

CITY OF WHITE HOUSE
Agenda
Board of Mayor and Alderman Meeting
February 21, 2013
7:00 p.m.

1. Call to Order by the Mayor
2. Prayer / Pledge
3. Roll Call
4. Adoption of the Agenda
5. Approval of Minutes of the January 10, 2013 meeting.
6. Approval of Minutes of the January 17, 2013 meeting.
7. Approval of Minutes of the January 28, 2013 meeting.
8. Welcome Visitors
9. Public Hearings
 - a. None
10. Communication from Mayor, Aldermen, and City Administrator
11. 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
12. Consideration of the Following Resolutions:
 - a. **Resolution 13-02** - A resolution to establish an updated Occupational Safety and Health Program Plan, devise rules and regulation, and to provide for a safety director and the implementation of such program plan.
 - b. **Resolution 13-03** - A resolution supporting a Safe Routes to School grant application.
 - c. **Resolution 13-04** - A resolution authorizing and providing for the financing of the construction of a wastewater facilities project, including authorizing the execution of applications, contractual agreements, and other necessary documents, and making certain representations, certifications, and pledges of certain revenue in connection with such financing.
 - d. **Resolution 13-05** - A resolution accepting the Robertson County Hazard Mitigation Plan document.
 - e. **Resolution 13-06** - A resolution approving a Food for Fines program for the White House Inn Library.

13. Consideration of the Following Ordinances:

- a. Ordinance 13-02 - An ordinance amending the City of White House, Tennessee, Municipal Zoning Ordinance by amending Article IV, Section 4.070 J Table 1, Signage Area and Height.

14. Finance

- a. To approve or reject application of the 2013 Library Services and Technology Grant. The Library Director recommends approval.
- b. To approve or reject CTR Coatings bid for the Coatings and Manhole Restorations contract. The Public Services Director recommends approval.
- c. To approve or reject all bids received for the Wastewater Pump and Equipment Supply contract. The Public Services Director recommends rejection.
- d. To approve or reject subdivision and street acceptance for the Phase Two section of Springbook Blvd. and Ravenwood Ct. The Planning Commission recommends approval.
- e. To approve or reject Showalter Construction's bid of \$264,160 for the restroom facility at the Municipal Park. The Parks and Recreation Director recommends approval.

15. Other Business

- a. To approve or reject authorizing the City Administrator in conjunction with the White House Utility District to redesign the White House Utility District's water tower. The City Administrator recommends approval.
- b. To approve or reject Hylant Group's recommendation of Cigna for medical and Delta Dental for dental insurance coverage. The City Administrator recommends approval.

16. Discussion Items

17. Other Information

18. Adjournment

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Minutes
Special Session
January 10, 2013
6:30 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 6:41 pm by Mayor Arnold.

2. Roll Call

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

3. Adoption of the Agenda

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

4. New Business

- a. **Ordinance 13-01:** An ordinance of the City of White House, Tennessee, amending the zoning map relative to the western 6.0 acre portion of Robertson County Tax Map 106, Parcel 103 from C-2, General Commercial to NCRPUD, Neighborhood Center Residential Planned Unit Development and Preliminary Master Plan approval for a 72-unit multi family development.

Motion was made by Ald. Bibb, second by Ald. Paltzik to adopt the agenda. A voice vote was called for with three members voting aye and one abstention by Ald. Hutson. **Motion passed.**

5. Adjournment

Meeting was adjourned at 6:50 pm.

ATTEST:

Michael Arnold, Mayor

Amanda Priest, City Recorder

CITY OF WHITE HOUSE
Agenda
Board of Mayor and Alderman Meeting
January 17, 2013
7:00 p.m.

1. Call to Order by the Mayor

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

2. Prayer / Pledge

Prayer and Pledge to the American Flag was led by Ald. Bibb.

3. Roll Call

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

4. Adoption of the Agenda

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

5. Approval of Minutes of the December 17, 2012 meeting.

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

6. Welcome Visitors

Mayor Arnold welcomed all visitors.

7. Public Hearings

- a. None

8. Communication from Mayor, Aldermen, and City Administrator

Ald. Paltzik commended City Administrator Gerald Herman on his speech at the Chamber of Commerce luncheon.

Ald. Decker stated how well the management of the multiple large projects is being handled by staff. Mayor Arnold agreed with Ald. Decker.

City Administrator Gerald Herman announced the upcoming bowling tournament to raise funds for United Way.

City Administrator Gerald Herman provided an update regarding the new library project and changes that are necessary due to budget constraints.

City Administrator Gerald Herman discussed the 2013 - 2014 budget process and the retreat dates associated with the process.

City Administrator Gerald Herman provided an update regarding the Hwy 76 Sidewalks project.

City Administrator Gerald Herman provided an update regarding the Hwy 31W Bikeways / Pedestrian project.

City Administrator Gerald Herman stated that he and the City Engineer have applied for a Safe Routes to School grant for sidewalks surrounding Heritage Elementary School.

City Administrator Gerald Herman provided an update regarding the 123 Calista Road project.

City Administrator Gerald Herman provided an update regarding the high mast lighting at I-65 and Hwy 76.

9. Acknowledge Reports

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

Motion was made by Ald. Paltzik, second by Ald. Bibb to acknowledge reports and order them filed. A voice vote was called for with all members voting aye. **Motion passed.**

10. Consideration of the Following Resolutions:

- a. **Resolution 13-01:** A resolution amending the schedule of fees for Hillcrest Municipal Cemetery.

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.**

11. Consideration of the Following Ordinances:

- a. None

12. Finance

- a. To approve or reject the professional services agreement with McGill Associates, P.A. 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 McGill Associates, P.A.'s Task Order #1 for general services for the wastewater division. 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.**

- c. To approve or reject McGill Associates, P.A.'s Task Order #2 for engineering services for the Treatment Plant Expansion Project for the wastewater division. 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.**

13. Discussion Items

- a. None

14. Other Business

- a. None

15. Adjournment

Meeting was adjourned at 7:15 pm

ATTEST:

Michael Arnold, Mayor

Amanda Priest, City Recorder

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Minutes
Special Session
January 28, 2013
6:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 6:00 pm by Mayor Arnold.

2. Roll Call

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

3. Adoption of the Agenda

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

4. Public Hearings

- a. **Ordinance 13-01:** An ordinance of the City of White House, Tennessee, amending the zoning map relative to the western 6.0 acre portion of Robertson County Tax Map 106, Parcel 103 from C-2, General Commercial to NCRPUD, Neighborhood Center Residential Planned Unit Development and Preliminary Master Plan approval for a 72-unit multi family development.
Second Reading.

No one spoke for or against.

5. New Business

- a. **Ordinance 13-01:** An ordinance of the City of White House, Tennessee, amending the zoning map relative to the western 6.0 acre portion of Robertson County Tax Map 106, Parcel 103 from C-2, General Commercial to NCRPUD, Neighborhood Center Residential Planned Unit Development and Preliminary Master Plan approval for a 72-unit multi family development.
Second Reading.

Motion was made by Ald. Bibb, second by Ald. Paltzik to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Decker - aye; Ald. Hutson - abstain; Ald. Paltzik - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 13-01 was approved on Second Reading.**

6. Adjournment

Meeting was adjourned at 6:06 pm.

ATTEST:

Michael Arnold, Mayor

Amanda Brewton, City Recorder

REPORTS....

**General Government Department
January 2012**

Administration

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

- **January 03:** Leisure Services Board Meeting
- **January 07:** Aldermen Swearing In Ceremony
- **January 08:**
 - Cemetery Board Meeting
 - Regional Transportation Authority Operations Committee Meeting
- **January 10:**
 - Robertson County E-911 Review Committee Meeting
 - Robertson Revitalization Meeting
 - Planning Commission Special Called Meeting
 - Board of Mayor and Aldermen Special Called Meeting
 - Library Board Meeting
- **January 14:** Planning Commission Meeting
- **January 15:**
 - Robertson County E-911 Board Meeting
 - Chamber of Commerce Luncheon
- **January 16:** Metropolitan Planning Organization Meeting
- **January 17:** Board of Mayor and Aldermen Meeting
- **January 19:** Annual Fire Department Banquet
- **January 22:** United Way Bowling Event
- **January 23:**
 - Sumner County Council of Governments Meeting
 - Three Star Program Meeting
- **January 24:** Department Head Budget Retreat
- **January 28:**
 - Bankruptcy Legal Issues Training
 - Board of Mayor and Aldermen Special Called Meeting
- **January 29:** Museum Board Meeting
- **January 31:** Robertson County E-911 Study Committee Meeting

Website Management

	Update Requests	Page Visits		Update Requests	Page Visits
July	31	85,214	January	51	98,082
August	49	63,924	February		
September	32	82,694	March		
October	24	113,317	April		
November	21	121,011	May		
December	22	98,573	June		
			FY 12-13	230	564,733

Facebook Management

	New Likes	# of Posts		New Likes	# of Posts
July	19	5	January	9	3
August	13	3	February		
September	14	4	March		
October	17	4	April		
November	18	10	May		
December	17	6	June		
			FY 12 - 13	253	76

General Government Department
January 2012

Twitter Management

	Total Followers	# of Tweets		Total Followers	# of Tweets
July	223	5	January	260	3
August	227	1	February		
September	237	2	March		
October	237	4	April		
November	239	10	May		
December	245	6	June		
			FY 12-13	N/A	31

Building Maintenance Projects

Special Maintenance Projects

- Cleaned out and painted records' storage area
- Installed additional shelving in records' storage area
- Installed new wall packs at Fire Station #1
- Installed new CO2 detectors at City Hall
- Brought all utility closets at City Hall up to fire codes by removing all items stored in them and reorganized other storage closet
- Painted in board room
- Began replacing all T-12 lighting fixtures with T-8 fixtures
- Removed and stored all holiday decorations
- Capping off unused water lines
- Trouble shooting mold problem at Police Department

General Maintenance

- Drop box maintenance
- Door repair
- Trash removal
- School light maintenance and operation
- Lighting maintenance
- Safety checks
- Plumbing maintenance
- HVAC filter replacement and maintenance
- City Hall bathroom maintenance

**Finance Department
January 2013**

Finance Section

January threw tax collections into full swing, and at the close of the month, 64% of the tax base had been collected, leaving 36% outstanding. This puts us about 5% ahead of where we have been over the last couple of years. We have now made up the ground that we lost when the tax cards were delayed by the State and Sumner County.

The Finance Director, along with the City Administrator, and Human Resources Director attended a budget preparation meeting with the Hylant Group to discuss the insurance renewal and rates for the upcoming plan year. The Finance Director also attended a Cemetery Board meeting, delivered performance evaluations to staff members, and planned for and attended the Department Head budget retreat this month. Our City Attorney offered the opportunity for a bankruptcy primer during the past month. A bankruptcy attorney performed a primer, and covered the basics of bankruptcy for our City Attorney and staff, as well as the City Administrator and Finance Director. We received information that will help us to deal with bankruptcies more effectively and efficiently.

Staff continued to provide some ancillary information to auditors as requested throughout the month. At this point, we are waiting to hear a projected completion date from the auditors.

Performance Measures

Major Fund Balances

Fund	Cash Balance	Investment Account Balance
General Fund	\$577,724.49	\$3,504,296.31
Sanitation	\$135,417.43	\$543,630.68
Wastewater	\$226,762.34*	\$1,830,569.37

- All Fund Balances are bank balances reported as of February 12, 2013.
- *The Wastewater Fund balance should be reduced by a significant Due To balance for the Sanitation Fund at \$147,767.80.

Payroll

Number of Payrolls	Number of Checks and Direct Deposits	Number of adjustments	Number of Void Checks
2 regular 0 special	2 paper checks 191 direct deposits	2 Retroactive Adjustments	0 Voids

Accounts Payable

	January	FY	Last January	Last FY
Total Invoices Processed	393	2,293	239	2,241

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	279	6	20	4	37	2	21	130	1	3	13	516
Customers	164	7	0	10	9	0	4	506	4	0	12	716

Finance	Accounts Payable	Business License	Property Tax	Court	Purchasing	Finance Directors Office	Total
Calls	3	23	94	84	72	3	279
Customers	0	7	92	56	9	0	164

**Finance Department
January 2013**

Purchase Orders

Codes	8	\$1,584.39	Court	1	\$28.06
Fire	13	\$10,790.45	Library	9	\$5,919.45
Police	20	\$3,792.76	Waste Water	14	\$6,813.49
Human Resources	2	\$255.00	Public Works	2	\$22,880.07
Engineering	1	\$1,280.02	Sanitation	2	\$5,250.00
Administration	9	\$833.43	Parks	29	\$6,008.07
Finance	2	\$45.90	Bldg. Maintenance	3	\$769.39
			Cemetery	3	\$1,323.65
Total	118	\$67,574.13	Void	4	

	Number of PO's	Value of PO's
Purchase Orders \$0 - \$999	114	\$27,630.54
Purchase Orders \$1000 - \$9999	3	\$17,581.59
Purchase Orders Over \$10,000	1	\$22,362.00
Total	118	\$67,574.13

Emergency Purchase Orders – January

Number	Vendor	Items	Amount	Nature of Emergency	Department
18169E	Hyatt Heavy Duty Towing	Towing of Brush Truck	\$450.00	Transmission problems on the knuckle boom brush truck.	Sanitation
121-108E	Stansell Electric	Parts and labor for 6 high mast lights @ I-65 and Hwy 76	\$22,362.00	High mast light repairs. Cost to be split with TDOT and TDOT will oversee repairs.	Public Works/State Street Aid

Business License Activity – January

Opened	11
Closed	0

Delinquency Rate: 53%

Cumulative Information

Class	Total Licenses	Delinquencies
1	40	24
2	138	68
3	244	125
4	193	108
Total	615	325

**Finance Department
January 2013**

Description	Total Charges	Description	Total Charges
Child Restraint 4-15 (1 st Offense)	4	Open Container Law	2
Child Restraint-under 4	0	Parking Violation	2
Anti-Noise Regulations	0	Vehicle Registration Law	12
Texting While Driving	0	Seat Belt Violation – 18 and Older	14
Failure to Yield Right of Way	2	Speeding	72
Financial Responsibility Law	70	Careless Driving	0
Following Too Closely	1	Disobedience to Traffic Control Device	1
Motor Vehicle Requirements/Misc.	6	One Way Street	0
Improper Passing	0	Drivers License Law	6
Drivers Exercise Due Care	12	Turn to Avoid Signal	0
Codes Violations/Animal Control	2	Improper Backing	0
Stop Signs	4	Move Over Law	0
		Total	210

Municipal Court – Case Disposition

Disposition	Total
Ticket Paid in Full – Prior to Court	52
Guilty as Charged	11
Dismissal	17
Dismissed upon presentation of insurance	57
Not Guilty	0
Dismissed to Traffic School	17
Dismissed with Costs and Fines	33
Dismissed with Costs	17
Dismissed with Fines	6
Case Transferred to County	0
Dismissed with Public Service	0
Total	210

Wastewater Billing

New Service Connections: 1
 Applications: 35
 Late Penalties Applied: \$4,690.00
 Adjustments: 13
 Number of Reconnect Fees Paid: 22
 Non-Payment Cut-Offs: 52

**Human Resources Department
January 2013**

- Police Officer & Waste Water Tech I Recruitment
- FireFighter/First Responder Recruitment, Part-Time
- Facilitated United Way Employee Bowling Event
- Appointed to International Public Management-HR Nominating Committee
- Attended TN Personnel Management Association Meeting, January 19th, Nashville
- Insurance Benefits Review with Hylant Group
- MTAS Salary Survey Participation
- Attended Safety Committee Meeting, 1/29
- Attended Department Head Retreat, Hendersonville
- Conducted (1) Exit Interview
- Processed TN Un Ins. Payment

Injury Reports: (2) reports, January, 2013, compared to (0) January, 2012 reports

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

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

Property/Vehicle Damage Reports: (0) report, January, 2013 compared to (0) reports, January, 2012

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

	2012-2013	2011 - 2012	2010 - 2011
January	0	0	2
February		3	0
March		0	0
April		1	0
May		0	0
June		0	0
Total	4	7	3

City Wide Turnover: (1) termination January, 2013 compared to (1) term January, 2012

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

	2012-2013	2011 - 2012	2010 - 2011
January	1.0%	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	5.0%	12.0%	9.3%

Employee Disciplinary Reports

	2012-2013	2011 - 2012	2010 - 2011
July			
August			
September			
October			
November			
December			

	2012-2013	2011 - 2012	2010 - 2011
January	2-Suspens		
February			
March			
April			
May			
June			
Total	2		

**Police Department
January 2013**

Meetings/Civic Organizations

- *Chief Brady attended the following meetings in January:* Robertson County Chief's Meeting (Jan. 8th), leadership Sumner Luncheon (Jan 9th), 911 User Group (Jan. 9th), Department Head Meeting (Jan. 14th & 28th), 911 Board Meeting (Jan. 15th), Sumner County Drug Task Force Meeting (Jan. 16th), Board of Mayor & Alderman (Jan. 17th) and Command Staff Meeting (Jan. 31st).
- *Captain Mingledorff attended the following meetings in January:* Rotary Club (Jan. 3rd, 17th, and 31st) and Chamber of Commerce (Jan. 15th).

