,000.00	2,050,715.28-	101.7	168,000.00	167,284.35-	99.6
31709	BEER AND LIQUOR LOCAL PRIV TAX	4,500.00	4,700.00-	104.4	375.00	1,250.00-	333.3
31710	WHOLESALE BEER TAX	217,000.00	258,944.99-	119.3	18,083.33	27,954.73-	154.6
31800	BUSINESS TAXES	104,000.00	146,758.08-	141.1	8,666.67	66,870.55-	771.6
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	106,069.88-	115.3	7,666.67	0.00	0.0
31960	SPECIAL ASSESSMENT - LIENS	800.00	4,086.55-	510.8	66.67	0.00	0.0
31980	MIXED DRINK TAXES	6,000.00	9,969.54-	166.2	500.00	927.50-	185.5
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	0.00	0.0
32610	BUILDING PERMITS	20,000.00	24,271.50-	121.4	1,666.67	946.00-	56.8
32690	OTHER PERMITS	50.00	50.00-	100.0	4.17	0.00	0.0
32710	SIGN PERMITS	1,350.00	800.00-	59.3	112.50	0.00	0.0
33100	FEDERAL GRANTS	693,490.00	59,587.40-	8.6	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	35,717.00	144,505.96-	404.6	2,976.42	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	118,481.92-	104.4	9,460.25	29,620.48-	313.1
33400	STATE GRANTS	659,311.00	557.04-	0.1	54,942.58	0.00	0.0
33410	STATE LAW ENFORCEMENT EDUCATION GRANT	22,450.00	20,400.00-	90.9	1,870.83	0.00	0.0
33450	LOCAL GRANT-ROB.CO. SRO	35,855.00	35,855.00-	100.0	2,987.92	0.00	0.0
33460	STATE GRANT-LIBRARY TECHNOLOGY	0.00	575.00-	0.0	0.00	0.00	0.0
33510	STATE SALES TAX	662,986.00	689,435.59-	104.0	55,248.83	57,182.06-	103.5
33520	STATE INCOME TAX	37,064.00	11,394.52-	30.7	3,088.67	46.59-	1.5
33530	STATE BEER TAX	5,230.00	5,033.98-	96.3	435.83	0.00	0.0
33553	STATE GASOLINE INSPECTION FEE	21,023.00	21,065.89-	100.2	1,751.92	1,754.25-	100.1
33593	CORPORATE EXCISE TAX	11,546.00	15,253.14-	132.1	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	2,665.00-	70.1	316.67	75.00-	23.7
34740	PARKS AND REC LEAGUE FEES	48,000.00	62,932.95-	131.1	4,000.00	7,042.90-	176.1
34741	FIELD MAINTENANCE FEES	7,375.00	7,952.54-	107.8	614.58	193.77-	31.5
34760	LIBRARY FINES, FEES, AND OTHER CHARGES	7,000.00	8,595.29-	122.8	583.33	844.68-	144.8
34793	COMMUNITY CENTER FEES	12,000.00	19,510.25-	162.6	1,000.00	2,143.25-	214.3
34900	OTHER CHARGES FOR SERVICES	10,000.00	9,295.00-	93.0	833.33	688.00-	82.6
35110	CITY COURT FINES AND COSTS	149,000.00	162,381.18-	109.0	12,416.67	10,586.56-	85.3

Summary Financial Statement
JUNE 30, 2012

Fiscal Year Time Lapse: 100.00

110 GENERAL FUND

Account	Description	Year-To-Date		JUNE		Percent Of Budget	Actual Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual		
REVENUES							
35130	IMPOUNDMENT CHARGES	350.00	1,150.00	29.17	0.00	328.6	0.00
36000	OTHER REVENUES	27,000.00	17,763.40	2,250.00	2,919.25	65.8	129.7
36100	INTEREST EARNINGS	7,000.00	5,217.29	583.33	434.50	74.5	74.5
36210	RENT	15,500.00	20,751.19	1,291.67	737.92	133.9	57.1
36330	SALE OF EQUIPMENT	0.00	14,269.22	0.00	0.00	0.0	0.0
36350	INSURANCE RECOVERIES	3,983.00	26,764.62	331.92	0.00	672.0	0.0
36420	STADIUM RECEIPTS	7,200.00	4,976.00	600.00	0.00	69.1	0.0
36430	TAX REFUNDS (OVERPAYMENTS)	0.00	10.19	0.00	0.10	0.0	0.0
36450	PARKS CONCESSIONS	6,700.00	8,968.02	558.33	65.40	133.9	11.7
36700	CONTRI AND DONATION FROM PRIVATE SOURCES	0.00	7,834.31	0.00	1,449.94	0.0	0.0
36960	OPERATING TRANSFER IN FROM OTHER FUNDS	130,000.00	0.00	10,833.33	0.00	0.0	0.0
Total REVENUES		8,063,457.00	6,430,299.08	671,954.76	406,552.25	79.7	60.5
EXPENDITURES							
41000	GENERAL GOVERNMENT	315,607.00	296,868.00	26,300.58	17,039.82	94.1	64.8
41210	CITY COURT	79,727.00	75,976.86	6,643.90	5,544.05	95.3	83.4
41500	FINANCIAL ADMINISTRATION	364,798.00	351,321.00	30,399.84	42,380.05	96.3	139.4
41650	HUMAN RESOURCES	117,130.00	113,351.82	9,760.83	13,197.29	96.8	135.2
41670	ENGINEERING	1,178,911.00	520,964.62	98,242.57	7,236.10	44.2	7.4
41700	PLANNING AND ZONING	261,507.00	247,432.09	21,792.25	17,628.52	94.6	80.9
41800	GENERAL GOVERNMENT BUILDINGS	138,412.00	110,022.86	11,534.34	3,097.04	79.5	26.9
41921	SPECIAL EVENTS	4,000.00	1,693.72	333.33	0.00	42.3	0.0
42100	POLICE PATROL	920,462.00	848,788.42	76,705.16	58,383.30	92.2	76.1
42120	POLICE SUPPORT SERVICES	264,298.00	253,016.21	22,024.83	19,696.44	95.7	89.4
42150	POLICE ADMINISTRATION	186,361.00	174,145.85	15,530.09	11,119.49	93.4	71.6
42151	COMMUNICATIONS SERVICES	184,902.00	205,902.47	15,408.50	40,386.68	111.4	262.1
42200	FIRE PROTECTION AND CONTROL	1,691,308.00	1,078,244.89	140,942.35	62,780.68	63.8	44.5
42210	FIRE ADMINISTRATION AND INSPECTION	237,456.00	220,811.61	19,788.00	16,301.87	93.0	82.4
43000	PUBLIC WORKS	79,265.00	55,872.71	6,605.42	2,577.34	70.5	39.0
43100	HIGHWAYS AND STREETS	197,293.00	171,756.34	16,441.07	11,245.49	87.1	68.4
44310	SENIOR CITIZEN ACTIVITIES	34,665.00	27,158.43	2,888.74	2,113.09	78.3	73.1
44700	PARKS	255,274.00	233,326.74	21,272.79	15,355.14	91.4	72.2
44740	PARK MAINTENANCE	522,158.00	418,470.91	43,513.16	21,813.50	80.1	50.1
44800	LIBRARIES	182,707.00	169,398.93	15,225.56	12,814.55	92.7	84.2
44880	CHILDREN'S LIBRARY SERVICES	39,863.00	38,933.21	3,321.92	3,967.80	97.7	119.4
51000	MISC EXP	325,000.00	163,204.69	27,083.33	4,209.87	50.2	15.5
58802	ARRA GRANT #1 - FIBER OPTIC INSTALLATION	725,000.00	328,833.14	60,416.67	77,496.24	45.4	128.3
58803	ARRA GRANT #2 - CALISTA ROAD PROJECT	35,717.00	3,940.75	2,976.42	2,223.83	11.0	74.7
Total EXPENDITURES		8,341,821.00	6,109,436.27	695,151.65	290,723.76	73.2	41.8
Total GENERAL FUND		278,364.00	320,862.81	23,196.89	115,828.49	115.3	499.3

Summary Financial Statement
JUNE 30, 2012

Fiscal Year Time Lapse: 100.00

120 INDUSTRIAL DEVELOPMENT FUND

Account	Description	-----Year-To-Date-----		-----JUNE-----			
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
33800	LOCAL REVENUE ALLOCATIONS	43,000.00	39,126.04	91.0	3,583.33	13,655.80	381.1
36100	INTEREST EARNINGS	175.00	76.81	43.9	14.58	1.20	8.2
	Total REVENUES	43,175.00	39,202.85	90.8	3,597.91	13,657.00	379.6
EXPENDITURES							
48000	ECONOMIC OPPORTUNITY	54,500.00	47,859.69	87.8	4,541.67	0.00	0.0
	Total EXPENDITURES	54,500.00	47,859.69	87.8	4,541.67	0.00	0.0
	Total INDUSTRIAL DEVELOPMENT FUND	11,325.00	8,656.84	76.4	943.76	13,657.00	1447.1