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. Fifty-eight (58) files have been approved by an assessor. Five (5) files are ready to be checked and fifteen (15) files are being worked on.
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 Training Hrs	Patrol Training Hrs	Support Services Training Hrs	Total Hrs
January	0	368	0	368
Total	0	368	0	368

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	January 2013	FY 2012-2013
Two (2) Officers per Shift	32	351
Three (3) Officers per Shift	30	76

2. *Acquire and place into service two Police Patrol Vehicles.* The new Ford Interceptors were received, stripped, equipment installed and placed into service the first of December. Complete.
3. *Conduct two underage alcohol compliance checks during the Fiscal Year 2012-2013.* Fall Compliance checks took place on December 6th. Two vendors failed: Conley's Restaurant and Plainview BP. The next compliance check will be in the Spring.
4. *Maintain or reduce TBI Group A offenses at the three-year average of 80 per 1, 000 population during the calendar year of 2013.*

Group A Offenses	January 2013	Per 1,000 Pop	Total 2013	Per 1,000 Pop.
<i>Serious Crime Reported</i>				
Crimes Against Persons	8	1	8	1
Crimes Against Property	49	5	49	5
Crimes Against Society	3	<1	3	<1
Total	60	6	60	6
Arrests	17		17	

*U.S. Census Estimate 2010 – 10,255

**Police Department
January 2013**

5. *Maintain a traffic collision rate at or below the three-year average of 312 collisions by selective traffic enforcement and education through the Governor's Highway Safety Program during calendar year 2013.*

	January 2013	Total 2013
Traffic Crashes Reported	18	18
Enforce Traffic Laws:		
Written Citations	244	244
Written Warnings	139	139
Verbal Warnings	303	303

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 2013.*

	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
January 2013	18	1	5%	5%

Traffic School: Sgt. Keith Anglin instructed the DDC-4 Traffic School Class in January. There were 17 students in attendance.

Staffing

- Interviews for a new Police Officer were completed in January. The position was offered to Justin Slate from Clarksville, TN. Justin will start February 11th pending all POST requirements are met.
- Ofc. Andrew Towers and Ofc. Andrew McGregor are both currently in Field Training.
- Ofc. Erinn Ellis is back on duty from Maternity leave.
- **K-9:** Ofc. Jason Ghee and Nike attended their monthly training.
- **Sumner County Emergency Response Team:** Training was held on January 18th at the WHPD gun range. Sgt Eric Enck held training with the ERT on Defensive Tactics and Physical Training.
- **Volunteer Reserve Officers:** The Volunteer Reserve Officers had their Annual Dinner in January at Kabuto's. They also had child sex abuse training.

Support Services Performance Measurements

1. *Acquire and place into service one Criminal Investigation Division vehicle.* The 2013 Ford Fusion was delivered. Due to some contract discrepancies, the car is not being used until details corrected.
2. *Maintain or exceed a Group A crime clearance rate at the three-year average of 68.6% during calendar year 2013.*

Month	Group A Offenses	Year to Date
January	63%	63%

Communications Section

	January 2013	Total 2013
Calls for Service	1,206	1,206
Alarm Calls	40	40

**Police Department
January 2013**

Request for Reports

	January 2013	FY 2012-13
Requests for Reports	35	173
Amount taken in	\$22.00	\$182.32
Tow Bills	\$0.00	\$265.00
Emailed at no charge	23	207
Storage Fees	\$0.00	\$50.00

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

Volunteer Police Explorers: The Explorers have been training all month for their trip to Gatlinburg in February for the Explorers Winterfest competition.

Item(s) sold on Govdeals: Nothing sold during January 2013.

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.*
 - a. Graduation Ceremony held for thirteen 5th grade students at Christian Community School on Thursday, January 17th.
 - b. Graduation Ceremony held for one hundred fifty-five students at Heritage Elementary School on Wednesday, January 23rd.
2. *Plan and coordinate Public Safety Awareness Day on Labor Day as an annual event.* This year's event was held on Monday, September 3, 2012. Held annually on Labor Day, Safety Day represents a unified, long term solution to the prevention of childhood related injuries. It also gives local law enforcement and fire/rescue personnel an opportunity to meet the public, hand out safety literature, and display their equipment. Completed.
3. *Plan, recruit, and coordinate a Citizen's Police Academy as an annual event.* Class has been filled with 32 citizens. Class #13 will commence on Tuesday, February 19, 2012 for ten weeks.
4. *Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.*
 - a. *Wheels In Motion:* One bicycle and one helmet were presented at H.B. Williams Elementary School on Thursday, January 24th.
 - b. *Captain StreetSmart:* During the 2012-2013 school year, a total of 500 students will receive classes on the importance of wearing their seatbelts in vehicles and wearing a helmet when riding their bikes through the Captain StreetSmart program. Safety information for the same number of parents will also be sent home with the students.
5. *The following Captain StreetSmart classes were taught in January:*
 - a. *Heritage Elementary School:* Captain Mingledorff presented "Safe Bicycling for Children" classes to 155 5th grade students during the week of January 14th to 17th.
 - b. *Safe Seniors Crime Prevention Program:* The first class for 2013 was held at the Senior Center on Wednesday, January 16th. Thirty-five Senior Citizens attended the class. The topic for this month's class was "Crime Prevention For Seniors".
 - c. *TLETA – Sgt. Eric Enck* instructed two days of Defensive Tactics at the Tennessee Law Enforcement Training Academy.
6. **Special Events:**
 - a. *WHPD Officers participated in the following events during January:*
 - i. White House Middle School Basketball Security: Jan. 10th and 17th.
 - ii. White House Heritage High School Basketball Security: Jan. 8th, 15th, 18th, 22nd and 25th.
 - b. **Upcoming Events:**
 - i. Pre-Prom/Graduation Prevention of Impaired Driving Classes: (Spring)
 - ii. Drug Take Back Event: April 2013

2013 Participation in Joint Community Events		
	January	Year to Date
Community Activities	11	11

**Fire Department
January 2013**

Summary of Month's Activities

Fire Operations

The department responded to 68 requests for service during the month with 46 responses being medical emergencies. The department responded to 1 vehicle accident with reported injuries with one patient transported to an area hospital.

- **January 2nd & 5th** The Department responded to two separate chimney fires both were extinguished prior to our arrival. The thermal imager was used at both scenes to check for fire spread none was noted and no property damage was reported with either incident.
- **January 4th 7:35am** The department was dispatched to a semi-truck fire on I-65 when fire units arrived on scene the rear brakes of the trailer were on fire. The fire was extinguished and there were no injuries reported during this incident.
- **January 22nd 7:12pm** Fire Department was dispatched to a possible vehicle accident involving two vehicles at the same time another fire unit was responding to a medical emergency. When fire units arrived in the area of the vehicle accident they found a vehicle had struck a business and caught fire involving the vehicle and the structure. The fire had spread to the attic area of the structure and was being fed by a natural gas leak making the situation difficult to control. Once the gas leak was controlled the fire was extinguished and an investigation was conducted by the White House Police Department due to a fatality from the vehicle crashing into the structure. Fire personnel remained on the scene of this incident for over 10 hours extinguishing hot spots and maintaining scene safety and there were no work related injuries reported during the incident.

Fire Administration

- **January 3rd** Asst. Chief Sisk attended the Middle Tennessee Fire Chiefs Association meeting held at the Ashland City Fire Department.
- **January 8th** Asst. Chief Sisk conducted interviews for three volunteer firefighter positions.
- **January 15th** Chief Palmer attended the Robertson County 911 board meeting in Springfield.
- **January 18th** Asst. Chief Sisk attended the Sumner County Child Fatality meeting in Gallatin.
- **January 29th** Chief Palmer and Asst. Chief Sisk attended the monthly Safety Committee meeting at fire station 2.

During the month of November Asst. Chief Sisk participated in four National Weather Service weekly weather briefings.

Update on the Department's Goals and Objectives

- Organize a table top disaster drill to train staff and exercise the city emergency operations plan by January 31, 2013.
- Conduct the Risk Watch Program in all 1st grade classrooms beginning in September 2012 and ending in May 2013. **(Work on the project has begun)**
- Complete annual firefighter training 240 hours for career and 48 for part-time firefighters by June 30th, 2013. **(Work on the project has begun)**

Departmental Highlight

On January 19th Fire Department personnel, Family members, the City Administrator, and Members of the Board of Mayor and aldermen attended the fire department's annual banquet. All shared a meal together and the following awards were presented; Firefighter Keith Jerde - Firefighter of the Year, Captain Rob Brewer – 10 year service award, and Firefighter Brad Williams – 5 year service award.

**Fire Department
January 2013**

Monthly Performance Indicators

Incident Responses

Structure Fires	1	Vehicle Accidents (General Cleanup)	1
Cooking / Electrical Fires	0	Vehicle Accidents (With Injuries)	1
Vehicle Fires	1	Rescue	0
Grass, Brush, & Trash Fires	0	False Alarms / Calls	4
Hazmat	0	Assist Other Governmental Agency	0
Other Calls	14	Total Responses for the Month	68
Emergency Medical Responses	46	Total Responses YTD	482

Fire Fighter Training

Total Training Man Hours for the Month	276.53
Total Training Man Hours YTD	2,171.61

Fire Inspection

	This Month	YTD
Fire Inspections	12	56
Fire Investigations	1	6
Plat / Plan Reviews	2	7
Fire Preplans	3	71

Public Fire Education

	This Month	YTD
Participants	175	2,439
Education Hours	10.5	89.5
Number of Occurrences	3	47

**Public Services - Public Works
January 2013**

Staffing

The public works department is authorized 11 full time employees. Due to the change in solid waste operations, we now have the following employee's assigned to public works:

1. Three full-time Sanitation (one driver and two maintenance workers)
2. Two full-time streets equipment operators (Operator I & Operator II)
3. One Supervisor
4. One Administrative Assistant

Training

- Grievance Procedures
- Disciplinary Procedures
- Target Solutions (Driving Safety, Drug Free Work Place, Sexual Harassment Awareness)
- Road Salt Application

Sanitation Collection:

Waste Industries (WI) is in the second full month of operation in the City. At my insistence, they put a roving supervisor in place which has served to reduce the number of misses that we were experiencing during December. In addition, WI put a second driver in the truck to monitor the driver to try and determine why he was having so many problems with learning the City routes. After about a week, the problems began dissipating.

I have been monitoring Waste Industries web based portal to see the type and quantity of calls. In the last month, the calls have been greatly minimized. Most are calls due to the cans breaking during the collection process. WI is responsible for the containers, so all we do is pass the information along to them via the portal. The extra containers are stored at our PW site so as to facilitate a quicker delivery time.

The total volume of recyclables collected curbside was approximately 42 tons of material; which is a savings of about **\$950.00** from our landfill tipping fee. In addition, the recyclable material revenue for January was **\$631.95**.

City Public Works & Drainage Improvement Projects

1. **336 Brinkley Lane:** Freida Miller called the office to request placement of straw waddles at the curb so as to prevent storm water from washing out the bank. We placed 100 feet of new straw waddles along the problem area which will serve as a temporary solution until spring or summer. When the area dries, we will establish an earthen berm as permanent repair.
2. **144 Willowleaf Lane:** Mr. Hunter called the office and requested someone look at the drainage at the above address. He said that the stormwater is not draining properly causing his yard to flood. Mr. Hunter further stated that the water is not flowing to the designated drainage area.

Staff went out and spoke with the homeowner and discussed the drainage issue. Water is coming from the field behind the houses on the opposite side of the street. During heavy rain events, the water is running past the catch basins on either side of the road and going down the homeowners drive into the garage.

Upon further review, we found that between the houses at 137 & 141, which are on the opposite side of the street from Mr. Hunter, the stormwater coming from the rear field and along the side yard enters the street through a curb that's been broken out intentionally so as to the water flow unimpeded to the street. In addition to flooding neighboring homes, this can be a hazard when the temperature goes below freezing.

The properties that are affected by these two (2) issues are 137, 141, 145, 149 and 144.

**Public Services - Public Works
January 2013**

The catch basin appears to have settled causing on side to be high. We will repair the curb cut and put the basin on the summer schedule.

3. **101 Beechbrook Court:** Mrs. Delphia Fardello, the property owner at 101 Beech brook Court, came into the office and requested some assistance with stormwater runoff on her property. She stated that she's having considerable amount of water runoff off from a new house construction on South Palmers Chapel and another house that recently built a detached garage. Further, Mrs. Fardello said that when we have heavy rains her basement and front yard floods. She stated that someone from Public Works came out about 1 year ago and told her there wasn't anything the City could do.

Staff went out and surveyed the property with the homeowner. It was discovered that the Mrs. Fardello had someone fill in the swale area up to and including the driveway culvert. This project will be placed on the schedule to re-establish the swale along her property and the adjoining properties so as to allow for positive drainage in the area.

Monthly Performance

	Available Hours	Total Hours
Streets & Roads	425	195
Sanitation	425	486
Facility Maintenance - PW Staff	N/A	1
Fleet Maintenance - PW Staff	N/A	11
Training	N/A	35
Vacation	N/A	107
Sick Leave	N/A	29
Emergency Call Outs	N/A	26

The above table represents the number of man hours vs. the total number of hours worked for the month of January 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

Scrap Metal	8 Tons
Yard Waste	20 Tons

Convenience Center

There was **1 citizen that paid** to utilize our Convenience Center for the month of January.

Total metal recycling revenue received for the month of January **\$1,540.30**. Total operating cost for the month of January to be determined.

Total Tonnage Disposed

	1/12	2/12	3/12	4/12	5/12	6/12	7/12	8/12	9/12	10/12	11/12	12/12	1/13	YTD
Municipal	303	253	309	297	339	297	320	329	291	322	303	234	315	3,912
Waste Mgt	9	6	15	16	42	33	11	20	20	20	5	13	5	215
Recycling	17	20	22	20	19	18	24	20	17	19	17	38	42	293

Public Services - Public Works
January 2013

Revenue Generated From Curbside Recycling Program

12/12	01/13	02/13	03/13	04/13	05/13	06/13	YTD Totals
\$571.10	\$631.95						\$1,203.05

Sanitation Enterprise Fund Totals

Number of Customers Billed	Total Billed	Total Billed YTD	Revenue Received	Revenue Received YTD
3,688	\$57,578.50	\$59,291.25	\$345,509.50	\$395,574.87

Services Provided	Total	YTD
Brush Pick Up (stops)	142	1,196
Brush Truck Load	28	155
Emergency Call Outs	5	11
Damaged Carts Replaced	10	70
New Carts for New Home Construction	21	52
Additional Cart Request	2	9
Curbs Repaired	28	664
Shoulders Repaired	21	21
Drainage Requests	0	0
Drainage Work (feet)	0	1
Potholes Repaired	0	788
Salt Usage (tons)	51	51
Signs Installed	3	14
Handicapped Pick Up	1	1
Move In Special Pick Up	402	1,317
Move Out Special Pick Up	10	37
Dead Animal Removals	4	4
Citizens requesting a pick up due to forgetting to place cart at curb after route has been completed.	40	75

Public Services - Wastewater
January 2013

Collection System Activities

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 430 pumps in the South Palmers and Sage Road areas. The completion deadline for this project is April 2013. Staff replaced 20 pumps in the month of January; which brings the total to 336 installed to date.

The motor control center and generator replacement project at the North Palmer’s Chapel lift station has been awarded and is scheduled to begin February 4th.

2. **Hobbs Project:** The surveying is complete and McGill Engineers have finished the preliminary design. Robert Allen and Cindy has begun meeting with the affected residents and business owners to give them the easement purchase information. During January they had collected approximately 20 of the 52 easements necessary. Further meetings are planned for February in an attempt to come to closure with the easement portion of the project.
3. **GIS/GEO JOBE:** Staff and Geo-Jobe has completed the information update. The GIS based work order system has been ordered and we will be moving forward with the implementation process of that module once Geo-Jobe completes the software updates for the new version. Our target date for implementation has been moved up to March 2013.
4. **Lift Stations:** McGill Engineers are finished with the design for the Meadowlark lift station rehabilitation project was bid with a bid opening date of February 19th.

We are still waiting on parts for the Wilkinson Lane and Union Road lift stations electrical motor control centers. Each station is running on one pump at this time. We have contracted with REI Concrete to install a new wall at the Portland Road lift station. Due to the weather, this project has been continually delayed.

I’ve been tracking the grinder pump replacements since January 2012 to see why we have so many pumps failures. After a discussion with E-One regarding the failures, they’ve agreed to repair the approximately 100 grinder pumps that were outside the warranty period as a gesture of good will. In addition, they’ve asked WASCON to work with staff during service calls to ensure that our repair assessments are correct. Thus far this program has produced positive results.

Wastewater Treatment

1. Flow.....0.527MGD
2. Capacity.....1.40 MGD
3. % of Plant Throughput38%
4. % of Actual & Allocated Capacity47%
5. Rainfall.....10.86”

1. **Violations:** No violations this month, all permit requirements are well below the plant limits.
2. **H2S & Ferric Sulfate:** Staff continues to monitor the carbonaceous biochemical oxygen demand (CBOD) and the total suspended solids (TSS) which will indicate any settling effects of Ferric sulfate we are feeding at the Tyree Springs Manhole, Union Road and Wilkinson Lane stations. We’ve been feeding ferric for five (7) months and the overall results are positive at the plant. The clarifiers are producing a very clear effluent. We are now feeding at a rate of twelve (12) gallons per day at the Wilkinson Lane, Union Road and Old Tyree stations due to the high levels of H2S within the system.

There are still some periodic odor problems at one or two of the air-relief valves that are situated on the southern force main. Our plan is to move the Wilkinson tank over to the Meadowlark station after construction is over. The introduction of ferric sulfate at this point should serve to mitigate the H2S in the outlying reaches of the southern force main.

**Public Services - Wastewater
January 2013**

3. **Oxidation Ditch:** The rain events precluded us from installing the second orbal. Hopefully the rain will subside and we'll be able to install the other orbal in mid to late February.
4. **UV System:** The Trojan Ultra-Violet (UV) system continues to have problems due to increased algae levels. Derek Hough is working very hard to keep the algae from building up and we are getting a below limit kill on coliform bacteria. We may be able to get by until after the headworks are installed.

After exploring several options, I have decided to do a complete rehabilitation of the existing system, which is the most cost effective method of replacing the current system.

Monthly Performance Indicators and Year-to-Date Totals

SCADA Alarms Responses

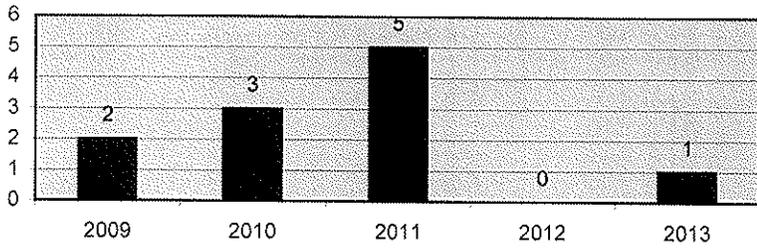
	<u>Month</u>	<u>YTD</u>
North Palmers	229	1166
Calista	85	561
Wilkinson	86	179
Portland Road	0	2
Cope Crossing	12	376
Union Road	5	137
Meadowlark	12	19
Hwy 76	2	7
Cambria	0	11
Treatment Plant	23	246
Total Responses	454	2704
TN One-Call	77	485

Month YTD

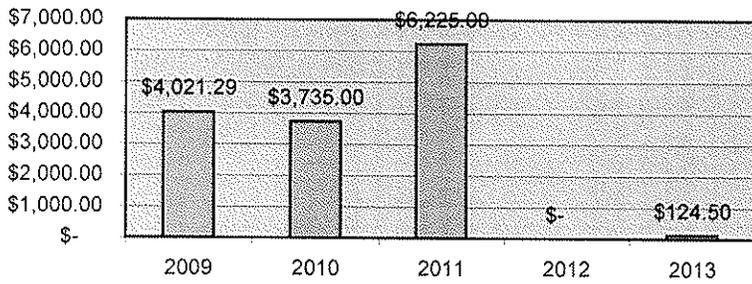
January 2013 Work Orders	0	1187
Monthly Service Requests Totals	188	3
Mainline Repairs	1	28
Service Line Repairs	5	51
E/2000 (B) to E/Extreme Change-outs	4	2
E/2000(B) to E/2000 (B) Change-outs	0	9
E/Extreme to E/2000 (B) Change-outs	0	89
E/Extreme to E/Extreme Change-outs	12	9
E/2000(B) Conversions	0	28
E/One Extreme Conversions	5	145
"Green Project" Conversions	20	574
Low Pressure Service Requests	77	57
Vacuum System Service Requests	23	4
Major Lift Station Repairs	0	1187

Planning and Codes Department
 JANUARY 2013

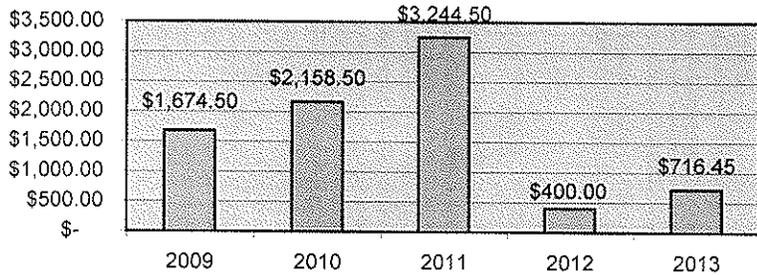
Single Family Permits



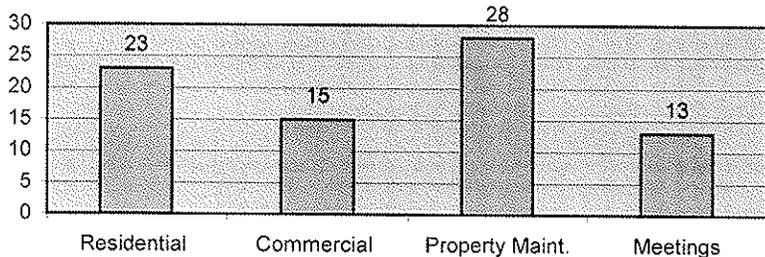
Impact Fees



Permit Fees



Inspections / Meetings



	Month	FY 12-13
MEETING AGENDA ITEMS#		
Planning Commission	3	24
Construction Appeals	0	0
Zoning Appeals	0	3
Training/Study Session	0	0
Property Maintenance	0	0
PERMITS		
Single Family Residential	1	21
Multi-Family Residential	0	2
Other Residential	2	82
New Commercial	0	0
New Industrial	0	0
Other Com/Ind	0	18
State Electrical	19	206
Sign	1	3
Occupancy Permits	2	41
Other	1	4
BUILDING INSPECTIONS		
Residential	23	228
Hours	8.08	73.66
Commercial /Industrial	15	123
Hours	16.5	66.59
CODE ENFORCEMENT		
Total Cases	21	385
Hours	6.83	60.25
Complaints Received	7	56
MEETINGS		
Administration	4	18
Hours	14	44.98
Planning	5	21
Hours	4.25	17
Codes	4	31
Hours	2.08	51.5
FEES		
Permit Fees	\$ 716.45	\$ 18,253.95
Board Review Fees	\$300.00	\$ 1,100.00
City Impact Fee	\$124.50	\$ 3,078.90
Roads	\$38.10	\$ 1,099.08
Parks	\$39.60	\$ 841.00
Police	\$28.20	\$ 692.15
Fire	\$18.60	\$ 456.67
OTHER ITEMS		
Subdivision Bonds: 23	\$	974,300.00
Builders Bonds	\$	42,866.43
Workings Days in Month		17

Parks, Recreation, & Cultural Arts Department
January 2013

Summary of Month's Activities

Mr. Jeff Lyon, afternoon deejay for 95.5 FM *The Wolf* radio station, has agreed to help the department advertise our special needs baseball program, Challenger Little League, as a free service. He also contacted 104.5 FM *The Zone* since that station is also a part of Cumulus Media, and they have agreed to advertise as well during the "Midday 180". Hopefully this will attract more people to the program and cause it to grow. Our charter with Little League is the only one in District 2 for the Challenger Division (special needs), so we feel that there is a great opportunity here for the department to positively impact the community and surrounding areas.

New Park Restroom Facility

A pre-bid meeting was held on January 29th to address questions from prospective bidders regarding the project. Bids are due on February 6th at 2:00 pm.

Decorative Security Gates

We are still working to get the security gates designed now, and feedback has been received from several people. The Director has made contact with numerous contractors and fabricators to mention that the project will be let out for bids soon.

Recreation

In our youth basketball league, the 1st & 2nd grade finished up on February 9th. The remaining age divisions will be finished by February 25th.

The men's open basketball regular season ends February 12th. The tournament will start on February 19th, and will end February 26th. We have 7 teams participating this year.

Registration for co-ed church volleyball ends February 25th. The fee is \$250/per team. Games will begin in March with Tuesday and Thursday night games.

Registration for Little League Challenger Baseball ends March 11th. The fee is \$35 for city residents and \$47 for non-residents. This Little League Baseball program is for any boy or girl between the ages of 4 and 18 that faces a mental or physical challenge. Practices will begin in March and Saturday games will begin in April. So far we have raised \$1,025 from 9 sponsors.

Registration for men's open spring softball ends March 4th. The games will begin in April with doubleheader games on Tuesdays and Thursdays. The fee is \$450/per team.

Registration for girls' volleyball ends February 25th. The fee is \$50 for residents and \$62 for non-residents. Registration will be for girls in grades 3-8. There will be a 3rd & 4th grade League, 5th & 6th grade league, and 7th & 8th grade league. Practices will begin in March and games will begin in April.

Parks Maintenance

- A small pavilion at the end of pavilion 3 was torn down due to extreme settling.
- White fences at the trailheads were cleaned.
- The fence row alongside field 8 was cleaned out and the drainage ditch was re-worked.
- Forsythia shrubs were cut back at the Tyree Springs trailhead and the Wayside.
- Preventative maintenance was performed on all 2-cycle equipment to make sure it will work properly this season. Ethanol in gasoline is detrimental to small engines so greater care is needed to ensure proper operation and equipment longevity.
- Culverts were cleaned out along the Greenway.
- Soil replacement and leveling was performed alongside the field 6 parking area.

Update on Department Goals and Objectives

On January 16th and 17th, five members of the department attended the Middle Tennessee Landscape Management Shortcourse at the Williamson County Agricultural Exposition Center. In attendance were Ashley Smith, Steven Russell, John Pentecost, Keith Futch, and Michael Travis.

Parks, Recreation, & Cultural Arts Department
January 2013

Department Highlight

We had new radio activated sensors installed at the Soccer Complex building in order to save energy. The sensors are located in both office areas and both restrooms. This system will shut the lights off automatically if no motion is detected for a pre-set time, 15 minutes in the offices and 30 minutes in the bathrooms.

Department Cost Savings Report

We purchased new toner cartridges from an online vendor for the first time this month and saved \$72 on three of them.

The scrap metal from a small pavilion that was torn down was sold for \$103 and this money was deposited into the general fund.

We purchased a new drive belt for the infield groomer from an online vendor, saving \$59 in comparison to the dealer price.

Parks, Recreation, Cultural Arts Department
January 2013

	FY					Current Year	
	2007-2008	2008-2009	2009-2010	2010-11	2011-12	Dec. 12	Jan. 13

Maintenance

Mowing Hours	1,044	1,853	1,469	1,486	1,346	0	0	756
Pounds of Grass Seed Sown	3,670	5,130	1,895	3,140	2,275	50	50	3,250
Pounds of Fertilizer Applied	6,150	9,200	4,590	8,150	2,540	0	0	5,525
Number of Trees/Shrubs Planted	57	259	11	20	39	0	0	2

Recreation

Number of Youth Program Participants	377	353	336	354	448	0	0	680
Number of Adult Program Participants	857	2,309	1,343	2,353	2,471	69	141	1,061
Number of Theatre Production Attendees	102	0	0	0	0	0	0	0
Number of Special Event Attendees	2,865	2,989	2,505	3,484	3,970	250	0	796
Total Number of Special Events Offered	8	11	17	19	17	1	0	14
Total Number of Programs Offered	23	46	38	68	78	2	6	28
Youth Program Revenue	\$22,095.25	\$25,414.98	\$27,728.00	\$29,068.00	\$29,702.00	\$122.00	\$514.00	\$ 42,036.50
Adult Program Revenue	\$15,246.25	\$19,337.35	\$9,368.25	\$14,899.65	\$19,216.05	\$465.00	\$1,220.00	\$ 10,155.90
Theatre Production Revenue	\$485.00	\$0.00	\$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	\$0.00	\$0.00	\$ 3,775.00

Administration

Number of Shelter Reservations	112	139	153	116	112	0	0	52
Hours of Shelter Reservations								
Shelter Reservation Revenue	\$3,732.00	\$4,183.00	\$4,083.00	\$3,415.00	\$ 3,396.00	\$0.00	\$120.00	\$ 1,122.00
Number of Facilities Reservations	305	256	105	63	136	28	24	163
Hours of Facility Reservations								
Facility Reservation Revenue	\$28,514.05	\$20,813.71	\$6,345.82	\$6,475.63	\$ 16,224.25	\$3,215.66	\$3,112.53	\$ 17,392.05
Misc. Revenue	\$39,729.53	\$115,858.99	\$52,032.78	\$60,991.46	\$ 56,423.35	\$2,355.16	\$22,785.96	\$ 38,011.90

Senior Center

Senior Center Participants	3,993	2,326	2,399	2,860	3,269	334	285	2,200
Number of Trip Participants	366	293	316	473	387	28	26	251
Number of Meals Participants	3,430	3,555	3,848	2,912	3,315	195	272	1,634
Number of Program Participants	1,407	1,407	587	632	4,486	379	291	2,382
Number of Trips Offered	43	31	31	42	31	2	2	15
Number of Meals Served	48	48	50	46	49	3	5	28
Number of Programs Offered	5	45	54	50	90	10	8	54

White House Inn Library & Museum
January 2013

Summary of January Activities

- The Library Board met on January 10th. Upon learning that the other five libraries in the circulation consortia (four in Sumner, one in Robertson) had decided to remain with the current circulation system, the white house library board voted to also remain in the consortia. Thus, the library will renew its circulation subscription to TLC (The Library Corporation) instead of switching to a new system.
- Also at the board meeting, the architect's initial cost for the new library building was discussed. The City Administrator explained to the library board that in order to keep the cost of the new library in the city's budget, the top floor of the library would have to be removed. The bottom floor of the library will remain the same with only the stair wells being changed to storage areas. The building will still be built in such a manner so that it can support a top floor should the need arise in the future for more expansion.
- The grant requesting State funding for the new building was sent and received by the Tennessee State Library and Archives on January 24th. Updates on its process and acceptance will be provided as they become available.
- The Children Librarian (Sherry Tackett) has decided to retire. Her last day will be February 20th. Sherry has worked at the library for 16 years. The library staff thanks her for many years of dedicated work and desire to increase children literacy here at the City of White House.

Department Highlights

The highlight for the month is the completion and submission of the State grant. This grant took over a month to complete and was almost put on hold due to the architect's first building cost estimate. By submitting the grant so early in the year, the City has a better chance of receiving the full amount of funding it requested.