Summary Financial Statement
JUNE 30, 2012

Fiscal Year Time Lapse: 100.00

121 STATE STREET AID FUND

Account	Description	Year-To-Date		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual				
REVENUES							
33551	STATE GASOLINE AND MOTOR FUEL TAX	273,296.00	266,015.57-	97.3	22,774.67	23,180.14-	101.8
36100	INTEREST EARNINGS	200.00	25.89-	12.9	16.67	0.73-	4.4
	Total REVENUES	273,496.00	266,041.46-	97.3	22,791.34	23,180.87-	101.7
EXPENDITURES							
43100	HIGHWAYS AND STREETS	258,900.00-	249,168.25	96.2	21,575.01-	738.95-	3.4
	Total EXPENDITURES	258,900.00-	249,168.25	96.2	21,575.01-	738.95-	3.4
	Total STATE STREET AID FUND	14,596.00	16,873.21-	115.6	1,216.33	23,919.82-	1966.6

Summary Financial Statement
JUNE 30, 2012

Fiscal Year Time Lapse: 100.00

122 PARKS SALES TAX FUND

Account	Description	-----Year-To-Date-----		-----JUNE-----			
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
36100	INTEREST EARNINGS	1,200.00	372.62-	31.1	100.00	19.15-	19.2
36425	PARKS SALES TAX RECEIPTS	79,000.00	76,458.42-	96.8	6,583.33	7,171.72-	108.9
36700	CONTRI AND DONATION FROM PRIVATE SOURCES	20,000.00	20,520.00-	102.6	1,666.67	0.00	0.0
	Total REVENUES	100,200.00	97,351.04-	97.2	8,350.00	7,190.87-	86.1
EXPENDITURES							
49000	DEBT SERVICE	193,673.00-	192,936.92	99.6	16,139.42-	116,941.88	724.6
	Total EXPENDITURES	193,673.00-	192,936.92	99.6	16,139.42-	116,941.88	724.6
	Total PARKS SALES TAX FUND	93,473.00-	95,585.88	102.3	7,789.42-	109,751.01	1409.0

Summary Financial Statement
JUNE 30, 2012

Fiscal Year Time Lapse: 100.00

123 SOLID WASTE FUND

Account	Description	Year-To-Date		JUNE		Percent Of Budget	Actual Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual		
REVENUES							
34400	SANITATION - USER FEES	569,000.00	686,775.00	102.7	57,720.00	103.5	
36100	INTEREST EARNINGS	1,200.00	662.78	55.2	68.76	68.8	
36330	SALE OF EQUIPMENT	0.00	53,937.67	0.0	0.00	0.0	
36350	INSURANCE RECOVERIES	0.00	10,864.13	0.0	0.00	0.0	
37794	SALE OF MATERIALS	5,200.00	3,467.30	66.7	433.33	390.50	90.1
	Total REVENUES	675,400.00	755,706.88	111.9	56,283.33	58,179.26	103.4
EXPENDITURES							
43200	SANITATION	717,993.00	655,474.70	91.3	59,832.75	35,842.02	59.9
49000	DEBT SERVICE	104,850.00	104,879.43	100.0	8,737.51	99,900.00	1143.3
	Total EXPENDITURES	822,843.00	760,354.13	92.4	68,570.26	135,742.02	198.0
	Total SOLID WASTE FUND	147,443.00	4,647.25	3.2	12,286.93	77,562.76	631.3

Summary Financial Statement
JUNE 30, 2012

Fiscal Year Time Lapse: 100.00

124 IMPACT FEES

Account	Description	Year-To-Date		JUNE		Percent Of Budget	Actual Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual		
REVENUES							
33400	STATE GRANTS	298,000.00	0.00	24,833.33	0.00	0.0	0.0
36100	INTEREST EARNINGS	1,700.00	431.82-	141.67	28.67-	25.4	20.2
36421	ROADS IMPACT FEES	20,000.00	14,723.36-	1,666.67	38.10-	73.6	2.3
36422	PARKS IMPACT FEES	16,000.00	7,774.05-	1,333.33	39.60-	48.6	3.0
36423	POLICE IMPACT FEES	13,000.00	22,458.44-	1,083.33	28.20-	172.8	2.6
36424	FIRE IMPACT FEES	9,000.00	13,702.76-	750.00	18.60-	152.3	2.5
Total REVENUES		357,700.00	59,090.43-	29,808.33	153.17-	16.5	0.5
EXPENDITURES							
51010	ROADS IMPACT FEES	388,100.00-	12,042.80	32,341.67-	7,725.00	3.1	23.9
51020	PARKS IMPACT FEES	100.00-	0.00	8.33-	0.00	0.0	0.0
51030	POLICE IMPACT FEES	86,031.00-	86,031.37	7,169.24-	91,482.00	100.0	1276.0
51040	FIRE IMPACT FEES	40,595.00-	40,552.60	3,382.91-	38,997.50	99.9	1152.8
Total EXPENDITURES		514,826.00-	138,626.77	42,902.15-	138,204.50	26.9	322.1
Total IMPACT FEES		157,126.00-	79,536.34	13,093.82-	138,051.33	50.6	1054.3

Summary Financial Statement
JUNE 30, 2012

Fiscal Year Time Lapse: 100.00

140 POLICE DRUG FUND

Account	Description	Year-To-Date		JUNE		Percent Of Budget	Actual	Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual			
REVENUES								
31610	LOCAL SALES TAX - CO. TRUSTEE	1,200.00	1,700.00	141.7	100.00	50.00	50.00	50.0
35130	IMPOUNDMENT CHARGES	400.00	450.00	112.5	33.33	0.00	0.00	0.0
35140	DRUG RELATED FINES	15,500.00	12,265.16	79.1	1,291.67	693.61	693.61	53.7
36000	OTHER REVENUES	0.00	1,000.00	0.0	0.00	0.00	0.00	0.0
36100	INTEREST EARNINGS	100.00	98.65	98.7	8.33	5.84	5.84	70.1
	Total REVENUES	17,200.00	13,513.81	78.6	1,433.33	749.45	749.45	52.3
EXPENDITURES								
42129	DRUG INVESTIGATION AND CONTROL	9,450.00	8,870.82	93.9	787.51	472.70	472.70	60.0
	Total EXPENDITURES	9,450.00	8,870.82	93.9	787.51	472.70	472.70	60.0
	Total POLICE DRUG FUND	7,750.00	4,642.99	59.9	645.82	276.75	276.75	42.9

Summary Financial Statement
 JUNE 30, 2012

Fiscal Year Time Lapse: 100.00

200 DEBT SERVICE FUND (GENERAL)

Account	Description	Year-To-Date		Percent Of Budget	JUNE		Percent Of Avg
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
REVENUES							
31110	REAL & PERSONAL PROPERTY TAX (CURRENT)	550,000.00	534,234.37-	97.1	45,833.33	600.00-	1.3
36100	INTEREST EARNINGS	800.00	148.68-	18.6	66.67	9.82-	14.7
	Total REVENUES	550,800.00	534,383.05-	97.0	45,900.00	609.82-	1.3
EXPENDITURES							
49000	DEBT SERVICE	572,596.00-	559,913.90	97.8	47,716.34-	389,688.54	816.7
	Total EXPENDITURES	572,596.00-	559,913.90	97.8	47,716.34-	389,688.54	816.7
	Total DEBT SERVICE FUND (GENERAL)	21,796.00-	25,530.85	117.1	1,816.34-	389,078.72	1421.0

412 SEWER FUND

Account	Description	Year-To-Date		JUNE		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	1,350.00	50.00	150.00	300.0
36000	OTHER REVENUES	7,500.00	18,625.74	625.00	0.00	0.0
36100	INTEREST EARNINGS	4,000.00	2,436.00	333.33	124.72	37.4
36330	SALE OF EQUIPMENT	3,500.00	7,441.62	291.67	0.00	0.0
36920	SALE OF BONDS	7,095,017.00	309,226.00	591,251.42	0.00	0.0
37210	APPLICATION FEES & NONREFUNDABLE DEPOSIT	30,000.00	40,620.00	2,500.00	3,200.00	128.0
37220	ADMINISTRATIVE FEES	10,000.00	12,655.25	833.33	100.00	12.0
37230	SEWER USER FEES	2,543,000.00	2,518,263.64	211,916.67	209,699.58	99.0
37298	CAPACITY FEES	48,000.00	27,400.00	4,000.00	5,000.00	125.0
37995	CONNECTION FEES	4,800.00	2,400.00	400.00	300.00	75.0
Total REVENUES		9,965,348.00	2,940,418.25	830,445.67	218,574.30	26.3
EXPENDITURES						
49000	DEBT SERVICE	762,506.00	679,118.72	63,542.18	115,145.29	181.2
52117	ADMINISTRATION AND GENERAL EXPENSES	839,421.00	468,190.43	69,951.76	14,316.06	20.5
52210	COLLECTION	7,051,823.00	898,954.60	587,651.92	16,286.09	2.8
52213	SEWER TREATMENT AND DISPOSAL	516,236.00	227,709.03	43,019.58	630.48	1.5
52223	DEPRECIATION	586,796.00	618,699.96	48,899.67	51,558.33	105.4
58801	ARRA ASSISTANCE - COPEL CROSSING PROJECT	319,817.00	267,222.33	26,651.42	0.00	0.0
58804	ARRA ASSISTANCE - SEWER REHAB PROJECT	969,000.00	364,562.92	80,750.00	154,350.11	191.1
Total EXPENDITURES		11,045,599.00	3,524,457.99	920,466.63	17,618.16	1.9
Total SEWER FUND		1,080,251.00	584,039.74	90,020.96	236,192.46	262.4