Performance Measures

Official Service Area Population:	13,257	<u>Program</u>	<u>Sessions</u>	<u>Attendance</u>
Memberships:	10,628	Toddler	4	81
% of the Pop with Membership	80	Preschool	4	88
		Teen	0	0
Total Materials Available:	25,498	Adult	1	9
Est Value of Total Materials:	\$637,450	All ages	1	4
Last Month:	\$632,425	Total	10	182
Total Materials Available Per Capita:	1.92			
Last Month:	1.91	Wireless Internet Users:		98
State Minimum Standard:	2.00	Computer Internet Users:		339
		Children Computer Users:		189
		Volunteers:		10
		Total Hours:		178.2

Materials Added

Adult Fiction:	60	Services Provided by Contracting with State
Adult Non-Fiction:	14	
Child/Juvenile/Young Adult Fiction:	62	
Juvenile/Young Adult Non-Fiction:	6	
Audiobooks:	11	<u>Interlibrary Loan Service:</u> Items Borrowed: 35
Movies:	43	Items Loaned: 5
Music CDs:	4	
Total:	202	R.E.A.D.S. Statistics (Downloaded Materials)

Library Circulation

# of Check-outs:	3,318
Last Month:	4,823
Items per Patron:	2.3

<u>1st Quarter:</u>	eBooks:	305
	Audiobooks:	506
<u>2nd Quarter:</u>	eBooks:	864
	Audiobooks:	585
<u>3rd Quarter:</u>	eBooks:	528
	Audiobooks:	580
<u>4th Quarter:</u>	eBooks:	542
	Audiobooks:	695

New Memberships

Adult:	31
Senior Adult:	1
Child:	1
Student:	6
Young Adult:	3
Total:	42

Summary Financial Statement
JANUARY 31, 2013

DRAFT

Fiscal Year Time Lapse: 58.33

110 GENERAL FUND

-----Year-To-Date-----JANUARY-----

Account	Description	Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
31110	REAL & PERSONAL PROPERTY TAX (CURRENT)	1,595,850.00	1,064,434.11-	66.7	132,987.50	615,963.34-	463.2
31120	PUBLIC UTILITIES PROPERTY TAX (CURRENT)	67,034.00	0.00	0.0	5,586.17	0.00	0.0
31211	PROPERTY TAX DELINQUENT 1ST YEAR	58,000.00	18,269.76-	31.5	4,833.33	4,972.04-	102.9
31212	PROPERTY TAX DELINQUENT 2ND YEAR	20,000.00	3,346.00-	16.7	1,666.67	1,493.00-	89.6
31213	PROPERTY TAX DELINQUENT 3RD YEAR	16,000.00	2,326.00-	14.5	1,333.33	0.00	0.0
31214	PROPERTY TAX DELINQUENT 4TH YEAR	4,000.00	1,315.00-	32.9	333.33	0.00	0.0
31215	PROPERTY TAX DELINQUENT 5TH YEAR	4,000.00	1,247.00-	31.2	333.33	0.00	0.0
31216	PROPERTY TAX DELINQUENT 6TH YEAR	3,000.00	0.00	0.0	250.00	0.00	0.0
31219	PROPERTY TAX DELINQUENT - OTHER PRIOR YE	9,000.00	288.00-	3.2	750.00	0.00	0.0
31300	INT, PENALTY, AND COURT COST ON PROP TAX	60,000.00	10,208.24-	17.0	5,000.00	1,602.49-	32.0
31513	PAYMENT IN LIEU OF TAX -SEWER UTILITIES	91,342.00	53,282.81-	58.3	7,611.83	7,611.83-	100.0
31610	LOCAL SALES TAX - CO. TRUSTEE	2,020,000.00	1,214,045.14-	60.1	168,333.33	187,701.37-	111.5
31709	BEER AND LIQUOR LOCAL PRIV TAX	4,900.00	5,445.82-	111.1	408.33	5,212.50-	1276.5
31710	WHOLESALE BEER TAX	230,000.00	157,791.37-	68.6	19,166.67	21,128.73-	110.2
31800	BUSINESS TAXES	130,000.00	42,134.90-	32.4	10,833.33	2,687.91-	24.8
31911	NATURAL GAS FRANCHISE TAX	119,000.00	95,733.43-	80.4	9,916.67	0.00	0.0
31912	CABLE TV FRANCHISE TAX	95,000.00	59,278.23-	62.4	7,916.67	4,049.56-	51.2
31960	SPECIAL ASSESSMENT - LIENS	1,300.00	520.00-	40.0	108.33	0.00	0.0
31980	MIXED DRINK TAXES	9,000.00	6,859.58-	76.2	750.00	1,365.00-	182.0
32090	PEDDLER PERMIT	50.00	0.00	0.0	4.17	0.00	0.0
32209	BEER AND LIQUOR LICENSE APPLICATION FEE	800.00	1,600.00-	200.0	66.67	550.00-	825.0
32610	BUILDING PERMITS	20,000.00	17,956.00-	89.8	1,666.67	616.00-	37.0
32690	OTHER PERMITS	50.00	0.00	0.0	4.17	0.00	0.0
32710	SIGN PERMITS	950.00	250.00-	26.3	79.17	100.00-	126.3
33100	FEDERAL GRANTS	1,945,450.00	97,986.44-	5.0	162,120.83	0.00	0.0
33142	ARRA GRANT #1 - FIBER OPTIC INSTALLATION	200,417.00	75,548.13-	37.7	16,701.42	0.00	0.0
33143	ARRA GRANT #2 - CALISTA ROAD PROJECT	0.00	3,940.75-	0.0	0.00	0.00	0.0
33191	FEMA REIMBURSEMENT	70,441.00	0.00	0.0	5,870.08	0.00	0.0
33320	TVA PAYMENTS IN LIEU OF TAXES	113,523.00	58,473.00-	51.5	9,460.25	29,236.50-	309.0
33410	STATE LAW ENFORCEMENT EDUCATION GRANT	22,400.00	0.00	0.0	1,866.67	0.00	0.0
33450	LOCAL GRANT-ROB. CO. SRO	36,751.00	36,751.00-	100.0	3,062.58	18,375.50-	600.0
33460	STATE GRANT-LIBRARY TECHNOLOGY	6,100.00	0.00	0.0	508.33	0.00	0.0
33510	STATE SALES TAX	662,986.00	405,957.83-	61.2	55,248.83	57,256.38-	103.6
33520	STATE INCOME TAX	19,500.00	29,744.92-	152.5	1,625.00	79.91-	4.9
33530	STATE BEER TAX	5,230.00	2,673.29-	51.1	435.83	0.00	0.0
33553	STATE GASOLINE INSPECTION FEE	21,023.00	12,261.21-	58.3	1,751.92	1,751.16-	100.0
33593	CORPORATE EXCISE TAX	16,000.00	0.00	0.0	1,333.33	0.00	0.0
33710	COUNTY GRANT - SENIOR NUTRITION	9,500.00	9,500.00-	100.0	791.67	4,750.00-	600.0
34120	FEES AND COMMISSIONS	2,800.00	1,101.95-	39.4	233.33	300.45-	128.8
34740	PARKS AND REC LEAGUE FEES	54,000.00	57,043.88-	105.6	4,500.00	1,101.00-	24.5
34741	FIELD MAINTENANCE FEES	7,785.00	1,020.00-	13.1	648.75	0.00	0.0
34760	LIBRARY FINES, FEES, AND OTHER CHARGES	7,000.00	4,275.40-	61.1	583.33	512.20-	87.8
34793	COMMUNITY CENTER FEES	15,000.00	18,074.17-	120.5	1,250.00	3,232.53-	258.6
34900	OTHER CHARGES FOR SERVICES	9,500.00	4,801.00-	50.5	791.67	758.00-	95.7
35110	CITY COURT FINES AND COSTS	150,000.00	81,479.30-	54.3	12,500.00	11,090.66-	88.7
35130	IMPOUNDMENT CHARGES	600.00	165.00-	27.5	50.00	0.00	0.0

Summary Financial Statement
JANUARY 31, 2013

Fiscal Year Time Lapse: 58.33

110 GENERAL FUND

Account	Description	Year-To-Date			JANUARY		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
36000	OTHER REVENUES	22,500.00	4,466.70-	19.9	1,875.00	168.45-	9.0
36100	INTEREST EARNINGS	6,100.00	3,072.38-	50.4	508.33	500.16-	98.4
36210	RENT	19,275.00	5,991.93-	31.1	1,606.25	760.06-	47.3
36330	SALE OF EQUIPMENT	0.00	2,975.93-	0.0	0.00	0.00	0.0
36350	INSURANCE RECOVERIES	0.00	69.76-	0.0	0.00	0.00	0.0
36420	STADIUM RECEIPTS	6,200.00	5,128.55-	82.7	516.67	254.40-	49.2
36430	TAX REFUNDS (OVERPAYMENTS)	0.00	364.43	0.0	0.00	108.00-	0.0
36450	PARKS CONCESSIONS	6,400.00	5,809.55-	90.8	533.33	961.56-	180.3
36700	CONTRI AND DONATION FROM PRIVATE SOURCES	0.00	4,750.33-	0.0	0.00	968.00-	0.0
36960	OPERATING TRANSFER IN FROM OTHER FUNDS	130,000.00	0.00	0.0	10,833.33	0.00	0.0
Total REVENUES		8,125,757.00	3,689,029.36-	45.4	677,146.40	987,218.69-	145.8
EXPENDITURES							
41000	GENERAL GOVERNMENT	313,563.00-	173,892.68	55.5	26,130.26-	23,086.65	88.4
41210	CITY COURT	77,734.00-	39,071.51	50.3	6,477.83-	7,413.29	114.4
41500	FINANCIAL ADMINISTRATION	365,584.00-	220,241.93	60.2	30,465.31-	25,666.81	84.2
41650	HUMAN RESOURCES	137,766.00-	73,523.76	53.4	11,480.52-	10,440.84	90.9
41670	ENGINEERING	1,491,500.00-	239,448.82	16.1	124,291.67-	12,765.05	10.3
41700	PLANNING AND ZONING	268,162.00-	139,814.98	52.1	22,346.84-	16,403.51	73.4
41800	GENERAL GOVERNMENT BUILDINGS	101,308.00-	59,922.67	59.1	8,442.33-	3,574.26	42.3
41921	SPECIAL EVENTS	4,000.00-	2,313.48	57.8	333.33-	100.00-	30.0
42100	POLICE PATROL	1,025,665.00-	558,059.53	54.4	85,472.09-	72,301.07	84.6
42120	POLICE SUPPORT SERVICES	311,430.00-	162,829.84	52.3	25,952.49-	22,687.72	87.4
42150	POLICE ADMINISTRATION	187,257.00-	104,166.84	55.6	15,604.75-	9,757.21	62.5
42151	COMMUNICATIONS SERVICES	170,000.00-	90,182.68	53.0	14,166.67-	15,906.77	112.3
42200	FIRE PROTECTION AND CONTROL	1,613,297.00-	548,649.97	34.0	134,441.43-	90,633.85	67.4
42210	FIRE ADMINISTRATION AND INSPECTION	294,319.00-	178,687.80	60.7	24,526.60-	18,013.08	73.4
43000	PUBLIC WORKS	598,357.00-	380,161.17	63.5	49,863.06-	15,304.78	30.7
44310	SENIOR CITIZEN ACTIVITIES	40,066.00-	17,874.28	44.6	3,338.83-	1,947.85	58.3
44700	PARKS	257,929.00-	160,150.86	62.1	21,494.05-	18,332.23	85.3
44740	PARK MAINTENANCE	602,902.00-	193,007.21	32.0	50,241.83-	15,401.12	30.7
44800	LIBRARIES	183,342.00-	108,730.85	59.3	15,278.50-	11,366.38	74.4
44880	CHILDREN'S LIBRARY SERVICES	40,008.00-	23,138.66	57.8	3,334.00-	3,700.56	111.0
51000	MISC EXP	360,634.00-	4,000.00-	1.1	30,052.83-	0.00	0.0
58802	ARRA GRANT #1 - FIBER OPTIC INSTALLATION	450,417.00-	201,016.30	44.6	37,534.75-	2,974.50	7.9
Total EXPENDITURES		8,895,240.00-	3,670,885.82	41.3	741,269.97-	397,577.53	53.6
Total GENERAL FUND		769,483.00-	18,143.54-	2.4	64,123.57-	589,641.16-	919.5

Summary Financial Statement
 JANUARY 31, 2013

Fiscal Year Time Lapse: 58.33

120 INDUSTRIAL DEVELOPMENT FUND

Account	Description	Year-To-Date		JANUARY		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
REVENUES						
33800	LOCAL REVENUE ALLOCATIONS	43,000.00	33,504.39-	3,583.33	0.00	0.0
36100	INTEREST EARNINGS	150.00	17.73-	12.50	3.42-	27.4
	Total REVENUES	43,150.00	33,522.12-	3,595.83	3.42-	0.1
EXPENDITURES						
48000	ECONOMIC OPPORTUNITY	54,500.00-	40,813.03	4,541.67-	120.00	2.6
	Total EXPENDITURES	54,500.00-	40,813.03	4,541.67-	120.00	2.6
	Total INDUSTRIAL DEVELOPMENT FUND	11,350.00-	7,290.91	945.84-	116.58	12.3

Summary Financial Statement
 JANUARY 31, 2013

Fiscal Year Time Lapse: 58.33

121 STATE STREET AID FUND

Account	Description	Year-To-Date		JANUARY			
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
33551	STATE GASOLINE AND MOTOR FUEL TAX	273,296.00	156,654.20	57.3	22,774.67	19,917.54	87.5
36100	INTEREST EARNINGS	120.00	26.10	21.8	10.00	8.41	84.1
	Total REVENUES	273,416.00	156,680.30	57.3	22,784.67	19,925.95	87.5
EXPENDITURES							
43100	HIGHWAYS AND STREETS	256,500.00	251,850.21	98.2	21,375.00	16,566.62	77.5
	Total EXPENDITURES	256,500.00	251,850.21	98.2	21,375.00	16,566.62	77.5
	Total STATE STREET AID FUND	16,916.00	95,169.91	562.6	1,409.67	3,359.33	238.3

Summary Financial Statement
 JANUARY 31, 2013

Fiscal Year Time Lapse: 58.33

122 PARKS SALES TAX FUND

Account	Description	Year-To-Date		JANUARY			
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	Percent Of Budget	Percent Of Avg
REVENUES							
36100	INTEREST EARNINGS	900.00	152.92-	75.00	24.60-	17.0	32.8
36425	PARKS SALES TAX RECEIPTS	79,000.00	46,026.82-	6,583.33	5,692.88-	58.3	86.5
36700	CONTRI AND DONATION FROM PRIVATE SOURCES	20,000.00	20,520.00-	1,666.67	20,520.00-	102.6	1231.2
	Total REVENUES	99,900.00	66,699.74-	8,325.00	26,237.48-	66.8	315.2
EXPENDITURES							
49000	DEBT SERVICE	142,884.00-	16,308.91	11,906.99-	0.00	11.4	0.0
	Total EXPENDITURES	142,884.00-	16,308.91	11,906.99-	0.00	11.4	0.0
	Total PARKS SALES TAX FUND	42,984.00-	50,390.83-	3,581.99-	26,237.48-	117.2	732.5

Summary Financial Statement
 JANUARY 31, 2013

Fiscal Year Time Lapse: 58.33

123 SOLID WASTE FUND

Account	Description	Year-To-Date		JANUARY		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
REVENUES						
34400	SANITATION - USER FEES	682,000.00	403,671.00	56,833.33	57,555.00	101.3
36100	INTEREST EARNINGS	1,000.00	502.41	83.33	77.11	92.5
36330	SALE OF EQUIPMENT	0.00	105,000.00	0.00	0.00	0.0
36350	INSURANCE RECOVERIES	0.00	1,658.95	0.00	0.00	0.0
37794	SALE OF MATERIALS	5,000.00	6,290.85	416.67	228.30	54.8
	Total REVENUES	688,000.00	517,123.21	57,333.33	57,860.41	100.9
EXPENDITURES						
43200	SANITATION	733,084.00	391,672.51	61,090.36	19,577.39	32.0
49000	DEBT SERVICE	101,980.00	3,498.46	8,498.34	0.00	0.0
	Total EXPENDITURES	835,064.00	395,170.97	69,588.70	19,577.39	28.1
	Total SOLID WASTE FUND	147,064.00	121,952.24	12,255.37	38,283.02	312.4

Summary Financial Statement
 JANUARY 31, 2013
 Fiscal Year Time Lapse: 58.33

124 IMPACT FEES

Account	Description	Year-To-Date		JANUARY		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
REVENUES						
36100	INTEREST EARNINGS	1,000.00	218.83-	83.33	30.91-	37.1
36421	ROADS IMPACT FEES	16,000.00	1,070.04-	1,333.33	38.10-	2.9
36422	PARKS IMPACT FEES	15,000.00	801.40-	1,250.00	39.60-	3.2
36423	POLICE IMPACT FEES	11,000.00	703.57-	916.67	28.20-	3.1
36424	FIRE IMPACT FEES	7,000.00	464.29-	583.33	18.60-	3.2
	Total REVENUES	50,000.00	3,258.13-	4,166.66	155.41-	3.7
EXPENDITURES						
51010	ROADS IMPACT FEES	37,950.00-	163.85	3,162.50-	0.00	0.0
51040	FIRE IMPACT FEES	39,845.00-	1,184.83	3,320.41-	0.00	0.0
	Total EXPENDITURES	77,795.00-	1,348.68	6,482.91-	0.00	0.0
	Total IMPACT FEES	27,795.00-	1,909.45-	2,316.25-	155.41-	6.7

Summary Financial Statement
 JANUARY 31, 2013

Fiscal Year Time Lapse: 58.33

140 POLICE DRUG FUND

Account	Description	Year-To-Date		JANUARY		Percent Of Budget	Actual Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual		
REVENUES							
31610	LOCAL SALES TAX - CO. TRUSTEE	1,200.00	400.00-	33.3	100.00	75.00-	75.0
35130	IMPOUNDMENT CHARGES	400.00	0.00	0.0	33.33	0.00	0.0
35140	DRUG RELATED FINES	15,500.00	3,825.42-	24.7	1,291.67	225.15-	17.4
36100	INTEREST EARNINGS	100.00	45.51-	45.5	8.33	6.61-	79.4
Total REVENUES		17,200.00	4,270.93-	24.8	1,433.33	306.76-	21.4
EXPENDITURES							
42129	DRUG INVESTIGATION AND CONTROL	26,800.00-	22,217.03	82.9	2,233.34-	447.45	20.0
Total EXPENDITURES		26,800.00-	22,217.03	82.9	2,233.34-	447.45	20.0
Total POLICE DRUG FUND		9,600.00-	17,946.10	186.9	800.01-	140.69	17.6

Summary Financial Statement
 JANUARY 31, 2013

Fiscal Year Time Lapse: 58.33

200 DEBT SERVICE FUND (GENERAL)

Account	Description	-----Year-To-Date-----		-----JANUARY-----			
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
31110	REAL & PERSONAL PROPERTY TAX (CURRENT)	660,000.00	432,087.20-	65.5	55,000.00	251,590.66-	457.4
36100	INTEREST EARNINGS	600.00	59.97-	10.0	50.00	7.16-	14.3
	Total REVENUES	660,600.00	432,147.17-	65.4	55,050.00	251,597.82-	457.0
EXPENDITURES							
49000	DEBT SERVICE	677,722.00-	161,651.33	23.9	56,476.84-	58,719.25	104.0
	Total EXPENDITURES	677,722.00-	161,651.33	23.9	56,476.84-	58,719.25	104.0
	Total DEBT SERVICE FUND (GENERAL)	17,122.00-	270,495.84-	1579.8	1,426.84-	192,878.57-	3517.9

Summary Financial Statement
 JANUARY 31, 2013

Fiscal Year Time Lapse: 58.33

412 SEWER FUND

Account	Description	Year-To-Date		JANUARY		Percent Of Budget	Actual	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual	Budget Estimate	Avg/Mth					
REVENUES										
33191	FEMA REIMBURSEMENT	25,131.00	0.00	0.00	2,094.25	0.0	0.00	0.00	0.00	0.0
34900	BULK DISPOSAL FEE	800.00	1,650.00	206.3	66.67	22.7	0.00	0.00	0.00	0.0
36000	OTHER REVENUES	15,000.00	3,407.21	22.7	1,250.00	46.4	6.21	6.21	6.21	0.5
36100	INTEREST EARNINGS	3,200.00	1,485.27	46.4	266.67	0.0	266.37	266.37	266.37	99.9
36330	SALE OF EQUIPMENT	0.00	2,792.58	0.0	0.00	0.0	0.00	0.00	0.00	0.0
36350	INSURANCE RECOVERIES	0.00	3,491.55	0.0	0.00	0.0	0.00	0.00	0.00	0.0
36920	SALE OF BONDS	6,303,988.00	678,142.00	10.8	525,332.33	55.5	1,475.00	1,475.00	1,475.00	55.3
37210	APPLICATION FEES	32,000.00	17,750.00	55.5	2,666.67	60.0	1,400.00	1,400.00	1,400.00	152.7
37220	ADMINISTRATIVE FEES	11,000.00	5,600.00	50.9	916.67	100.8	215,128.38	215,128.38	215,128.38	103.3
37230	SEWER USER FEES	2,500,000.00	1,498,957.64	60.0	208,333.33	82.5	900.00	900.00	900.00	25.7
37298	CAPACITY FEES	42,000.00	42,325.00	100.8	3,500.00		150.00	150.00	150.00	45.0
37995	CONNECTION FEES	4,000.00	3,300.00	82.5	333.33					
Total REVENUES		8,937,119.00	2,258,901.25	25.3	744,759.92		219,325.96	219,325.96	219,325.96	29.4
EXPENDITURES										
49000	DEBT SERVICE	372,792.00	60,031.57	16.1	31,066.01	51.8	6,355.37	6,355.37	6,355.37	20.5
52117	ADMINISTRATION AND GENERAL EXPENSES	599,807.00	310,525.11	51.8	49,983.90	16.2	29,300.76	29,300.76	29,300.76	58.6
52210	COLLECTION	5,930,748.00	963,275.92	16.2	494,229.02	23.3	11,989.17	11,989.17	11,989.17	2.4
52213	SEWER TREATMENT AND DISPOSAL	915,462.00	212,961.53	23.3	76,288.52	58.3	38,213.03	38,213.03	38,213.03	50.1
52223	DEPRECIATION	618,700.00	360,908.31	58.3	51,558.33	36.4	51,558.33	51,558.33	51,558.33	100.0
58804	ARRA ASSISTANCE - SEWER REHAB PROJECT	803,988.00	292,667.40	36.4	66,999.00		0.00	0.00	0.00	0.0
Total EXPENDITURES		9,241,497.00	2,200,369.84	23.8	770,124.78		137,416.66	137,416.66	137,416.66	17.8
Total SEWER FUND		304,378.00	58,531.41	19.2	25,364.86		81,909.30	81,909.30	81,909.30	322.9

Summary Financial Statement
 JANUARY 31, 2013

Fiscal Year Time Lapse: 58.33

416 HEALTHCARE FUND

Account	Description	Year-To-Date		JANUARY		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual
REVENUES						
36000	OTHER REVENUES	0.00	283.50-	0.0	0.00	0.0
36100	INTEREST EARNINGS	300.00	203.66-	67.9	25.00	28.89-
36960	OPERATING TRANSFER IN FROM OTHER FUNDS	161,509.00	29,566.04-	18.3	13,459.08	0.00
	Total REVENUES	161,809.00	30,053.20-	18.6	13,484.08	28.89-
EXPENDITURES						
51520	INSURANCE EMPLOYERS SHARE	181,194.00-	27,082.15	14.9	15,099.50-	1,827.15
	Total EXPENDITURES	181,194.00-	27,082.15	14.9	15,099.50-	1,827.15
	Total HEALTHCARE FUND	19,385.00-	2,971.05-	15.3	1,615.42-	1,798.26

433 HILLCREST CITY CEMETERY

Summary Financial Statement
JANUARY 31, 2013

Fiscal Year Time Lapse: 58.33

Account	Description	Year-To-Date		JANUARY		Percent Of Budget	Actual	Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual			
REVENUES								
34110	GENERAL SERVICES	2,275.00	852.00-	37.5	189.58	324.00-	170.9	
34321	CEMETERY BURIAL CHARGES	150.00	0.00	0.0	12.50	0.00	0.0	
34323	GRAVE - OPENING AND CLOSING FEES	14,200.00	5,450.00-	38.4	1,183.33	250.00-	21.1	
36100	INTEREST EARNINGS	340.00	154.72-	45.5	28.33	22.03-	77.8	
36340	SALE OF CEMETERY LOTS	15,500.00	0.00	0.0	1,291.67	0.00	0.0	
	Total REVENUES	32,465.00	6,456.72-	19.9	2,705.41	596.03-	22.0	
EXPENDITURES								
43400	CEMETERIES	42,606.00-	13,555.15	31.8	3,550.51-	237.71	6.7	
	Total EXPENDITURES	42,606.00-	13,555.15	31.8	3,550.51-	237.71	6.7	
	Total HILLCREST CITY CEMETERY	10,141.00-	7,098.43	70.0	845.10-	358.32-	42.4	

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

* End of Report: CITY OF WHITE HOUSE *

RESOLUTIONS....

RESOLUTION 13-02

A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the City of White House hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED BY THE Board of Mayor and Aldermen, that there be and is hereby amended as follows:

TITLE: This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of the City of White House.

PURPOSE: The Board of Mayor and Aldermen in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

1. Provide a safe and healthful place and condition of employment that includes:
 - a. Top Management Commitment and Employee Involvement;
 - b. Continually analyze the worksite to identify all hazards and potential hazards;
 - c. Develop and maintain methods for preventing or controlling the existing or potential hazards; and
 - d. Train managers, supervisors, and employees to understand and deal with worksite hazards.
2. Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.
3. Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
4. Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.
5. Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.
6. Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.
7. Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE: The provisions of the Occupational Safety and Health Program Plan for the employees of the City of White House shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED: The Occupational Safety and Health standards adopted by the City of White House are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED: Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION: For the purposes of this resolution, the Fire Chief is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN: Sufficient funds for administering and staffing the Program Plan pursuant to this resolution shall be made available as authorized by the City of White House.

SEVERABILITY:

SECTION 2. BE IT FURTHER ORDAINED that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER ORDAINED that this resolution shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the City of White House requiring it.

Adopted this 21st day of February 2013.

Michael Arnold, Mayor

ATTEST:

Amanda Brewton, City Recorder

PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH
PROGRAM PLAN FOR THE EMPLOYEES OF THE CITY OF WHITE HOUSE

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I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of the City of White House.

This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

The GOVERNING BODY in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. COMMISSIONER OF LABOR and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. EMPLOYER means the City of White House and includes each administrative department, board, commission, division, or other agency of the City of White House.
- c. SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or DIRECTOR means the person designated by the establishing ordinance, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of the City of White House.
- d. INSPECTOR(S) means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.
- e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated

powers of appointment, employment, or removal there from for a specific department, board, commission, division, or other agency of this employer.

- f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
- h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
- k. SERIOUS INJURY or HARM means that type of harm that would cause permanent or prolonged impairment of the body in that:
 - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
 - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. GOVERNING BODY means the Board of Mayor and Aldermen
- n. CHIEF EXECUTIVE OFFICER means the City Administrator.

III. EMPLOYERS RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from and unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.

- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to insure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

IV. EMPLOYEES RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety of others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
 1. The Safety Director may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
 2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Safety Director.
 3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
 4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
 5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
 6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
 7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
 8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
 9. **The Safety Director shall, in the eventuality that there is a fatality or an accident resulting in the hospitalization of three or more employees insure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.
 1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and health of employees as set forth in this plan.
 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
 3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
 4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
 1. A specification of the standard or portion thereof from which the variance is sought.
 2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
 3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
 4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
 5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
 1. The employer
 - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
 - ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
 - iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.
 2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.

- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and click on Recordkeeping Forms located on the home page.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix I to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the record-keeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with

the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.

- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

a. Safety Director and/or Compliance Inspector(s):

1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck by/Caught In; Trench Cave In; Heat Stress and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
 - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
 - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
 - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior

to their entry into such an area and shall require use of appropriate personal protective equipment.

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will insure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this Ordinance, the Safety Director and/or Compliance Inspector(s), if appointed, are authorized:
 1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
 2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:

1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
 2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

XII. IMMEDIATE DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of immediate danger shall be handled in accordance with the following procedures:
1. The Safety Director shall immediately be informed of the alleged immediate danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
 2. If the alleged immediate danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged immediate danger location.
 3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an immediate danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
 4. The administrative or operational head of the workplace in which the immediate danger exists, or his authorized representative, shall be responsible for determining the manner in which the immediate danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
 5. The immediate danger shall be deemed abated if:
 - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
 - ii. Conditions or practices which resulted in the immediate danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
 6. A written report shall be made by or to the Safety Director describing in detail the immediate danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
1. Any refusal to abate an immediate danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
 2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:
 - 1. Issue an abatement order to the head of the worksite.
 - 2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
 - 1. The standard, rule, or regulation which was found to violated.
 - 2. A description of the nature and location of the violation.
 - 3. A description of what is required to abate or correct the violation.
 - 4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
 - 1. Oral reprimand.
 - 2. Written reprimand.
 - 3. Suspension for three (3) or more working days.
 - 4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (ordinance, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency or Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

- a. Compliance with any other law, statute, ordinance, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, ordinance, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, ordinance, or executive order, as applicable, is specifically repealed.

Signature: Safety Director, Occupational Safety and Health and Date

APPENDIX - I WORK LOCATIONS

CITY HALL
105 COLLEGE ST.
WHITE HOUSE, TN. 37188
615-672-4350

18 Full-time
5 Part-time

POLICE DEPARTMENT
303 N. PALMERS CHAPEL RD.
WHITE HOUSE, TN. 37188
615-672-4903

24 Full-time

LIBRARY
414 HWY 76
WHITE HOUSE, TN. 37188
615-672-0239

3 Full-time
4 Part-time

FIRE DEPARTMENT
120 Business Park Dr.
WHITE HOUSE, TN. 37188
615-672-5338

12 Full-time
6 Part-time

FIRE DEPARTMENT
416 Hwy 76
WHITE HOUSE, TN. 37188
615-672-9070

6 Full-time

PARKS DEPARTMENT
420 HWY 76
WHITE HOUSE, TN. 37188
615-672-2682

4 Full-time

PUBLIC WORKS
427 INDUSTRIAL DR.
WHITE HOUSE, TN. 37188
615-672-0215

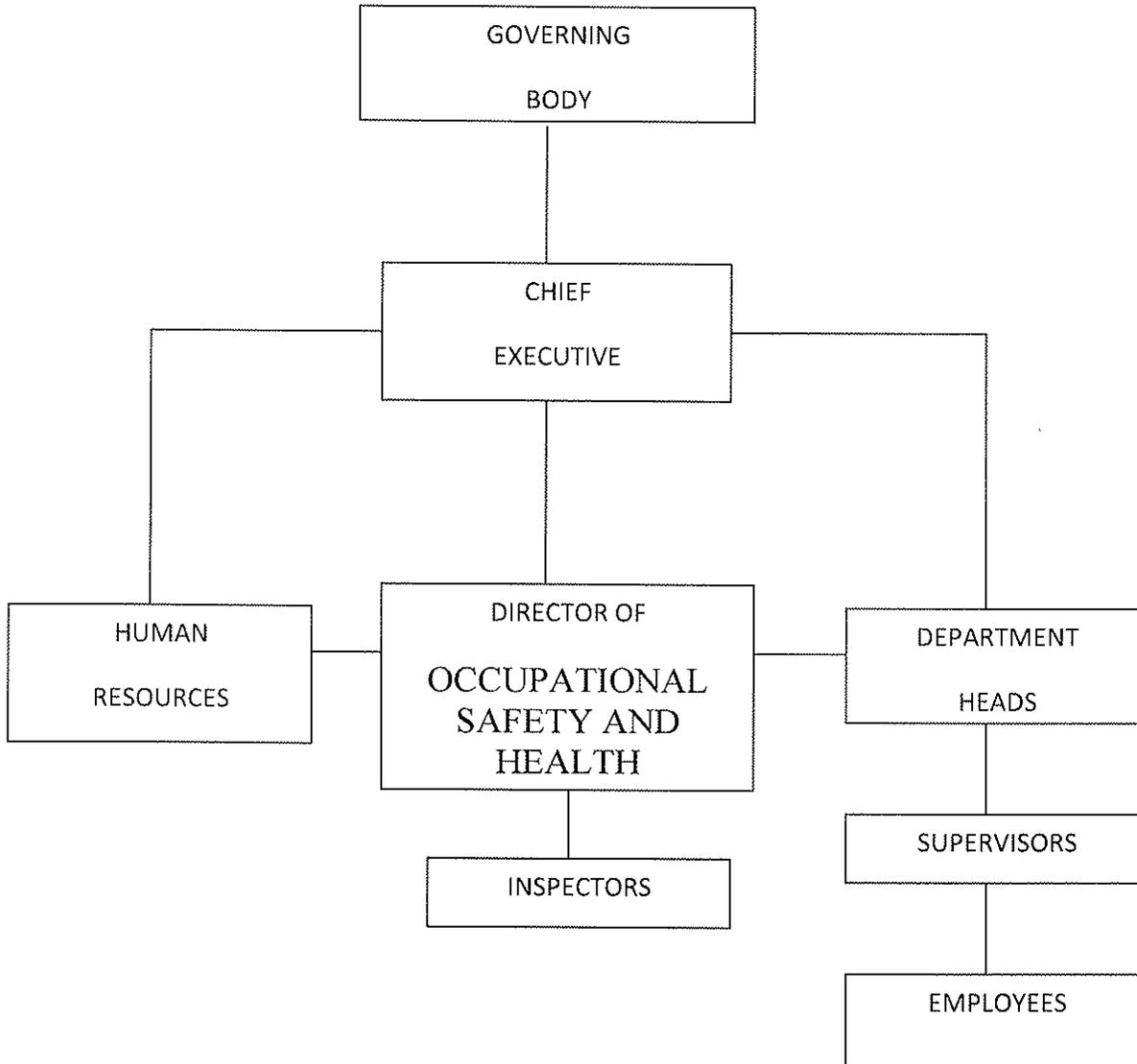
10 Full-time

WASTEWATER
725 INDUSTRIAL DR.
WHITE HOUSE, TN. 37188
615-672-3654

12 Full-time

TOTAL NUMBER OF EMPLOYEES: 104

**APPENDIX II
SAFETY AND HEALTH ORGANIZATION CHART**



APPENDIX - IV PROGRAM PLAN BUDGET

STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that the City of White House has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