Summary Financial Statement
JUNE 30, 2012

Fiscal Year Time Lapse: 100.00

416 HEALTHCARE FUND

Account	Description	Year-To-Date		JUNE		Percent Of Budget	Actual Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual		
REVENUES							
36000	OTHER REVENUES	0.00	2,654.53-	0.00	0.00	0.0	0.0
36100	INTEREST EARNINGS	500.00	346.76-	69.4	41.67	26.47-	63.5
36350	INSURANCE RECOVERIES	308,391.00	490,886.61-	159.2	25,699.25	0.00	0.0
36960	OPERATING TRANSFER IN FROM OTHER FUNDS	1,014,082.00	746,272.23-	73.6	84,506.83	0.00	0.0
	Total REVENUES	1,322,973.00	1,240,160.13-	93.7	110,247.75	26.47-	0.0
EXPENDITURES							
51520	INSURANCE EMPLOYERS SHARE	1,318,260.00-	1,058,025.04	80.3	109,855.00-	7,773.01	7.1
	Total EXPENDITURES	1,318,260.00-	1,058,025.04	80.3	109,855.00-	7,773.01	7.1
	Total HEALTHCARE FUND	4,713.00	182,135.09-	3864.5	392.75	7,746.54	1972.4

Summary Financial Statement
JUNE 30, 2012

Fiscal Year Time Lapse: 100.00

433 HILLCREST CITY CEMETERY

Account	Description	Year-To-Date		JUNE		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual Of Avg
REVENUES						
34110	GENERAL SERVICES	2,028.00	3,222.00	158.9	169.00	414.00
34321	CEMETERY BURIAL CHARGES	300.00	300.00	100.0	25.00	0.00
34323	GRAVE - OPENING AND CLOSING FEES	15,450.00	14,650.00	94.8	1,287.50	2,200.00
36100	INTEREST EARNINGS	380.00	286.28	75.3	31.67	20.20
36340	SALE OF CEMETERY LOTS	12,000.00	20,250.00	168.8	1,000.00	1,500.00
	Total REVENUES	30,158.00	38,708.28	128.4	2,513.17	4,134.20
EXPENDITURES						
43400	CEMETERIES	20,043.00	14,292.87	71.3	1,670.25	441.88
	Total EXPENDITURES	20,043.00	14,292.87	71.3	1,670.25	441.88
	Total HILLCREST CITY CEMETERY	10,115.00	24,415.41	241.4	842.92	3,692.32

G/L Month: 06 JUNE
Beginning Fund: 110 Beginning Function: ZZZZZ
Ending Fund: 433 Ending Function: ZZZZZ

* End of Report: CITY OF WHITE HOUSE *

RESOLUTIONS....

ORDINANCES....

July 11, 2012

M E M O R A N D U M

To: Board of Mayor and Aldermen

CC: Gerald Herman, City Administrator

From: Addam McCormick, Planning and Codes Director

Re: Hwy 31W Rezoning

The White House Planning Commission at the June 11, 2012 meeting recommended approving the rezoning request. The Planning Commission discussed that the Comprehensive Plan designation for the property is listed as a Hwy 31W Mixed Use Commercial Activity Node. The Planning Commission discussed approving the request without amending the Comprehensive Plan since that the best future use of the property would be a commercial or high density residential use. The Planning Commission discussed that the property currently has limited commercial potential due to the location of the property and number of other vacant commercial properties in the area. The Planning Commission determined that rezoning the property back to R-20, Low Density Residential would permit a practical use of the property until the future commercial potential use of the property increases.

The property was originally zoned from low density residential to C-4, Office Professional in August 1999. The property was rezoned and improved for an office use. The property has been vacant for over two years. City staff recently discovered that the property was being used as a residential use. Staff completed inspections of the property to ensure that the minimum residential life safety requirements were met. Staff gave the owner the option to vacate the building or request rezoning with the understanding that if the rezoning request is denied the residents will be required to leave. The non-conforming residential status stopped when the property was rezoned to commercial. If the property had never been used as commercial use then the non-conforming residential use would be a protected use with certain time limitations.

ORDINANCE 12-09

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE ZONING MAP FOR THE PROPERTY REFERENCED AS SUMNER COUNTY TAX MAP 97 PARCEL 9.00 FROM C-4, OFFICE/PROFESSIONAL SERVICE DISTRICT TO R-20, LOW DENSITY RESIDENTIAL.

WHEREAS, application has been received from the property owner to rezone the 5.84 acre property referenced as Sumner County Tax Map 97, Parcels 9.00 at 2724 Hwy 31W from C-4, Office/Professional Service District to R-20, Low Density Residential. The property owner is requesting the rezoning to use an existing residential use converted to a commercial use back to a residential use.

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

PROPERTY:

Sumner County Tax Map 97, Parcel 9.00 – 5.84 Acres - 2724 Hwy 31W.

BE IT FURTHER ORDAINED that these rezoning were approved by the Planning Commission at the June 11, 2012 Meeting.

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

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

First Reading: July 19, 2012

Second Reading: August 16, 2012

Michael Arnold, Mayor

ATTEST:

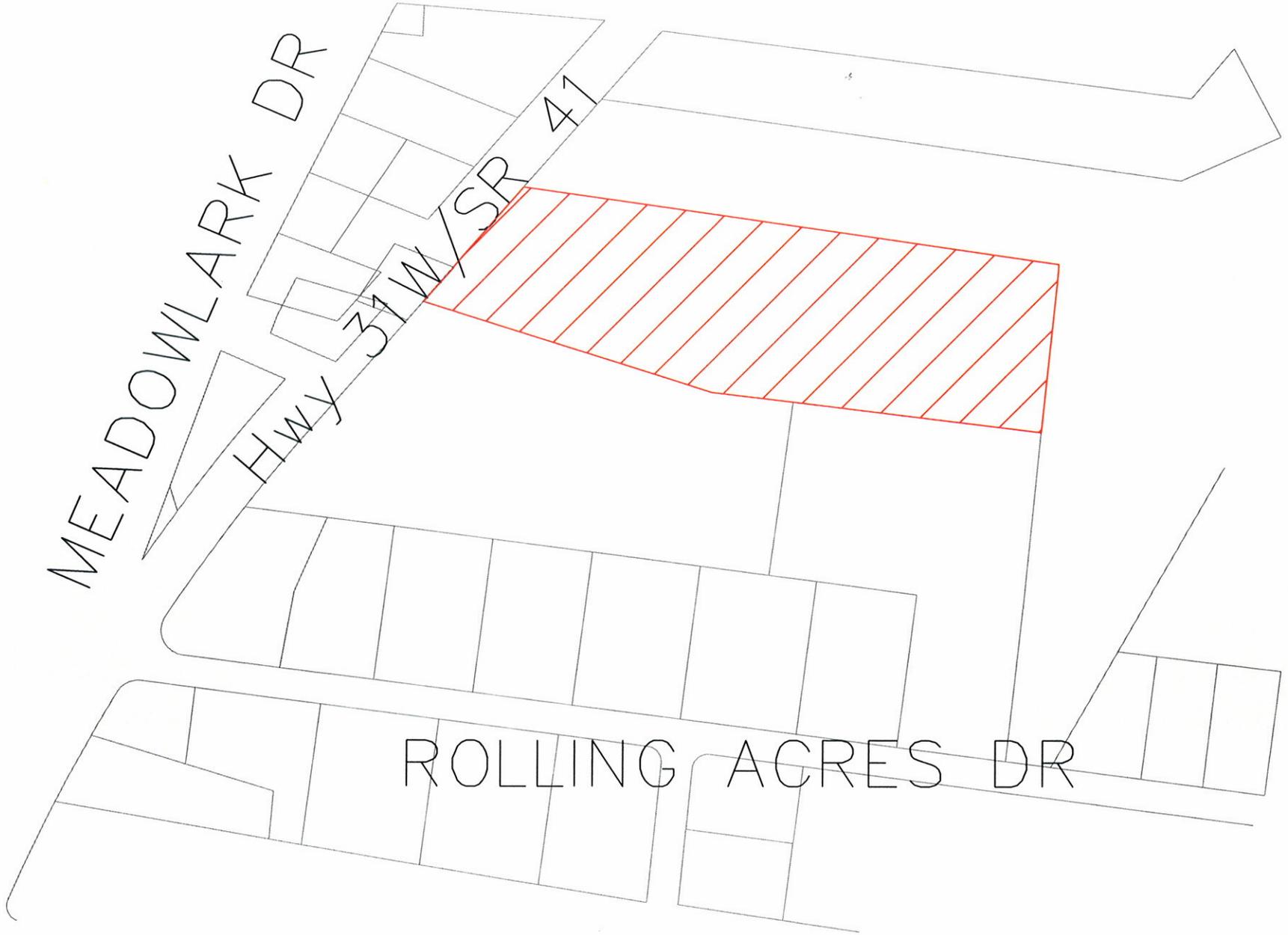
Amanda Priest, City Recorder

City's
Soccer
Complex

MEADOWLARK DR

Hwy 37W/SR 47

ROLLING ACRES DR



July 11, 2012

M E M O R A N D U M

To: Board of Mayor and Aldermen

CC: Gerald Herman, City Administrator

From: Addam McCormick, Planning and Codes Director

Re: Zoning Ordinance Amendment: Secondary Residential Living Quarters

The White House Regional Planning Commission at the June 11, 2012 meeting recommended approval of the proposed amendments to the zoning ordinance to expand upon the current ordinance which permits one two-unit duplex to also permit one secondary residential detached dwelling unit on the property. The zoning ordinance amendment would still only allow two units on the property either with a duplex or secondary residential detached dwelling unit. In the R-20, Low Density Residential Zoning District, a property owner must have a property of one acre or double the minimum lot size required for a single family dwelling unit in the R-20 district. In the R-20, District the Board of Zoning Appeals is required to review the request. In the R-15, Medium Density Residential Zoning District a property owner must have a property of 30,000 sq ft or the double the minimum lot size required for a single family dwelling unit in the R-15 district. In the R-15 district the use would be permitted without review by the Board of Zoning Appeals to be consistent with the existing ordinance.

ORDINANCE NO. 12-10

AN ORDINANCE AMENDING THE CITY OF WHITE HOUSE, TENNESSEE MUNICIPAL ZONING ORDINANCE BY AMENDING ARTICLE III, GENERAL PROVISIONS, ARTICLE IV SUPPLEMENTARY PROVISIONS APPLYING TO SPECIFIC DISTRICTS, AND ARTICLE V ZONING DISTRICTS TO PERMIT SECONDARY SINGLE FAMILY RESIDENTIAL DWELLINGS UNITS

WHEREAS, the City of White House, Tennessee desires regulating development of building and structures within the corporate limits of White House, Tennessee by limiting the number of dwelling units and the minimum land area required for a dwelling unit, and the area and heights of buildings on a residential zoned property to permit either one two unit duplex dwelling unit or two detached single family residential dwellings units on a residential zoned properties without land area to permit a second residential dwelling unit.

WHEREAS, the White House Municipal Planning Commission at the June 11, 2012 Meeting duly recommended to the Board of Mayor and Aldermen that the Official Zoning Ordinance of the City of White House, Tennessee, be amended as hereinafter described; and

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

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

Proposed Changes in Bold Italics / Deletions in ~~Double Strikethrough~~

Amendment#1

Article **III** **General Provisions**
Section **3.020** **Only One (1) Principal Building on Any Lot**

3.020 **Only One (1) Principal Building on Any Lot**

In agricultural and residential districts, only one principal building and its customary accessory buildings may here after be erected on any lot. This provision does not prohibit Planned Unit Development complexes as permitted under Article V, Section 5.056, of this ordinance, multifamily dwelling complexes, *duplex, accessory residential, and secondary detached single family residential dwelling units*, or mobile home parks.

Amendment#2

Article **IV** **Supplementary Provisions Applying to Specific Districts**
Section: **4.121** **Secondary Single Family Residential Dwelling Units**

4.121 **Secondary Single Family Residential Dwelling Units**

A secondary residential family living dwelling unit detached from the primary single family residential dwelling unit, which provides complete living facilities including both bathroom and kitchen facilities on the same property as the primary single family dwelling unit. The following items are standards that shall apply to all secondary residential family dwelling units:

- 1. No more than one secondary residential dwelling unit shall be permitted in conjunction with the primary single-family dwelling unit.*
- 2. The secondary unit shall be owned by same person(s) as the primary dwelling unit.*
- 3. The maximum size of all accessory buildings including the secondary unit shall be limited to the requirements of the zoning ordinance. The minimum dimensions of the secondary unit shall be determined by the adopted building code. The building setbacks shall be the same as the primary building setbacks of the zoning district.*

4. *The total area of the primary and secondary residential dwelling units and all accessory buildings shall not exceed the maximum lot coverage requirements of the zoning district.*
5. *The property shall contain adequate off-street parking for both the primary and secondary residential family dwelling units.*
6. *The secondary residential dwelling unit shall be designed to be an accessory of the primary structure and shall be smaller in area and shall not exceed the height of the primary unit. The secondary dwelling unit shall be within the same general area of the property as the primary dwelling to ensure the typical appearance of an accessory building to the adjoining residential properties. The secondary unit shall not be located in front of the primary unit on the property.*

Applicants requesting a special exception shall submit a written request and plans of the property and building to the Board of Zoning Appeals. The plans shall include enough detail to certify that the requirements listed above will be met.

Amendment#3

Article **V** **Zoning Districts**
 Section: **5.052.2** **R-20, Low Density Residential Districts**
 Item: **C.** **Uses Permitted as Special Exceptions**
 Part: **7 and 11** **Duplexes and Secondary Detached Single Family Residential Dwelling Units.**

7. Duplexes on lots over one acre with no future subdivision of said lot. ~~See Development Standards for Attached Dwellings, Section 5.056.1, I, (9).~~

11. Secondary detached single family residential dwelling units on lots over one acre meeting the requirements of Section 4.121.

Amendment#4

Article **V** **Zoning Districts**
 Section: **5.052.3** **R-15, Medium Density Residential Districts**
 Item: **B.** **Uses Permitted**
 Part: **2 and 6** **Duplexes and Secondary Detached Single Family Residential Dwelling Units.**

2. Duplexes on lots over one acre with no future subdivision of said lot. ~~See Development Standards for Attached Dwellings, Section 5.056.1, I, (9).~~

6. Secondary detached single family residential dwelling units on lots over one acre meeting the requirements of Section 4.121.

BE IT FURTHER ORDAINED this ordinance shall become effective upon its final reading and adoption by the Board of Mayor and Aldermen, and publication, the public welfare requiring it.

First Reading: July 19, 2012

Second Reading: August 16, 2012

 Mike Arnold, Mayor

ATTEST:

 Amanda Priest, City Recorder

July 11, 2012

M E M O R A N D U M

To: Board of Mayor and Aldermen

CC: Gerald Herman, City Administrator

From: Addam McCormick, Planning and Codes Director

Re: Zoning Ordinance Amendment: Residential Accessory Building Regulations

The White House Regional Planning Commission at the June 11, 2012 meeting recommended approval of the amendment to the zoning ordinance to allow the maximum size of accessory buildings to increase from 50% to 70% the size of the primary building (house). The proposed amendment also includes different building setback requirements for higher density developments and smaller lot subdivisions. The proposed amendment would also allow accessory buildings to be installed in either the rear or side yards of the property. Any accessory building proposed to be installed in the side yard would have to be constructed off the same minimum setbacks as the primary building. This provision would allow a detached accessory building to be treated the same as an addition in the side yard of the property.

ORDINANCE NO. 12-11

AN ORDINANCE AMENDING THE CITY OF WHITE HOUSE, TENNESSEE MUNICIPAL ZONING ORDINANCE BY AMENDING ARTICLE III, GENERAL PROVISIONS AND ARTICLE V ZONING DISTRICTS REGARDING RESIDENTIAL ACCESSORY BUILDINGS

WHEREAS, the City of White House, Tennessee desires regulating the development of buildings and structures within the corporate limits of White House, Tennessee by limiting the location and size of both primary and accessory buildings through minimum building setbacks, maximum building heights, and maximum area of all buildings including accessory buildings; and

WHEREAS, the White House Municipal Planning Commission at the June 11, 2012 Meeting duly recommended to the Board of Mayor and Aldermen that the Official Zoning Ordinance of the City of White House, Tennessee, be amended as hereinafter described; and

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

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

Amendments in Bold Italics/deletions ~~double strikethrough~~

Amendment#1

Article: **III GENERAL PROVISIONS**
Section: **3.100 Accessory Use Regulations**

- E. ~~Total accessory use in residential areas shall be limited to covering no more than one half (1/2) the size of the principal use on any lot.~~
Total accessory use in residential areas shall be limited to covering no more than seventy (70%) percent of the size of the principal use on any lot. The Board of Zoning Appeals may review a larger percentage depending on special conditions relating to the property, including but not limited to, the property and primary building size in relation to the minimum lot size and maximum lot coverage provisions of the zoning district.

- F. **Accessory buildings shall be located in the rear yard or side yard. Buildings located in the rear yard shall be ten (10) feet off the property lines for low and medium density zoned districts and five (5ft) feet off the property lines for high density, planned unit development districts, and alternative lot size developments in low and medium density zoning districts. Buildings located in the side yard shall be determined by the side yard setback requirements of the zoning district.**

Amendment#2

Article **V** **Zoning Districts**
Section **5.051** **A, Agricultural District**
Item: B. Uses Permitted
Part: **3. Customary Accessory Buildings**

- 3. Customary accessory buildings, including private garages and non-commercial workshops ~~provided they are located in the rear yard and not closer than ten (10) feet to any lot line.~~ **meeting the requirements of Section 3.100 Accessory Use Regulations.**

Amendment#3

Article **V** **Zoning Districts**
Section **5.052.1** **R-40, Large Lot Residential Districts**
Item: **B.** **Uses Permitted**
Part: **2.** **Customary Accessory Buildings**

2. Customary accessory buildings, including private garages and non-commercial workshops ~~provided they are located in the rear yard and not closer than ten (10) feet to any lot line.~~ **meeting the requirements of Section 3.100 Accessory Use Regulations.**

Amendment#4

Article **V** **Zoning Districts**
Section **5.052.2** **R-20, Low Density Residential Districts**
Item: **B.** **Uses Permitted**
Part: **2.** **Customary Accessory Buildings**

2. Customary accessory buildings, including private garages and non-commercial workshops ~~provided they are located in the rear yard and not closer than ten (10) feet to any lot line.~~ **meeting the requirements of Section 3.100 Accessory Use Regulations.**

Amendment#5

Article **V** **Zoning Districts**
Section **5.052.3** **R-15, Medium Density Residential Districts**
Item: **B.** **Uses Permitted**
Part: **3.** **Customary Accessory Buildings**

3. Customary accessory buildings, including private garages and non-commercial workshops ~~provided they are located in the rear yard and not closer than ten (10) feet to any lot line.~~ **meeting the requirements of Section 3.100 Accessory Use Regulations.**

Amendment#6

Article **V** **Zoning Districts**
Section **5.052.4** **R-10, High Density Residential Districts**
Item: **B.** **Uses Permitted**
Part: **4.** **Customary Accessory Buildings**

4. Customary accessory buildings, including private garages and non-commercial workshops ~~provided they are located in the rear yard and not closer than ten (10) feet to any lot line.~~ **meeting the requirements of Section 3.100 Accessory Use Regulations.**

Amendment#7

Article **V** **Zoning Districts**
Section **5.056** **Planned Unit Development Districts**
Sub-Section: **5.056.7** **Design and Development Standards**
Item: **A.** **Development Standards**
Part: **13.** **Customary Accessory Buildings**

13. Customary accessory buildings, including private garages and non-commercial workshops ~~provided they are located in the rear yard and not closer than ten (10) feet to any lot line.~~ **meeting the requirements of Section 3.100 Accessory Use Regulations.**

BE IT FURTHER ORDAINED this ordinance shall become effective upon its final reading and adoption by the Board of Mayor and Aldermen, and publication, the public welfare requiring it.