APPENDIX - V ACCIDENT REPORTING PROCEDURES

- (1-15) Employees shall report all accidents, injuries, or illnesses directly to the Safety Director as soon as possible, but not later than twenty-four (24) hours after the occurrence. Such reports may be verbal or in writing. All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The Safety Director will insure completion of required reports and records in accordance with Section VIII of the basic plan.
- (16-50) Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours after the occurrence. All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will investigate the accident or illness, complete an accident report, and forward the accident report to the Safety Director and/or record keeper within twenty-four (24) hours of the time the accident or injury occurred or the time of the first report of the illness.
- (51-250) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the record-keeper.
- (251-Plus) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves loss of consciousness, a fatality, broken bones, severed body member, or third degree burns, the Safety Director will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor or the administrative head of the accident within seventy-two (72) hours after the accident occurred (four (4) hours in the event of accidents involving a fatality or the hospitalization of three (3) or more employees).

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.

NOTE: A procedure such as one of those listed above or similar information is necessary to satisfy Item Number 4 listed under PROGRAM PLAN in Section V. ADMINISTRATION, Part b of the Tennessee Occupational Safety and Health Plan. This information may be submitted in flow chart form instead of in narrative form if desired. These procedures may be modified in any way to fit local situations as they have been prepared as a guide only.

The four (4) procedures listed above are based upon the size of the work force and relative complexity of the organization. The approximate size of the organization for which each procedure is suggested is indicated in parenthesis in the left hand margin at the beginning, i.e., (1-15), (16-50), (51-250), and (251 Plus), and the figures relate to the total number of employees including the Chief Executive Officer but excluding the governing body (County Court, City Council, Board of Directors, etc.).

Generally, the more simple an accident reporting procedure is, the more effective it is. Please select the one procedure listed above, or prepare a similar procedure or flow chart, which most nearly fits what will be the most effective for your local situation. Note also that the specific information listed for written reports applies to all three of the procedures listed for those organizations with sixteen (16) or more employees.

RESOLUTION 13-03

A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, SUPPORTING A SAFE ROUTES TO SCHOOL GRANT APPLICATION

WHEREAS, there is a need to provide options that allow children to walk and/or bicycle to school safely, and Safe Routes to School programs can address these challenges through a coordinated action plan;

WHEREAS, the State of Tennessee has designated funding to develop the Safe Routes to School Program;

WHEREAS, the Safe Routes to School program uses a variety of education, engineering, encouragement, evaluation and enforcement strategies that help make routes safer for children to walk and bicycle to school, as well as strategies to increase the numbers of children that walk and/or bicycle;

WHEREAS, the Safe Routes to School program provides an annual grant opportunity of \$250,000 to support infrastructure or non-infrastructure projects that will increase the number of children who bike and/or walk to school based upon a coordinated plan;

WHEREAS, the Safe Routes to School program grant is fully supported by 100% funding and requires no local match;

WHEREAS, a coordinated effort has taken place in which the City, Robertson County Schools Transportation Department, the White House Heritage Elementary School staff and Parent Teacher Organization have developed an agreeable proposal to initiate a Safe Routes to School infrastructure project in 2013 at White House Heritage Elementary School that is in harmony with existing non-infrastructure policies and procedures;

WHEREAS, the proposed project has been developed in concert with multiple entities to include the Principal of White House Heritage Elementary School, and has support from the Robertson County Schools Transportation Supervisor; and

WHEREAS, the City will submit an infrastructure grant application to fund sidewalk, signage, roadway, and crosswalk solutions in support of a safer, more accessible, walkable community and school area;

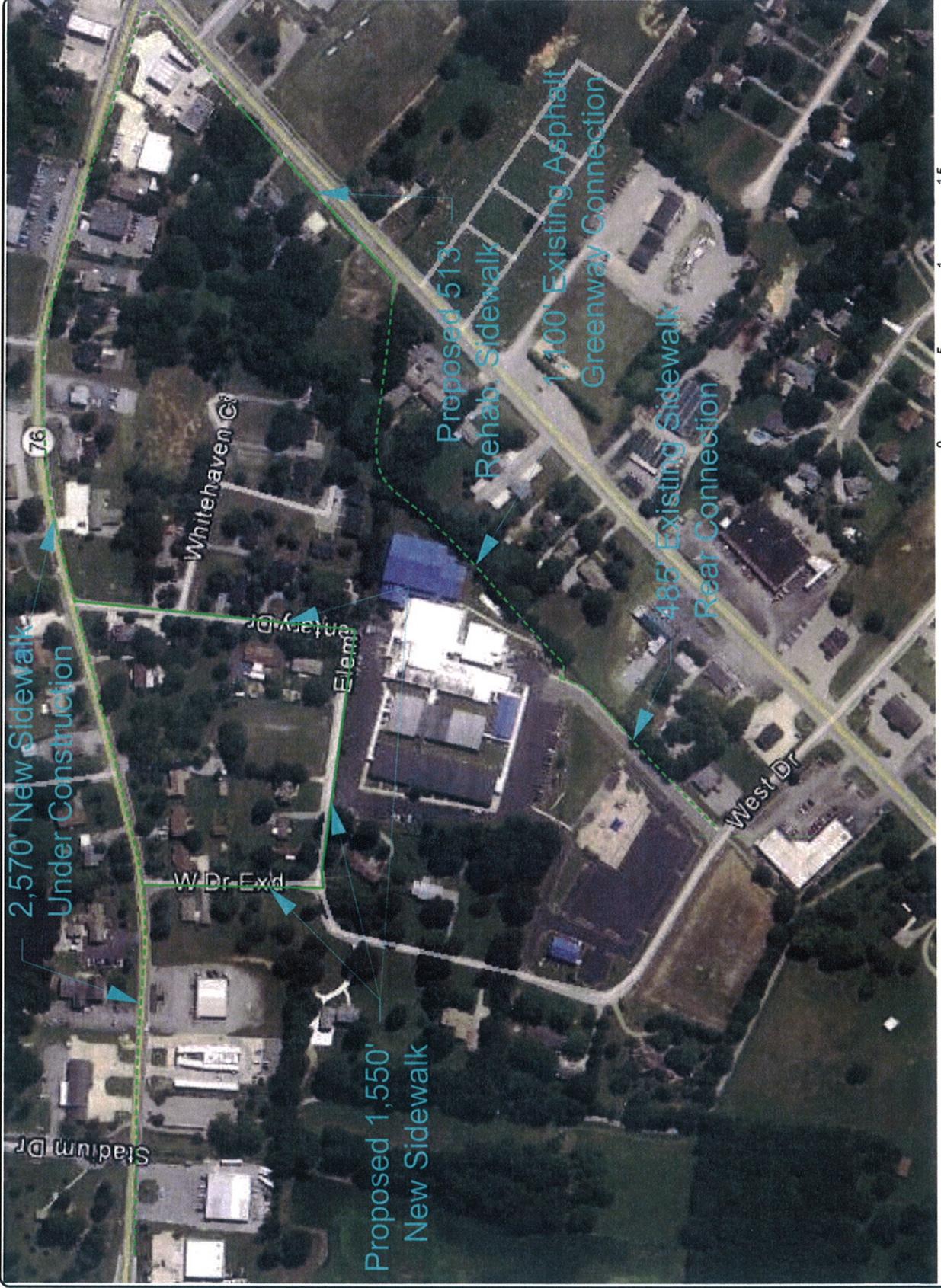
NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of White House, that the Board expresses its support for the application for a Safe Routes to School grant to fund infrastructure improvements that will support the aforementioned objectives developed for implementation at the White House Heritage Elementary School in White House and agrees to commit up to \$25,000 of funds in addition to the approved grant for the same.

Adopted this 21st day of February 2013.

Michael Arnold, Mayor

ATTEST:

Amanda Brewton, City Recorder



TDOT SAFE ROUTES TO SCHOOL
 HERITAGE ELEMENTARY SCHOOL
 WHITE HOUSE, TN
 (ROBERTSON & SUMNER COUNTIES)

NO.	DATE	BY	DESCRIPTION

PROJECT LAYOUT

DRAWN BY: JLR
 REVIEWED BY: NA

PROJECT: NA

DATE: JANUARY 15, 2013

SHEET: C2.0

PURPOSE FOR ISSUE: AGENCY REVIEW

SCALE: 1" = 150'

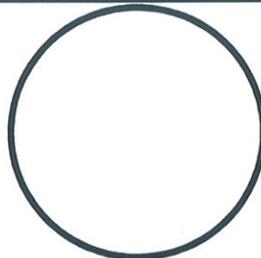


CSR
Engineering

**TDOT SAFE ROUTES
TO SCHOOL**
HERITAGE ELEMENTARY SCHOOL
WHITE HOUSE, TN
(ROBERTSON & SUMNER COUNTIES)

NO.	DATE	BY	DESCRIPTION

**2-MILE RADIUS
VICINITY**



DRAWN BY	JLR
REVIEWED BY	NA
PROJECT	NA
DATE	JANUARY 15, 2013
SHEET	C1.0



February 7, 2013

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Joe Moss, Public Services Director
Re: SRF Loan - Wastewater Treatment Plant Modifications

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

The document is the **CWSRF Project No. CG-2013-326**, entitled "**Advanced Treatment**". As you're aware, this project will address modifications and construction of key components of the wastewater treatment plant. Internally, the City's reference for this project is known as the "**Headworks**" Project.

The project is designed to install influent screens, provide for modifications to the equalization basin (EQ Basin) and install a fixed spray irrigation disposal system. The influent screens are needed to protect the existing wastewater plant equipment and to remove large solid and inorganic material prior to its introduction to the facilities' treatment processes. The EQ Basin needs to be equipped with the aeration equipment necessary to keep the basin aerobic and to reduce the odor caused by septic conditions in the basin. Additionally, the basin needs hydraulic modifications to allow for continuous operation and to provide proper mixing to prevent settling in the basin. The fixed spray irrigation disposal system will provide for disposal of 300,000 gallons per day of wastewater effluent. This system will replace the existing, inoperable, traveling spray irrigation system. This information and more details can be found in the Facilities Plan developed by Ben Simerl.

This is the final document that you will have to approve and sign before the package is submitted to the SRF Board for final project funding approval. The loan amount is \$2.0 million with a principal forgiveness of 20% or \$400,000.00. The interest rate is 1.25% with a 0.25% discount equaling a rate of 1.00% on a 20-year loan.



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

January 25, 2013

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

RE: Loan Package
City of White House (Sumner and Robertson Counties), Tennessee
CWSRF Project No. **CG2 2013-326**, Project Description – GREEN – WWTP
improvements – Advanced Treatment (Influent screens, EQ basins modifications and
new spray irrigation disposal system)

Dear Mayor Arnold:

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

If you have any questions, please contact me at (615) 532-0501 or “Bagher.Sami@state.tn.us”.

Sincerely,

A handwritten signature in black ink, appearing to read "Bagher Sami".

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

Enclosure: Loan Package

Cc: Ben Simerl, P.E., McGill & Associates (via email – ben.simerl@mcgillengineers.com)

STATE REVOLVING FUND LOAN PROGRAM
Items to be Submitted for a Loan

Technical

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

Administrative

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

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

- a. Three originals of the **Authorizing Resolution*** approving the loan recipient's request for an SRF loan
The Resolution must be approved and passed before the local government can complete the loan application process.
- b. Three originals of the **Application for Project Loan*** signed by the loan recipient's authorized representative (dated on or after the date of the Authorizing Resolution)
- c. Three originals of the **Revolving Fund Loan Agreement*** or **Amendment*** (dated on or after the date of the Authorizing Resolution) – **Includes verbiage on New Administration Fee**

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

- d. One original of the **State Revolving Fund Loan Budget/Re-budget Form*** signed by either the loan recipient's authorized representative or the consulting engineer
 - e. Three originals of the **General Certificate*** duly executed, witnessed, and sealed as required by Paragraph 9 of the Loan Agreement (dated on or after the adopted dates of the rate resolutions and the Authorizing Resolution)
 - f. One original of the **Attorney* Opinion Letter Form** as required by Paragraph 9 of the Loan Agreement (dated on or after the date on the Loan Agreement or Amendment)
 - g. One original of the **Engineer* Opinion Letter Form** (from a licensed, professional engineer or certified public accountant) as required by Paragraph 9 of the Loan Agreement (dated on or after the date on the Loan Agreement or Amendment) regarding the reasonableness of project costs, the sufficiency of user charges, and the estimated date of construction completion
3. One original of the **Representation of the Local Government as to Loans / State-Shared Taxes*** signed by the loan recipient's authorized representative
 4. One original of EPA's **Preaward Compliance Review Report*** (Form 4700-4) signed by the loan recipient's authorized representative
 5. One copy of the loan recipient's service agreement with the engineering firm

Financial

1. Audited financial statements for the most current three years and any projected financial information currently available and current executed rate structure.
2. Three originals of the existing, adopted user rate resolution or three originals of the proposed user rate resolution.

If user rates are increased in stages, a resolution must be adopted stating that the proposed rate increases are sufficient to repay the loan. The final stage of the user rate increases does not have to be implemented until the ninety percent (90%) of the Project Loan has been disbursed or completion of the construction (Initiation of Operation), whichever event occurs earlier.

AUTHORIZING RESOLUTION 13-04

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

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

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a wastewater facilities project, Department of Environment and Conservation Number **CG2 2013-326** (the "Project"), in and for the Local Government; and

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

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

NOW, THEREFORE, be it resolved as follows:

Section 1. Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of **TWO MILLION DOLLARS** (\$2,000,000) by the obtaining of a Project Loan.

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

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

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

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

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

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

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

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

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

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

Duly passed and approved this _____ day of _____, 2013.