First Reading: July 19, 2012

Second Reading: August 16, 2012

Mike Arnold, Mayor

ATTEST:

Amanda Priest, City Recorder

FINANCE....

August 8, 2012

M E M O R A N D U M

To: Board of Mayor and Aldermen

CC: Gerald Herman, City Administrator

From: Addam McCormick, Planning & Codes Director

Re: 123 Calista Road Property Acquisition Grant-Contract Approval

The request is for the City to sign a contract for the project. The City received a grant from the Tennessee Emergency Management Agency under the Hazardous Mitigation Grant Program to acquire the localized flood prone 1.2 acre property at 123 Calista Road. The grant is for \$ 97,700 with the City responsible for 20% or \$ 24,425. The next step will be to have the property appraised and for the City to acquire the property. As part of the grant application process, the property owner signed a Statement of Voluntary Participation including a preliminary value of the property at \$ 80,700.

**GRANT CONTRACT**

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date 03/09/2012	End Date 03/08/2015	Agency Tracking # 34101-46412	Edison ID		
Contractor Legal Entity Name CITY OF WHITE HOUSE				Edison Vendor ID 2528	
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA # 97.039			
Service Caption (one line only) HAZARD MITIGATION GRANT PROGRAM FEMA ID #1909-0045, TID 0323					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012	12,212.50	73,275.00			85,487.50
TOTAL:	12,212.50	73,275.00			85,487.50
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - GG</i>		
Speed Chart (optional)		Account Code (optional) 71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
CITY OF WHITE HOUSE**

This Grant Contract, by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" and the City of White House, hereinafter referred to as the "Grantee," is for the provision of pass-through funding for the administration and completion of an approved Hazard Mitigation Plan project 1909-0045, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 2528

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. Grantee shall comply with all requirements set forth by the Federal Emergency Management Agency's Hazard Mitigation Assistance Unified Guidance, date June 1, 2010, and the scope of this contract shall be limited to pre-approved mitigation activities deriving from presidentially declared disaster FEMA-1909-DR-TN.
- A.3. The Grantee shall complete the project(s) in accordance with the application approved by FEMA as well as any additional requirements stated in the FEMA project approval letter, attached hereto as Attachment 2.
- A.4. The Grantee shall comply with the 44 Code of Federal Regulations (CFR), 13.32, 7, 17, 18, Subchapter(s) B, C, D, E, 31 CFR § 205.6, and Office of Management and Budget (OMB) Circular(s) A-102, A-87, and A-133.
- A.5. The Grantee shall comply with the National Environmental Policy Act (NEPA), (Public Law 91-190; 42 U.S.C. 4321 and 4331-4335) and related legislation as implemented under 44 CFR, Part 10.
- A.6. The Grantee shall comply with Executive Order 11988, Flood Plain Management, and Executive Order 11990, Protection of Wetlands, as implemented under 44 CFR, Part 9.
- A.7. The Grantee shall comply with the National Historic Preservation Act (Public Law 91-190; 42 U.S.C. 4321 and 4331-4335).

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning March 9, 2012, and ending on March 8, 2015. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed eighty-five thousand, four hundred eighty-seven dollars and 50/100 (\$85,487.50). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget

line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
 Hazard Mitigation Division
 3041 Sidco Drive
 Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of

service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amount(s) detailed.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall

not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee

shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall

display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury.

Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Ms. Judith Huff
 State Hazard Mitigation Officer
 3041 Sidco Drive
 Nashville, TN 37204
jhuff@tnema.org
 Telephone #: (615) 741-1345
 FAX #: (615) 242-4770

Ms. Donna E. Holden
 Hazard Mitigation Financial Coordinator
 3041 Sidco Drive
 Nashville, TN 37204
dholden@tnema.org
 Telephone #: (615) 532-9221
 FAX #: (615) 242-4770

The Grantee:

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

Alternate Point of Contact:

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

Telephone #: (615) 672-4350, ext. 2120
 FAX #: (615) 616-1050

amccormick@cityofwhitehouse.com
 Telephone #: (615) 672-4350
 FAX #: (615) 616-1050

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.5. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.7. Certification Regarding Drug-Free Workplace Requirements. This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment, (See 44 CFR Part 13, Subpart C 13.300 and Subpart D 13.400).

The grantee certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (E.7.a.);
 - d. Notifying the employee in the statement required by paragraph (E.7.a.) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the agency within ten days after receiving notice under subparagraph [E.7.d.(2)], from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph [E.7.d.(2)], with respect to any employee who is convicted.
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (E.7.a.), (E.7.b.), (E.7.c.), (E.7.d.), (E.7.e.), (E.7.f.), and (E.7.g.).
- E.8. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.10. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not

impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

- E.11. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
- c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CITY OF WHITE HOUSE:

GRANTEE SIGNATURE

DATE

MIKE ARNOLD, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

TERRY M. HASTON, MAJOR GENERAL, THE ADJUTANT GENERAL

DATE

*I Certify that this Entity Meets
Civil Rights Title VI Compliance*

Signature

Date

Reviewed by Department of Military Civil Rights Title VI Officer

ATTACHMENT 1

Page 1

GRANT BUDGET				
GRANTEE NAME: CITY OF WHITE HOUSE HAZARD MITIGATION GRANT PROGRAM FEMA ID #1909-0045, TID 0323				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 03/09/2012 END: 03/08/2015				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1.2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	85,487.50	12,212.50	97,700.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11.12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	85,487.50	12,212.50	97,700.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Appraisal	612.50
Acquisition	74,375.00
Closing Cost / Legal Fees	2,625.00
Demolition	7,875.00
TOTAL	85,487.50

U.S. Department of Homeland Security
FEMA Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341



FEMA

March 9, 2012

Mr. James Bassham, Director
Tennessee Emergency Management Agency
3041 Sidco Drive
Nashville, Tennessee 37204-1502

Attention: Ms. Judith Huff, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP) **Project DR-1909-0045**
City of Whitehouse Acquisition/Demolition – 123 Calista Road

Dear Mr. Bassham:

The project referenced above has been approved for a total cost of \$97,700 with a Federal share of \$73,275. The project non-federal share of \$24,425 will be equally shared by the City of Whitehouse and the State of Tennessee.

The following is the approved Statement of Work (SOW) for the above referenced project:

To acquire and demolish the substantially damaged residential property at 123 Calista Road in Whitehouse, TN 37188 resulting from repetitive flooding with storm water (28"-44") 3-4 times in 30 years. The flooding problem is due to the house's elevation in a 3.5 acre closed depression/sinkhole basin that collects storm water run-off for a 100+ acre drainage area. The 3.5 acre sinkhole basin holds water due to the limited drainage capacity. The proposed project will acquire the property and house, demolish the house, and use the property for a drainage reserve area to reduce damage onto adjacent properties within the closed depression/sinkhole basin.

The period of performance for this grant shall be from March 9, 2012 through March 8, 2015. All of the activities specified in the scope of work should be completed no later than this date. In accordance with HMGP rules and policy, we will require the submittal of all closeout documentation with 90 days, no later than June 6, 2015.

This project must adhere to all program guidelines established for the Hazard Mitigation Grant Program.

Please refer the subgrantee to the State HMGP Administrative Plan for project cost overrun regulations. If project costs exceed the amount originally funded and additional federal funds are needed, the subgrantee must contact the Governor's Authorized Representative (GAR).

The GAR will evaluate requests for cost overruns and submit to the Regional Administrator written documentation of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The State HMGP administrative plan defines the procedure whereby the GAR may advance portions of the approved Federal share to the subgrantee. Upon completion of the HMGP project, the subgrantee's closeout reimbursement for the final Federal share of eligible project costs must be submitted to the Regional Administrator for review and determination.

For close-out of this project, the Governor's Authorized Representative shall send a letter of request to close the project programmatically and financially. The letter will include the following: the date work on the project was fully completed, the date of the Grantee's final site inspection for the project, the final total project cost and Federal share, any cost underrun, a certification that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the required programmatic, environmental, and any other conditions were met (including attachment of any required documentation) and that the mitigation measure is in compliance with the provisions of the Agreement Articles and this approval letter. A copy of the Grantee's final site inspection report will be enclosed with the close-out request letter. This report will contain, at minimum, all the data fields required for final site inspection reports for our HMGP program. The Grantee will ensure that all documentation necessary to close the project in the Property Site Inventory is also provided in the close-out request letter. For property acquisition and relocation projects, signed and dated copies of the open space deed restrictions must be provided at close-out.

Quarterly progress reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports.

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP subgrantee SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process.

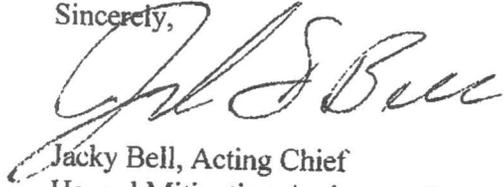
The State (grantee) must obtain prior approval from the Federal Emergency Management Agency (FEMA) before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- For construction projects, the grantee must "obtain prior written approval for any budget revision which would result in a need for additional funds" (44 CFR 13(c)).
- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The grantee must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the POP must be submitted to FEMA 60 days prior to the expiration date.

The obligation report is enclosed for your records. Management and environmental reports are available in NEMIS. The obligated funds are available for withdrawal from **Smartlink** on sub-account **1909DRTNP00000005**.

If you have any questions, please contact Catherine Strickland of my staff at (770) 220-5328.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jacky Bell".

Jacky Bell, Acting Chief
Hazard Mitigation Assistance Branch
FEMA Region IV

Enclosure

August 8, 2012

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Patrick Brady, Police Chief
Re: Purchase of Two (2) Patrol Vehicles

The White House Police Department is requesting the purchase of two 2013 Ford Police Pursuit Vehicles AWD from Country Ford for the price of \$24,138.92. Please see attached bid tabulation sheet.

Thank you for your attention to this matter. If there are any questions, please feel free to call me.

**City of White House
Patrol Vehicles**

	Hunt Ford	Country Ford
2012 OR 2013 POLICE PURSUIT VEHICLES	1000 South Main St	95 East Goodman Rd
OPENING: August 6, 2012	Franklin, KY 42134	Southaven, MS 38671
SPECIFICATIONS:	Unit Cost	Unit Cost
Base Bid for FWD	\$23,439.00	
Base Bid for AWD	\$24,439.00	
Base Bid FWD plus alternate		\$23,138.92
Base Bid AWD plus alternate		\$24,138.92
Delivery	60 days	60 days
Totals		
Totals with Alternate		

August 8, 2012

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Addam McCormick, Planning & Codes Director
Re: Geo-Jobe GIS Services Contract

The proposed project is to expand upon the City's current GIS program at the Waste Water Plant to initiate the steps of setting up a system at City Hall in the Planning/Codes Department. The first phase of the project includes updating the software, setting up the system including combing existing map information from a variety of sources, changing the format of existing digital map information, and providing staff training to operate the system.

The proposed contract is with the same firm used by the Wastewater Department.



Initial _____
GJ

Initial _____
CoWH



Addam McCormick
City of White House, TN
105 College St
White House, TN 37122

July 11, 2012

RE: City of White House – GIS Implementation

Dear Mr. McCormick:

GEO-Jobe® GIS Consulting (GEO-Jobe® GIS) is pleased to provide this proposal in response to the recent request from the City of White House. The estimate was prepared to meet your needs in a timely and economical manner in order to facilitate a productive, cost effective, and easy to use solution for your organization. GEO-Jobe® GIS is an Esri (the leader and industry standard in GIS) Silver Business Partner, Consultant, Developer, Reseller, Instructor, and the official Trimble MGIS Dealer for Tennessee. Our proposal consists of the following services and solutions:

Project Goal

GEO-Jobe® GIS's goal is to assist the City of White House with fully realizing the benefits of GIS technology. Through the use of enterprise GIS capabilities and Esri's ArcGIS system, the benefits of GIS can be delivered to nearly every city department on a variety of platforms. While we understand that all opportunities cannot be acted upon at once, the steps below will establish a GIS foundation for the city in which additional solutions can be added as various departments choose to leverage the technology moving forward. The steps outlined below are projected to take 4-6 months from project start to completion.

Geodatabase Creation: GEO-Jobe® GIS will gather, convert and create GIS data that will be used to form an authoritative GIS database (geodatabase) for the City of White House. This geodatabase will be the foundation for all GIS activities moving forward.

ArcGIS Online: GEO-Jobe® GIS will setup and configure a level 1 ArcGIS Online (AGOL) organizational account for the City of White House. This AGOL account will be the central web-based point of access for all GIS related content for the City of White House. Initially, this AGOL account will allow for 5 users (2,500 Credits) and will be focused on the Planning and Codes Department.

Planning Web Mapping Application: GEO-Jobe® GIS will implement a lightweight, planning focused GIS web mapping application that will allow for broad access to the authoritative GIS database that is created for the City of White House. This will be the first step in allowing traditional non-GIS users to start benefiting from the technology.

Training: GEO-Jobe® GIS will conduct onsite training to ensure that city officials have the knowledge necessary to use the various GIS solution that are put in place as part of this initial GIS program.



Geodatabase Creation

The starting point for using GIS technology is creating an authoritative geodatabase that contains all relevant geographic information to support your operations. As part of this project, GEO-Jobe® GIS will create an authoritative geodatabase that adheres to the industry standard Esri Local Government Information Model. The geodatabase will initially be an empty container that needs to be filled with existing data and newly collected data. The following outlines the various GIS data layers that will be populated within the City of White House geodatabase and the method in which they will be populated.

Existing Data

The following GIS data layers have been identified as already existing in a compatible Esri data format. Each data layer will either be loaded into the White House geodatabase or accessible from the GIS solutions that are put in place as part of this project.

1. Parcel Data
 - a. Source: Robertson and Sumner County Assessor of Property
2. 911 Data (Address points and street centerlines)
 - a. Source: Robertson and Sumner County Emergency Communications Dist.
3. Aerial Photos
 - a. Source: Esri, Microsoft Bing and Google
4. Water Features
 - a. Source: Tennessee Base Mapping Program (TNBMP)
5. Fire Hydrants
 - a. Source: White House Utility District

Converted Data

The following GIS data layers have been identified as already existing, but in a non-Esri format that will need to be converted. Each data layer will either be loaded into the City of White House geodatabase or accessible from the GIS solutions that are put in place as part of this project.

1. Growth Boundaries
2. City Wards
3. Zoning
4. City Limits

Collected Data

The following GIS data layers have been identified as not currently existing. Each data layer will either be collected by GEO-Jobe® GIS or a solution will be put in place for city officials to collect the data moving forward. Once collected, the data will be loaded into the City of White House geodatabase.

1. Public Properties
 - a. Generated from property assessment and parcel GIS data maintained in the Robertson and Sumner County Property Assessor's offices.
2. Contours
 - a. Generated from digital terrain model (DTM) data produced through the TNBMP.
 - b. DTM data was produced in 2001 for Sumner County and 2005 for Robertson County. Contour lines will reflect elevations as of these time frames.
 - c. Costs associated with producing contours are based on the assumption that the Assessor of Property in each county will provide the DTM data to the City of White House at no cost.



Note: Additional requested data layers (Tree Cover, Building Footprints, Sidewalks and Curbs) will be collected as part of a future planimetric data collection project that will produce complete and accurate GIS data for city uses moving forward.

Data Verification

As the various GIS data layers above are loaded into the master City of White House geodatabase, a stringent data verification process will be performed to compare the spatial accuracy of the new data. This process ensures the integrity of the GIS data that will be used extensively for decision making purposes within the city moving forward.

ArcGIS Online

As the use of GIS technology continues to expand, there are tremendous benefits that come from creating a centralized point of access for all GIS related maps and applications for your organization. Because new users of GIS technology will be on a variety of platforms (desktop, web browser, mobile device, etc.), it is essential that this central repository support access from multiple platforms. Esri is meeting this need with their new Software-as-a-Service product ArcGIS Online. ArcGIS Online is a cloud based content management system for GIS information that supports many users on many platforms. More information on ArcGIS Online can be found at www.arcgis.com.

As part of this project, GEO-Jobe® GIS will setup and configure a Level 1 ArcGIS Online (AGOL) account for the City of White House. A level 1 account allows for 5 users and 2,500 credits. This AGOL account will be the central repository for exposing broad access to the master City of White House geodatabase that is created as part of this project. The initial users and content created within the AGOL account will be focused on the Planning and Codes Department. However, as other city departments increase their use of GIS, this AGOL account can be expanded to accommodate more maps, applications and users.

Planning Web Mapping Application

With the authoritative City of White House geodatabase created and being exposed via AGOL, there needs to be a way for planning personnel to start leveraging this information. The use of Esri's ArcGIS for Server technology allows GEO-Jobe® GIS to implement a more user friendly and targeted GIS solution that can be used by employees via their Internet browser. This will be the initial GIS solution that allows for traditional non-GIS users to start benefiting from the technology. The planning web mapping application will contain the following functionality.

1. Security that requires a username and password to use the application
2. View access to the various GIS data layers that reside in the City of White House geodatabase.
3. General navigations tools such as zoom in/out, pan, identify, measure, etc.
4. Editing capabilities that allow for the ongoing maintenance of planning related GIS data layers (city boundaries, zoning, etc.).
5. Printing of large format maps that have a pre-determined layout.