Mike Arnold, Mayor

WITNESS:

(Affix Seal As Appropriate)

(Name and Title)

Project Description: GREEN – WWTP improvements – Advanced Treatment (Influent screens, EQ basins modifications and new spray irrigation disposal system)

The entire scope of the Project is estimated to cost: \$ 2,000,000
 Amount of State Revolving Fund Loan Requested: \$ 2,000,000
 Requested Term of Loan (not to exceed 20 years): 20

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

\$ - 0 -

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

\$ 6,375,250.90

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

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

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

Mike Arnold, Mayor

 Name and Title of Authorized Representative

 Signature

 Date

(Revised June 98)

REVOLVING FUND LOAN AGREEMENT

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

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

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

2. PROJECT

- (a) Description. A description of the Project is contained in the Application.
- (b) Funding Sources. The Local Government estimates the Project Cost to be \$2,000,000 which is expected to be funded as follows:

(1) State Revolving Fund (SRF) Loan	\$1,600,000
(2) Principal Forgiveness	\$ 400,000
(3) Local Funds	\$ 0
(4) Other Funds	\$ 0
TOTAL	<u>\$2,000,000</u>

3. LOAN

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

4. REPAYMENT OF PROJECT LOAN.

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

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

- (c) Prepayment. The Local Government, at its option, may prepay all or any portion of the Project Loan.
- (d) Principal Forgiven. A portion of the SRF funding for the Project Loan shall be forgiven by the State. The principal forgiven shall be \$400,000.
5. DISBURSEMENT OF PROJECT LOAN. Each request by the Local Government for disbursement of the Project Loan shall constitute a certification by the Local Government that all representations made in this Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Local Government or its ability to complete the Project or to repay the Project Loan plus interest have occurred since the date of this Agreement unless specifically disclosed in writing by the Local Government in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the Department and the Authority.

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

6. AMENDMENT.

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

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

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

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

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

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

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

- (1) The Local Government has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Agreement;
 - (2) This Agreement is duly executed and constitutes a valid and binding contract of the Local Government, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;
 - (3) This Agreement is not in conflict in any material way with any contracts or ordinances of the Local Government; and
 - (4) There is no litigation materially adversely affecting this Agreement or the financial condition of the Local Government.
- (c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Local Government in Paragraph 7(l);
 - (d) An opinion of a licensed engineer as to the reasonableness of the project costs and as to the estimated completion date of the Project; and
 - (e) A representation of the Local Government as to loans and state shared taxes.

10. SEVERABILITY. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions or provisions hereof.

11. NOTICES. Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

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

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

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

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

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

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

LOCAL GOVERNMENT

NAME: City of White House
(City)

BY: _____
Mike Arnold, Mayor

DATE: _____

**TENNESSEE LOCAL DEVELOPMENT
AUTHORITY**

BY: _____

TITLE: _____

MEETING APPROVAL DATE: _____

INTEREST RATE: _____

APPROVED AS TO FUNDING:

**COMMISSIONER, DEPARTMENT OF
ENVIRONMENT AND CONSERVATION**

BY: _____

DATE: _____

**COMMISSIONER OF FINANCE AND
ADMINISTRATION**

BY: _____

DATE: _____

LOAN CONDITIONS

GENERAL LOAN CONDITIONS

City of White House

CG2 2013-326

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

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

The following steps must be utilized in soliciting participation:

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

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

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

CFDA Title: Capitalization Grants for Clean Water State Revolving Funds

CFDA #: 66.458

Research and Development Award: No

Grant Number: CS470001XX

Federal Awarding Agency: Environmental Protection Agency, Office of Water

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

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

OMB Circular A-133 Audit Requirements

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

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

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

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

SPECIAL LOAN CONDITIONS

NONE

LIST OF CLOSING DOCUMENTS RELATED TO LOAN AGREEMENT

Copy of the Local Government's Application for Project Loan

Loan Conditions

Budget Sheet

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

Legal Opinion of Counsel to Local Government

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

Representation as to Loans and State Shared Taxes

EXHIBIT A

FEDERAL LAWS AND EXECUTIVE ORDERS

ENVIRONMENTAL:

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

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

Endangered Species Act PL 93-205, as amended.

Environmental Justice, Executive Order 12898.

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

Protection of Wetlands Executive Order 11990.

Farmland Protection Policy Act, PL 97-98.

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

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

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

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

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

ECONOMIC AND MISCELLANEOUS AUTHORITIES

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

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

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

Debarment and Suspension, Executive Order 12549.

SOCIAL POLICY AUTHORITIES

Age Discrimination Act, PL 94-135.

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

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

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

Equal Employment Opportunity, Executive Order 11246.

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

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



DEPARTMENT OF ENVIRONMENT AND CONSERVATION
STATE REVOLVING FUND LOAN PROGRAM

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

City of White House
105 College Street
White House, TN 37188

STATE REVOLVING FUND -
BUDGET/BID/BORROW
PROJECT # CQZ 2013-238

CLASSIFICATIONS OF COSTS	x	y	z	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)-(12)	(13)-(14)	(15)
(a) Administrative & Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(b) Land Costs, Appraisals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(c) Planning Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(d) Design Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(e) Engineering Basic Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(f) Other Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(g) Project Inspection Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h) Construction and Project Improvement Costs														
(h1)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h2)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h3)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h5)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h7)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h8)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(i) Miscellaneous Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(k) Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ENGINEER'S OR AUTHORIZED REPRESENTATIVE'S SIGNATURE

DATE

*Applicable only to budget revisions
**Only items indicated with original signature will be processed
NOTE: Additional columns may be added, if necessary, to accommodate additional funding sources
Form Revised 5-2007

GENERAL CERTIFICATE

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

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

IN WITNESS OF THE CERTIFICATE, the undersigned has executed this certificate and affixed the seal, if any, of the Local Government on this _____ day of _____, 2013.

S-E-A-L

Mike Arnold, Mayor

ATTEST:

Name

Title or Office

(Please type on City Attorney's letterhead)

Date (On or after date Loan Agreement signed)

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

RE: City of White House
Loan # CG2 2013-326

Dear Madam/Sir:

I am the City Attorney for White House, Tennessee, and I have reviewed the Revolving Fund Loan Agreement for the above referenced project (the "Agreement") in the amount of \$2,000,000. Pursuant to provisions of Paragraph 9 of the Loan Agreement, you have requested that the City of White House furnish you with my opinion as to certain matters. It is my opinion that:

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

Sincerely,

Name, Title
Firm

(Please type on Engineer's letterhead)

Date (On or after date Loan Agreement signed)

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

RE: City of White House
Loan #CG2 2013-326

Dear Madam/Sir:

We are the consulting engineers for the City of White House, Tennessee. Pursuant to Paragraph 9 of the Revolving Fund Loan Agreement in the amount of \$2,000,000 to finance the above referenced project. You have requested that the City of White House furnish you with our opinion as to certain matters. We are of the opinion:

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

Sincerely,

Name, Title
Firm

PROJECT SCHEDULE

City of White House, CG2 2013-326

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

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

General

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

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

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

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

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

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

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

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

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

Items

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

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

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

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

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

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

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

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

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

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

"Burden Disclosure Statement"

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

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

**REPRESENTATION OF THE LOCAL GOVERNMENT
AS TO LOANS AND STATE-SHARED TAXES
City of White House CG2 2013-326**

The Local Government hereby represents that:

(1) The total amount of State-Shared Taxes received by the Local Government in the prior fiscal year of the State is \$1,099,760.

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

Loan Type	Loan #	Loan Amount	Principal Forgiven	Max. Annual Debt Service
CWSRF	SRF 09-246	\$600,000	\$400,000	\$35,645
CWSRF	SRF 10-256	\$360,000	-	\$21,324
CWSRF	SRF 11-278	\$775,200	\$193,800	\$46,536
CWSRF	SRF 12-308	\$500,000	-	\$27,588
CWSRF	CG1 12-302	\$3,600,000	\$400,000	\$198,672

(b) The maximum aggregate annual debt service is \$ 329,765.

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

Loan Type	Anticipated Interest Rate	Loan Amount	Principal Forgiven	Anticipated Max. Annual Debt Service
SRF/Sewer	0.75%	\$2,000,000	\$400,000	\$86,175

(b) The anticipated maximum aggregate annual debt service is \$86,175.

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

Type of Obligation	Identifying #	Loan Amount	Principal Forgiven	Max. Annual Pledge of State-Shared Taxes
	None			

(b) The anticipated maximum aggregate annual pledge of State-Shared Taxes pursuant of other obligations is \$ None.

- (5) The amount of Local Government indebtedness (Subparagraphs (2)(b), (3)(b), and (4)(b) having a lien on the State-Shared Taxes referred above is \$415,940.
- (6) The amount set forth in (1) less the amount set forth in Paragraph (5) is \$683,820.

Duly signed by an authorized representative of the Local Government on this _____ day of _____, 2013.

This is the Comptroller's certificate as required by TCA 4-31-108. The approval of the loan(s) is contingent upon the approval by the Tennessee Local Development Agency.

LOCAL GOVERNMENT

Acknowledged by: _____
Mike Arnold, Mayor

RESOLUTION 13-05

A RESOLUTION FOR THE CITY OF WHITE HOUSE, TENNESSEE, ACCEPTING THE ROBERTSON COUNTY HAZARD MITIGATION PLAN DOCUMENT.

WHEREAS, the Robertson County Hazard Mitigation Plan is intended to provide a strategy for developing actions that help reduce long-term risks to people and property from natural hazard events in Robertson County; and

WHEREAS, the Robertson County Hazard Mitigation Plan has been approved pending formal adoption by the Tennessee Emergency Management Agency and the Federal Emergency Management Agency for meeting the criteria stated in 44 CFR 201;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of White House, Tennessee, that the City of White House accepts and adopts the Robertson County Hazard Mitigation Plan and assigns maintenance coordination to Robertson County Emergency Management.

PASSED AND ADOPTED by the Board of Mayor and Aldermen of the City of White House, Tennessee, on this 21st day of February 2013.

Michael Arnold, Mayor

ATTEST:

Amanda Brewton, City Recorder

February 14, 2013

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Elizabeth Kozlowski, Library Director
Re: Food for Fines

The White House Inn Library and Museum would like to participate in a program that many libraries across the country are now actively involved in which is: waiving fines in exchanged for can goods. This program is beneficial in two ways. First, it helps out those in need in the community. Second, it is known to increases the amount of overdue books being returned to the library. The cost of replacing the never returned books would be far greater than the amount of fines that are waived. Thus, it saves the library more money in the long run and provides patrons a chance to clear their account if they are struggling financially.

The Library would like to hold this week long program twice every year: once during national library week in April and again during the week before Thanksgiving. Each can good that is brought into the library will replace one dollar in fines. The cans will not be accepted if they are dented, expired, or do not have the can label intact. These can goods cannot be used to pay a 10 dollar non-resident fee or for a book/item that is still checked out on a patron's account. The item must be returned or replaced by the patron before can goods will go towards waiving the fine on the overdue item. All receipts that show the waived fines will be kept for auditing purposes.

RESOLUTION 13-06

A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, APPROVING A FOOD FOR FINES PROGRAM FOR THE WHITE HOUSE INN LIBRARY.

WHEREAS, the Board of Mayor and Aldermen desires to establish a Food for Fines program for the White House Inn Library;

NOW, THEREFORE, the Board of Mayor and Aldermen of the City of White House do hereby establish by resolution the following:

A Food for Fines program in which White House Inn Library fines are waived in exchange for canned goods during the National Library Week in April and the week before Thanksgiving annually.

Adopted this 21st day of February 2013.

Michael Arnold, Mayor

ATTEST:

Amanda Brewton, City Recorder

ORDINANCES....

January 28, 2013

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Reed Hillen, Planning and Codes Director
Re: Zoning Ordinance Change

The White House Planning Commission on Monday January 14, 2013 recommended amending the Zoning Ordinance regarding Article IV Section 4.070 J Table 1. The referenced table is attached. The text that is struck through on the "Awning / Canopy Sign" row will be removed from the Zoning Ordinance.

ORDINANCE 13-02

AN ORDINANCE AMENDING THE CITY OF WHITE HOUSE, TENNESSEE MUNICIPAL ZONING ORDINANCE BY AMENDING ARTICLE IV, SECTION 4.070 J TABLE 1, SIGNAGE AREA AND HEIGHT.

WHEREAS, the City of White House, Tennessee desires regulating land use including accessory residential buildings and uses within the corporate limits of White House, Tennessee by regulating residential uses to limit the commercial use of properties to prevent issues in residential zoning districts,

WHEREAS, the White House Municipal Planning Commission at the January 14, 2013 Meeting duly recommended to the Board of Mayor and Aldermen that the Official Zoning Ordinance of the City of White House, Tennessee, be amended as hereinafter described; and

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

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

Article IV Supplementary Provisions Applying to Specific Districts
SECTION 4.070 Standards for Signs
ITEM# J Table 1 Signage Area and Height

4.070 J Table 1 Signage Area and Height

Building Signs	
Commercial/Industrial Zoning Districts	
Wall/Marquee Sign	
Building Sq ft	
50,000 (-)	10% of building Frontage on which the sign(s) are to be installed.
50,001 - 150,000	7.5 % of building frontage on which the sign(s) are to be installed.
150,001 (+)	5% of building frontage on which the sign(s) are to be installed
Projecting Sign	1 square foot of sign area per 2 linear feet of building frontage on which the sign (s) are to be attached up to a maximum of 12 square feet in area. The top of all projecting signs shall be located below the roofline and a height not greater than 16 feet above the ground. The base of all projecting signs shall no less than 8 feet above the ground. Projecting signs shall not project from the exterior wall of a building more than 4 feet.
Awning / Canopy Sign	1 square foot per 2 linear feet of awning or canopy up to a maximum of 16 square feet in area. No awning or canopy sign shall extend above the top of the awning or canopy
Reader Board	Maximum area on a wall sign shall be 20% of the wall area or 20 sq ft in area, which ever is less, of the area of wall/marquee sign (s) and be under the same requirements of the wall/marquee signs. The reader board cannot be above the primary area of the wall/marquee sign.

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: February 21, 2013

Second Reading: March 21, 2013

Michael Arnold, Mayor

ATTEST:

Amanda Brewton, City Recorder

FINANCE....

February 14, 2013

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Elizabeth Kozlowski, Library Director
Re: Technology Grant

I recommend that the board approve the 2013 LSTA Technology Grant. This grant is a matching grant to which the City has already budgeted for in this fiscal year. The grant will provide \$1,818 to the White House Library which will be used to replace an old black and white copier and five patron computers. The new copier will allow patrons to print in both black and white and in definition color. Our current computers are over five years old and no longer have a warrantee. The new computers purchased with this fund will allow for more updated software to installed, faster response speed, and will come with a four year warrantee. Also, all of this equipment can be easily moved and will still be under warrantee when the new library is built.

Tre Hargett, Secretary of State

State of Tennessee



Tennessee State Library and Archives
403 7th Avenue North
Nashville, TN 37243-1409

Charles Sherrill
State Librarian and Archivist

615-741-7996
Chuck.Sherrill@tn.gov

January 14, 2013

Elizabeth Kozlowski, Director
White House Inn Library
412 Highway 76
White House, TN 37188

Dear Project Manager/Director,

Enclosed please find the Grant Agreement between the Department of State, Tennessee State Library and Archives, and the White House Inn Library. The contract will need to be signed by either the chair of the board, a member of the board that has fiscal authority, or your city/county mayor. We will not be able to process a contract signed by the Project Manager, Library Director, or a member of the library staff.

Please obtain the required signatures and mail the original signed contract, substitute W-9, Automated Clearing House form, and a voided check or deposit slip for the account you would like the funds deposited into to Jennifer Cowan-Henderson at the Tennessee State Library and Archives at your earliest convenience.

Sincerely,

A handwritten signature in cursive script that reads "Charles A. Sherrill".

Charles A. Sherrill
State Librarian and Archivist

Instructions for Retrieval of Grant Funds

Once all documents have been received and the proper signatures obtained, your contract will be input into our payment system. After input into the State payment system, your funds will be available for reimbursement. A copy of your fully signed contract will be returned to you.

To request reimbursement, please fax or e-mail your invoice to Raye Ann Simmons. Fax: 931-528-3311, e-mail address (rayeann.simmons@tn.gov). Your reimbursement request will be processed and payment should be deposited into the account you designated in your ACH form within 5-7 business days.

Each invoice will be reimbursed up to half of the total amount, depending on how much is remaining in your grant amount. This is due to the grant being a 50/50 matching grant. As payments are processed, you will receive an updated financial sheet reflecting the invoices received up to that point, and what is remaining. This is being provided to allow you to verify that all invoices sent have been processed, and as a check against your grant tracking.