While this web mapping application is targeted towards casual users within the Planning and Codes Department, it serves as a starting point for expanding the use of the technology within the city. The GIS health check, which will be postponed until fiscal year 2014, will identify many more browser-based and mobile solutions that deliver the benefits of GIS to users in other city departments. These solutions will also be targeted and will contain specific GIS functionality that is relevant to the city department that it's designed for.



Training & Support

General Training

The general training is designed to ensure that City of White House personnel are aware of the GIS components that have been put in place and how to leverage them moving forward. Each GIS solution serves a purpose with regard to providing broad access to the benefits of GIS. A portion of the training will focus on the ArcGIS Online and how/when to use it and the other portion will focus on the planning web mapping application and how/when to use it. The training will be approximately 1 day and will be held onsite at a City of White House facility.

Deliverables

The following deliverables will be provided to the City of White House following the completion of this project.

1. City of White House geodatabase populated with the GIS data layers identified in the “Geodatabase Creation” section of this proposal.
2. City of White House - ArcGIS Online Organizational Account
3. Planning Web Mapping Application

Costs

The following exhibits outline the various costs associated with this project. Please note that all costs are a not-to-exceed amount.

Exhibit B-1 – Project Budget Estimate

Exhibit B-2 – Direct Expenses

Exhibit B-3 – Solution Expenses

Project costs will be billed in the following method (1) 25% up front, (2) 25% after one month, (3) 25% after two months, (4) 15% after three months and (5) the remaining 10% upon project completion. The client can choose to withhold the remaining 10% until they are satisfied with the project deliverables.

Initial _____
GJ

Initial _____
CoWH



Acceptance

Thank you for the opportunity to submit a proposal on this project. We look forward to working with you and facilitating your GIS needs. This quote is valid for 90 days from the date of this letter. If this proposal is acceptable, please have a representative that can legally bind the City of White House sign and date two copies on the line provided and mail one original to:

GEO-Jobe® GIS Consulting
P.O. Box 440329
Nashville, TN 37244-0329.

Sincerely,

Approved and accepted:

Signature/Date

Richard Duncan, Vice President

Printed Name and Title





Exhibit B-1
(Project Budget Estimate)

1. TASKS	TOTAL LABOR		
	TOTAL	BY PHASE	BY TASK
	HOURS	AMOUNT	AMOUNT
A. Project Planning, Management and Kick-Off	35	\$4,493.35	\$4,493.35
B. Geodatabase Creation		\$6,437.92	
B-1. Geo-Database Creation & Preparation	6		\$366.40
B-2. Data Gathering	28		\$1,517.88
B-3. Data Migration	28		\$1,517.88
B-4. Data Collection	28		\$1,517.88
B-5. Data Verification	28		\$1,517.88
C. Training & Support		\$1,570.20	
C-1. General Training	12		\$1,570.20
E. Administrative	22	\$1,935.60	\$1,935.60
Total Labor (Includes Overhead and Fixed Fees)	187		\$14,437.07

2. Direct Expenses (See Exhibit "B-2") \$255.00

3. Solution Expenses (See Exhibit "B-3") \$6,500.00

4. TOTAL BUDGET (Year 1) **\$21,192.07**

5. TOTAL BUDGET (Year 2+) **\$6,500.00**



Exhibit B-2
(Direct Expenses)

<u>Other Direct Expenses</u>	
Miscellaneous Expenses	\$50.00
Copies	\$40.00
Postage/Shipping	\$50.00
Telephone - Local, Long Distance, Cellular	\$50.00
Total	<u>\$190.00</u>
<u>Travel Expenses</u>	
Weber - 1 Day for Training (Mileage, Meals)	\$65.00
Total	<u>\$65.00</u>
Total - Direct Expenses	
	\$255.00

Exhibit B-3
(Solution Expenses)

<u>One Time Setup or Purchase Costs</u>	
ArcGIS Online Setup & Configuration	\$0.00
Planning Web Mapping Application	\$0.00
Total	<u>\$0.00</u>
<u>Annual Maintenance</u>	
GEOPowered for ArcGIS Online (5 Users)	\$2,500.00
AutoExchange	\$3,000.00
Planning Web Mapping Application	\$1,000.00
Total	<u>\$6,500.00</u>
Total - Solution Expenses	
	\$6,500.00



ADDENDUM

GEO-JOBE GIS CONSULTING STANDARD TERMS AND CONDITIONS

1. Addendum; Proposal. This addendum (this “Addendum”) relates to the proposal (the “Proposal”) submitted by GEO-Jobe GIS Consulting, a division of W.D. Schock Co., Inc., a Tennessee corporation (“GEO-Jobe”), to the client set forth in the Proposal (“Client”). This Addendum is hereby incorporated into the Proposal as if fully set forth therein. This Addendum, the Proposal, and all attachments, exhibits, and schedules thereto are collectively referred to as this “Agreement.”

2. Relationship of Parties. The relationship of the parties hereunder is that of independent contractors. This Agreement does not create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between the parties. Neither party has the authority to bind or act on behalf of the other party except as otherwise specifically stated in this Agreement or with the consent of the other party.

3. Payment Terms.

A Fees Due. Client shall pay the fees as provided in the Proposal. Except as may be expressly provided otherwise in this Agreement, GEO-Jobe shall invoice Client on a monthly basis. All invoices are due and payable within thirty (30) days from the date of GEO-Jobe’s invoice.

B. Service Charge. Client agrees to pay a service charge of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance not paid within thirty (30) days from the date of GEO-Jobe’s invoice. In the event of any default of the payment terms provided herein, Client agrees to pay, in addition to any defaulted amount, all GEO-Jobe’s actual legal costs, including but not limited to attorneys’ fees, collection costs, and court costs incurred by GEO-Jobe to collect overdue amounts.

C. Payment Default. A balance that is outstanding more than ninety (90) days after the date of GEO-Jobe’s invoice shall be in default, in which event (i) Client agrees to pay, in addition to any defaulted amount, all of GEO-Jobe’s actual legal costs, including but not limited to attorneys’ fees, collection costs, and court costs incurred by GEO-Jobe to collect overdue amounts, and (ii) GEO-Jobe may suspend provision of services under this Agreement until the outstanding balance and service charges are paid in full.

4. Taxes. Client will pay to GEO-Jobe amounts equal to any taxes, however designated or levied, based upon compensation paid to GEO-Jobe or upon this Agreement or the services provided hereunder, or their use, including state and local sales, use privilege, or excise taxes, and any taxes paid or



payable by GEO-Jobe in respect of the foregoing, but excluding any taxes based on the income of GEO-Jobe.

5. Termination. This Agreement may be terminated as follows:

A. by either party in the event of a material breach by the other party of any provision of this Agreement which breach has not been cured within thirty (30) days of receipt of notice of such breach, upon written notice to the breaching party; or

B. by mutual agreement of the parties at any time.

6. Confidentiality.

A. Definition of Confidential Information. “Confidential Information” includes any and all information of a confidential nature provided by either party to the other, except such information that (a) was, is or becomes generally available to the public other than as a result of a breach of this Agreement by the receiving party; (b) was or is developed by the receiving party independently of and without reference to any Confidential Information of the disclosing party; or (c) was, is or becomes available to the receiving party on a nonconfidential basis from a third party not bound by any obligation of confidentiality.

B. Restricted Use of Confidential Information. Each party acknowledges the confidential nature of the Confidential Information and agrees that such Confidential Information (i) shall be kept confidential by the receiving party; (ii) shall not be used for any purpose other than for the purpose of this Agreement; and (iii) without limiting the foregoing, shall not be disclosed by the receiving party to any person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of the disclosing party. Each party may disclose the Confidential Information of the other party only to its representatives who require such material for the purpose of performing such party’s obligations under this Agreement and are informed by the applicable party of the obligations of this Agreement with respect to such information.

C. Legal Proceedings. Notwithstanding the foregoing, if a receiving party is legally compelled to make any disclosure that is prohibited or otherwise constrained by this Agreement, that receiving party shall provide the disclosing party with prompt notice of such compulsion so that it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the absence of a protective order or other remedy, the receiving party may disclose only that portion of the Confidential Information of the disclosing party that the receiving party is legally compelled to disclose, provided, however, that the receiving party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any person to whom any Confidential Information is so disclosed.



D. Return or Destruction of Confidential Information. If this Agreement is terminated, each receiving party shall, at the option of the disclosing party, promptly either (a) deliver to the disclosing party all Confidential Information of the disclosing party; or (b) destroy all Confidential Information of the disclosing party without retaining a copy of any such material, provided, however, that the receiving party may retain a list that contains general descriptions of the information it has returned or destroyed to facilitate the resolution of any controversies after the disclosing party's Confidential Information is returned.

E. Specific Performance. The parties acknowledge that money damages are not a sufficient remedy for any breach of this Section 0 by a party and that in addition to all other remedies which may be available hereunder, the nonbreaching party will be entitled to specific performance and injunctive or other equitable relief, without bond, as a remedy for any such breach or threatened breach.

This Section 0 shall survive the termination of this Agreement.

7. Force Majeure. Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Agreement if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8. Publicity. The parties shall have the right to make public reference to this Agreement and to the relationship between them. However, neither party will use the name or trademark of the other in any promotional material, publicity, or advertising without first obtaining the prior written approval of the other party of both the content and context in which the name or trademark is used.

9. Indemnification. Each party shall indemnify and hold harmless the other, its employees, directors, and agents for any willful or negligent act or willful or negligent failure to act by such party, its employees, or its agents resulting in liability and/or damages therefrom. This indemnity shall include the costs of defense and attorneys' fees.

10. Limitation of Liability. In no event shall either party be liable to the other for any indirect, exemplary, punitive, or consequential damages including without limitation lost profits, loss of data, and loss of business, even if such party has been advised of the possibility of such damages.

11. Limited Warranty. GEO-Jobe warrants that the services provided and any goods delivered under this Agreement will conform to any descriptions provided in the Proposal. EXCEPT AS PROVIDED EXPRESSLY HEREIN, GEO-JOBE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

Initial _____
GJ

Initial _____
CoWH



INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers, or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address, or person as a party may designate by notice to the other party):

To GEO-Jobe:

GEO-Jobe GIS Consulting
1420 Donelson Pike, Suite A-18
Nashville, TN 37217
Attention: Richard Duncan, Vice President
Telephone: (615) 883-0085
Facsimile: (603) 907-0718
E-mail: rduncan@geo-jobe.com

To Client:

The address provided by Client to GEO-Jobe in accordance with this Agreement from time to time.

13. Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter (including any letter of intent and any confidentiality agreement) and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

14. Amendment. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

15. Assignment. Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to

Initial _____
GJ

Initial _____
CoWH



this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 0.

16. Waiver. Neither any failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power or privilege.

17. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

18. Governing Law. This Agreement will be governed by and construed under the laws of the State of Tennessee without regard to conflicts-of-laws principles that would require the application of any other law.

19. Jurisdiction. Jurisdiction and venue for any cause of action filed in regard to the subject matter of this Agreement shall rest solely in the Circuit and/or Chancery Courts of Davidson County, Tennessee.

20. Headings; Construction. The headings contained in this Addendum are for convenience only and will not be deemed a part of this Addendum in construing or interpreting the provisions hereof. All words used in this Addendum will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or terms.

[END OF TEXT]

August 9, 2012

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Patrick Brady, Police Chief
Re: Purchase of a Vehicle for the Criminal Investigation Division

The White House Police Department is requesting the purchase of a 2012 Ford Fusion for use in the Criminal Investigation Division for the price of \$19,806.00 (State Contract). The vehicle was budgeted for out of the Drug Fund.

Thank you for your attention to this matter. If there are any questions, please feel free to call me.

Dan Hunter

From: Michael Hagan <mhagan@countryford.com>
Sent: Wednesday, August 08, 2012 1:19 PM
To: dhunter@cityofwhitehouse.com
Subject: Revised Invoices
Attachments: Fusion Invoice.pdf

Sgt Hunter,
This vehicle can be delivered for \$ 19,806.00

Michael Hagan
Country Ford Fleet Sales
Fleet Manager
95 East Goodman Road
Southaven, MS 38671
901-859-7983 (voice)
662-996-1038 (fax)
mhagan@countryford.com

DEALER 53D 078

VIN 3FAHP0HG0CR449298

	Suggested Retail Price	Invoice Amount
FUSION SE	22975.00	21217.00
2012 MODEL YEAR		
UH TUXEDO BLACK METALLIC		
DW CHARCOAL BLK CLOTH SEATS		
INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 200A		
OPTIONAL EQUIPMENT		
99G 3.0L 24V V6 DURATEC ENGINE	1595.00	1436.00
44W .6-SPD AUTO TRANSMISSION	NC	NC
13K REAR SPOILER	295.00	257.00
153 FRONT LICENSE PLATE BRACKET	NC	NC
47S SELECTSHIFT W/ THUMB SWITCH	NC	NC
TOTAL OPTIONS	1890.00	1693.00
TOTAL VEHICLE & OPTIONS	24865.00	22910.00
DESTINATION & DELIVERY	795.00	795.00
TOTAL FOR VEHICLE 25660.00		
FUEL CHARGE 70.74		
ADVERTISING ASSESSMENT 372.00		
SHIPPING WEIGHT 3425 LBS.		
TOTAL	25660.00	24147.74

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to		53D078		Order Type		Ramp Code		Batch ID		Price Level	
Lou Fusz Ford, Inc.		MO 63005		2		RA6U		CF222		240	
Ship to (if other than above)				Date Inv. Prepared		Item Number		Transit Days			
				06 22 12		53-Z700		13			
				Ship Through							
Invoice & Unit Identification NO.				Final Assembly Point				Finance Company and/or Bank			
3FAHP0HG0CR449298				HERMOSILLO				GMAC 445303			

Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan
746	24147.74	23304.74	23404.74	24326.15

OTHER BUSINESS...

DISCUSSION ITEMS...

OTHER INFORMATION....

August 8, 2012

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Addam McCormick, Planning & Codes Director
Re: 2005-2012 Plan of Services Review

The State of Tennessee under the Public Chapter 1101 requires annual review of plan of services until the services have been provided. The following are annexation ordinances 2005-2012 and updates on the level of services provided.

Annexation Year- Ordinance Number
Property Acreage and Location
Status of Services

05-20 - 4.7 Acres on Hwy 31W / Business Park Subdivision (Commercial Development)
Road, sewer, street lighting, water, including hydrants services have been provided with the developed portion of the property (including Fire Hall#2 Construction). Emergency and inspection service provided to vacant property.

05-22- 3.37 Acres on South Palmers Chapel Road / Baylee Meadows Subdivision
Services have been provided to the property.

05-26 - 8/10 of an acre at 304 South Palmers Chapel Road
Services have been provided to the property.

05-31- 93 Acres on Calista Road/ Calista Farms Subdivision
Road, sewer, street lighting, water, including hydrants services will be provided as extended by the developer of the property. Development plans have been approved for the development. Emergency, trash services, and inspection services provided to the property including the one existing residential unit.

05-37 - 3.05 Acres at 2201 Hwy 31W
Services have been provided to property.

06-05 - 5.25 Acres on South Palmers Chapel Road
Services are available for the property. Properties annexed are portions of properties that contained single family homes on the section of the property in the city prior to annexation.

06-33- 103 Acres on Hwy 31W /Briarwood Subdivision Section 2
Road, sewer, street lighting, water, including hydrants services will be provided as extended by developer of property as property develops. Preliminary developments plans have been approved for development. Emergency and inspection services provided to vacant property.

06-35 - 420 Acres on New Hall Road and North Swift Drive / Burrus Ridge Development
Sewer services have been extended to property for development. Roadway, sewer, street lighting, water, including hydrants services will be provided as extended by developer of property as property develops. Development plans have been approved for development. Emergency and inspection services provided to vacant property. City has requested CEMC to install street lights on annexed roadway sections including Union Rd, Webster Lane, and N. Swift Drive.

06-38 - 90.5 Acres on McCurdy Road

Roadway, sewer, street lighting, water, including hydrants services will be required to be extended by developer of property. Emergency and inspection services provided to vacant property.

07-02 - 3.4 Acres on Hwy 31W/ White House Utility District Future Office Property

Roadway, sewer, street lighting, water, including hydrants services will be required to be extended by developer of property. Emergency and inspection services provided to vacant property.

07-04 - 258 Acres on Pinson Lane, Boyles Road, and Pleasant Grove Road/ Heritage Estates Subdivision Roadway, sewer, street lighting, water, including hydrants services will be provided as extended by developer of property as property develops. Development plans have been approved for development. Residential Services, not including sewer are provided to 7701 Boyles Road, 7709 Boyles Road, and 7532 Pinson Lane, and 7556 Pinson Lane. City has requested CEMC to install street lights on roadway annexed roadway sections including Boyles Rd and Pinson Lane. Emergency and inspection services provided to vacant property. Sewer line extended along Pinson Lane with Heritage High School Project.

07-25 - 291 Acres on Hwy 31W, Horse Shoe Road, and Ozzie Fulps Road.

Roadway, sewer, street lighting, water, including hydrants services will be provided as extended by developer of property as property develops. Emergency and inspection services provided to vacant property. City has requested CEMC to install street lights on annexed roadway sections including Horseshoe Road, Calista Rd, and Ozzie Fulps Drive. City is currently reviewing sewer extension policy regarding development of property on north side of city.

Property De-Annexed by Ordinance 09-12

07-35

0.042 Acres at 3661 Hwy 31W

Annexation was to clear up mistake regarding Robertson County Tax Map. Resident has and continues to receive city services, except sewer services that has not been available for twenty plus years. Sewer service available upon request by the property owner with connection fees and the individual service line to be paid for by the property owner.

07-39- 8.39 Acres on Pleasant Grove Road

Roadway, sewer, street lighting, water, including hydrants services will be provided as extended by developer of property as property develops. Emergency and inspection services provided to vacant property. Sewer line extended along Pleasant Grove Road with Heritage High School Project.

08-13- 200.43 Acres on Fern Valley and Shun Pike

Roadway, sewer, street lighting, water, including hydrants services will be required to be extended by developer of property. Emergency and inspection services provided to vacant property.

08-18- 65.58 Acres on SR 76 (Heritage High School Site)

Services have been provided to the property.

10-01- 100 Acres on Hwy 76 Across from White House Heritage High School

Roadway, sewer, street lighting, water, including hydrants services will be provided as extended by developer of property as property develops. Residential Services, not including sewer are provided to 7735 SR 76 and 7747 SR 76. Emergency and inspection services provided to vacant property.

10-16- 1.83 Acres on Pleasant Grove Road

Services have been provided to the property.