All invoices must have dates between December 1, 2012 and May 31, 2013.

Reporting

As we will be providing financial reporting to you, we will not require an additional financial report from you. The reports that will be required are:

- User report
- Installation report

These reports will be sent to you with your fully executed contract and will be due by July 15, 2013, and can be sent via fax, e-mail, or postal mail.

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF THE SECRETARY OF STATE,
TENNESSEE STATE LIBRARY AND ARCHIVES
AND
WHITE HOUSE INN LIBRARY**

This Grant Contract, by and between the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives, hereinafter referred to as the "State" and White House Inn Library, hereinafter referred to as the "Grantee," is for the provision of personal computers, peripherals, networking equipment, and/or library management software, 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. The Grantee will use funds to purchase computers for use by library patrons and staff; library management software for increased efficiency in access to library collections and services; networking equipment; and/or peripheral computer devices and software for library use.
- A.3. The Grantee will follow the Hardware Standards grant guidelines when purchasing computer and peripheral hardware. Desktop computer purchases will meet or exceed the minimum requirements as designated in Platform 1-1 for the low-bid desktop on http://tss.state.tn.us/3Q08%20Refresh_desktop_homepage.html. Laptop computer purchases will meet or exceed the minimum requirements as designated in Platform 1 for the low-bid notebook on <http://www.tss.state.tn.us/PS-Group%20%20Notebook%20Portal.html>.
- A.4. The Grantee will use computer devices and/or software purchased with grant funds to offer additional services to library patrons or to increase the efficiency of current services.
- A.5. The Grantee agrees to maintain adequate funding for the proper maintenance and support for hardware purchased with grant funds.
- A.6. The Grantee agrees to allow onsite visits by Tennessee State Library and Archives personnel to monitor use of grant funds.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning December 1, 2012, and ending on June 30, 2013. 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 One Thousand Eight Hundred Eighteen Dollars (\$1818.00). The Grant Budget, attached and incorporated hereto as Attachment One, 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:

Jennifer Cowan-Henderson
Tennessee State Library and Archives
403 7th Avenue North
Nashville, TN 37243

- 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: Office of the Secretary of State, Tennessee State Library and Archives.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee 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. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

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. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. 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 (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- c. 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.
- d. 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.
- e. 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 and 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 there from, 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:

Jennifer Cowan-Henderson, Bibliographic Services Coordinator
Tennessee State Library and Archives
403 Seventh Avenue North
Nashville, TN 37243
Jennifer.Cowan-Henderson@tn.gov
Telephone # 615-585-6029
FAX # 615-532-9904

The Grantee:

Elizabeth Kozlowski, Director
White House Inn Library
412 Highway 76
White House, TN 37188
ekozlowski@cityofwhitehouse.com
Telephone # 615-672-0239

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. 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. 7. Grantee Participation. Grantee Participation amount(s) 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."

GRANT BUDGET				
Library Name: White House Inn Library				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 12/01/2012 END: 06/30/2013				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4. 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	1818.00	1818.00	3636.00
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
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	1818.00	1818.00	3636.00

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.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

IN WITNESS WHEREOF,

WHITE HOUSE INN LIBRARY:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

CHARLES A. SHERRILL, STATE LIBRARIAN AND ARCHIVIST

DATE

TENNESSEE DEPARTMENT OF STATE, OFFICE OF THE SECRETARY OF STATE

TRE HARGETT, SECRETARY OF STATE

DATE

TH



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)**

NAME _____

Federal Identification Number or Social Security Number _____
(under which you are doing business with the State)

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) (select type of account) _____ CHECKING or _____ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or one of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

Have you ever received payments from the State through ACH? _____ (Yes or No). If yes, do you intend for this account information to replace existing account information currently used by the State? _____ (Yes or No). If yes, please specify account that should be changed: ABA No. _____ Account No. _____. Is this authorization only for certain types of payments? YES (Yes or No). If yes, please indicate types:

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank official contacted: _____ Phone No. _____

DEPOSITORY/BANK NAME _____ BRANCH _____
CITY _____ STATE _____
ACH TRANSIT / ABA NO. _____ ACCOUNT NO. _____
NAME(S) _____
(Please print names of authorized account signatory)

DATE _____ SIGNED: _____
DATE _____ SIGNED: _____

PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP):

PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE ADVICES
ROUTED WHEN PAYMENTS ARE PROCESSED:

Contact name: _____
Telephone No.: _____

<p>FOR STATE USE ONLY: CONTACT AGENCY -- _____ CONTACT PERSON -- _____ PHONE NUMBER -- _____</p>
--

SUBSTITUTE W-9 FORM
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

1. Please complete general information:

Taxpayer Name _____ Phone Number _____
Business Name (if applicable) _____
Address _____
City _____ State _____ ZIP Code _____

2. Circle the most appropriate category below: (please circle only one)

- 1) Individual (not an actual business)
 - 2) Joint account (two or more individuals)
 - 3) Custodian account of a minor
 - 4) a. Revocable savings trust (grantor is also trustee)
b. So-called trust account that is not a legal or valid trust under state law
 - 5) Sole proprietorship (using a social security number for the taxpayer ID)
 - 6) Sole proprietorship (using a federal employer identification number for taxpayer ID)
 - 7) A valid trust, estate, or pension trust
 - 8) Corporation
 - 9) Association, club, religious, charitable, educational, or other non-profit organization (for entities that are exempt from federal tax, use category 13 below)
 - 10) Partnership
 - 11) A broker or registered nominee
 - 12) Account with the US Department of Agriculture in the name of a public entity that receives agricultural program payments
 - 13) Government agencies and organizations that are tax-exempt under Internal Revenue Service guidelines (i.e., IRC 501(c)3 entities)
-

3. Fill in your taxpayer identification number below: (please complete only one)

- 1) If you circled number 1-5 above, fill in your Social Security Number.

_____ - _____ - _____

- 2) If you circled number 6-13 above, fill in your Federal Employer Identification Number (EIN).

_____ - _____

4. Sign and date the form:

Certification - Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number. If I circled category 13 above, I also certify that my agency or organization is tax-exempt per Internal Revenue Service guidelines and not subject to backup withholding.

Signature _____ Date _____

Title (if applicable) _____

February 7, 2013

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Joe Moss, Public Services Director
Re: Request to Award Coatings Bid

On this date, February 7, 2013, I am requesting that the Mayor and Board of Alderman approve and award the "COATINGS & MANHOLE RESTORATION" bid to CTR Coatings.

This bid is for sealing identified manholes, lift stations and the following specific projects:

1. **North Palmers Air Vacuum Station** – sandblast, prime and seal wastewater receiving tank and associated piping gallery. The receiving tank has severe rust along the underbelly of the tank and appears to be an outside/in deterioration.
2. **Calista Air Vacuum Station** - sandblast, prime and seal wastewater receiving tank and associated piping gallery. The receiving tank has severe rust along the underbelly of the tank and appears to be an outside/in deterioration.
3. **Wilkinson Lane Lift Station** – high-pressure cleaning of the wetwell, repair as required and seal and coat manhole.

The above listed projects have a combined cost of approximately \$60,000.00. Although the bid tabulation shows \$29,191.00 each for the vacuum stations, we do not anticipate coating the receiving tank interior. Therefore, we will have \$10,000.00 deduct from the contractor. The projects are on the 2013/2014 CIP Schedule.

Due to the technical nature of these specifications, I had McGill Engineers prepare the bid documents for the City. The bids (2) were reviewed by Eric Freeman at McGill. Eric stated that, "the Castagra Ecodur (Fisher) coating is a shotcrete manhole coating system that includes an epoxy admixture. The listed warranty for this coating is 1-year while the Spectra-shield (CTR) system is 15-years, which also has a full replacement warranty. The two lining systems are just not equivalent and that's why you see such a disparity in price and installation/prep time".

Therefore, I'm recommending that the Board award CTR Coatings the coatings contract for a period of three (3) years.

Should you have any questions regarding this contract award request, please call me at 406-0177.

Coatings and Manhole Restoration

BID# 12-1014WW	CTR Coatings	Fisher Epoxy Solutions, Inc
COATINGS AND MANHOLE RESTORATION	7324 Morton View LN	101 West Kingston Springs Rd
OPENING: Jan. 8, 2013 @ 10:00 a.m.	Powell, TN 37849	Kingston Springs, TN 37082
SPECIFICATIONS:	Unit Cost	Unit Cost
PER BID SCHEDULE--3 Projects and 1 Ongoing project		
Project #1--Calista Road Vacuum Station	\$29,191.00	\$10,875.00
Project #2---North Palmers Chapel Vacuum Station	\$29,191.00	\$10,875.00
Project #3---Wilkinson Lane Lift Station	\$16,465.00	\$14,152.00
Ongoing Project--Lift Station Wetwell and/or Manole Restoration	\$16,465.00	\$208.00 per Vertical Ft.
	\$26.00 for wetwell per sq ft	
	\$220.00 for manholes per linear ft	
Delivery		
Totals		

February 7, 2013

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Joe Moss, Public Services Director
Re: Request to Reject Pump Bids

On this date, February 7, 2013, I am requesting that the Mayor and Board of Alderman reject the WASTEWATER PUMP & EQUIPMENT SUPPLY CONTRACT bid that was let on November 13, 2012.

After reviewing the bid submittals, I purchased two (2) pumps each from the vendors for testing purposes. Both vendors took a longer than expected lead time to provide the test pumps. However, once we received the pumps and associated appurtenances, I had staff install the pumps in commercial applications to test for the following:

1. Ease of placing the pumps into our existing basins;
2. How well the electrical connections matched our existing control panels;
3. Pumping efficiencies.

After careful consideration I have determined that the specifications for the test pumps that were submitted by the vendors vary too much and therefore warrant my rejection of the bids.

I will refine the specifications and put the package out for bid next month.

Should you have any questions regarding this request, please call me at 406-0177.

January 28, 2013

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Reed Hillen, Planning and Codes Director
Re: Subdivision and Street Acceptance

The White House Planning Commission on Monday January 14, 2013 recommended accepting the roadway, street lights, and drainage improvements on the phase-two section of Springbrook Blvd. and Ravenwood Ct. with a one-year \$ 8,200 Maintenance Bond. Secondly, given review of background information concerning the remaining sidewalks, staff recommends accepting the development and removing the requirement to install the sidewalks in front of lots 201 and 202 as shown on the plat. The City Attorney has reviewed this possibility and concurs this adjustment is a minor adjustment to the plat and within the authority of this Commission.

February 13, 2013

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Ashley Smith, Director of Parks and Recreation
Re: Restroom Facility for the Municipal Park (Bid 13-1001PK)

Three bids for the Municipal Park Restroom Facility were received on February 6th. The bid tabulation is included following this memo. The budgeted amount for the project was \$180,000 less \$20,000 for A+E, leaving \$160,000 for construction. The lowest base bid was \$275,000 but by accepting 5 out of 6 deduct items the total is \$264,160. Deduct alternate 3 would not result in a net savings.

The City Administrator and I discussed and weighed several options. The Parks and Recreation Department has \$10,000 budgeted in the CIP for a soccer complex video surveillance system that can be postponed, and there are savings from other capital projects that have come in under budget that can make up the additional cost. The recommendation is for approval of Showalter Construction for \$264,160.

RESTROOM FACILITY AT MUNICIPAL PARK

BID# 13-1001PK	Showalter Construction	Keystone Construction	Olympian Construction
RESTROOM FACILITY @ MUNICIPAL PARK	3027 Hwy. 31W	2112 Hollywood Dr	189 Center Point Rd South
OPENING: February 6, 2013 @ 2:00 p.m.	White House, TN 37188	Jackson, TN 38305	Hendersonville, TN 37075
SPECIFICATIONS:	Unit Cost	Unit Cost	Unit Cost
Restroom facility			
Base Bid	\$275,000.00	\$329,000.00	\$305,500.00
Deduct Alternates			
Alternate 1--Provide fir mntd W/C in place of the wall-hung units indicated	\$1,540.00	\$0.00	\$1,800.00
Alternate 2--Provide gyp. Bd. Clgs. In both tl. Rooms in place of wood indicated	\$3,000.00	\$1,000.00	\$0.00
Alternate 3--Omit the installation of the new 2" supply line to within 5' of bldg	\$3,000.00	\$4,772.00	\$8,450.00
Alternate 4--Provide insul. Glass in place of Lexan lites indicated	\$750.00	\$400.00	\$875.00
Alternate 5--Provide HDPE tl. Partitions in place of the s. stl indicated	\$2,500.00	\$2,500.00	\$2,530.00
Alternate 6--Provide manually operated faucets and flushvalves in place of the automatic units indicated	\$3,050.00	\$3,129.00	\$4,608.00
TOTAL WITH ALL ALTERNATES DEDUCTED	\$261,160.00	\$317,199.00	\$287,237.00
Delivery	120 DAYS	180 DAYS	84 DAYS

February 14, 2013

M E M O R A N D U M

To: Board of Mayor and Aldermen
From: Gerald Herman, City Administrator
Re: Employee Insurance Options

At the recommendation of our healthcare broker, Hylant Group, Inc., I am recommending that you approve the Cigna plan for medical coverage and continue with our current Delta Dental plan for our dental coverage.

Please do not hesitate to contact me at 672-4350, ext. 2105 if you have any questions.



City of White House, Tennessee
Medical / Prescription Drug Benefit Summary and Cost Comparison
Proposed Effective Date: April, 2013

	BlueCross BlueShield of TN - Renewal	CIGNA - Option A	United HealthCare - Option B	United HealthCare - Option C
DEDUCTIBLE				
In-Network	\$500 / \$1,000	\$500 / \$1,000	\$500 / \$1,000	\$500 / \$1,500
Non-Network	\$1,000 / \$2,000	\$1,000 / \$2,000	\$1,000 / \$2,000	\$1,000 / \$3,000
COINSURANCE				
In-Network	80%	80%	80%	80%
Non-Network	60%	60%	60%	60%
OUT-OF-POCKET MAXIMUM				
In-Network	\$2,500 / \$5,000	\$2,500 / \$5,000	\$2,000 / \$4,000	\$3,000 / \$6,000
Non-Network	\$7,500 / \$15,000	\$7,500 / \$15,000	\$4,000 / \$8,000	\$6,000 / \$12,000
PRIMARY CARE OFFICE				
In-Network	\$20 co-pay	\$20 co-pay	\$25 co-pay	\$25 co-pay
Non-Network	60% after deductible	60% after deductible	60% after deductible	60% after deductible
SPECIALTY CARE OFFICE				
In-Network	\$20 co-pay	\$20 co-pay	\$40 co-pay	\$50 co-pay
Non-Network	60% after deductible	60% after deductible	60% after deductible	60% after deductible
EMERGENCY ROOM VISIT				
In-Network	\$250 co-pay	\$250 co-pay (\$50 Urgent Care)	\$100 co-pay (\$40 Urgent Care)	\$200 co-pay (\$75 Urgent Care)
Non-Network	60% after deductible	60% after deductible	60% after deductible	60% after deductible
INPATIENT HOSPITALIZATION				
In-Network	80% after deductible	80% after deductible	80% after deductible	80% after deductible
Non-Network	60% after deductible	60% after deductible	60% after deductible	60% after deductible
PRESCRIPTION DRUG				
30 Day Supply	\$8 / \$40 / \$60	\$8 / \$40 / \$60	\$10 / \$35 / \$60	\$10 / \$35 / \$60
90 Day Supply	\$24 / \$120 / \$180	\$24 / \$120 / \$180	\$30 / \$105 / \$180	\$25 / \$87.50 / \$150
Monthly Total Cost				
26 Single	\$614.82	\$602.12	\$546.52	\$500.29
11 Two-Person	\$1,291.13	\$1,264.45	\$1,147.69	\$1,050.61
14 Ee/ Child(ren)	\$1,125.12	\$1,101.89	\$1,000.13	\$915.53
14 Family	\$1,865.98	\$1,827.43	\$1,658.69	\$1,518.39
65				
	Total Cost	ER	EE	Total Cost
	\$602.12	511.80	90.32	\$546.52
	\$1,264.45	962.25	302.20	\$1,147.69
	\$1,101.89	864.98	236.91	\$1,000.13
	\$1,827.43	1301.13	526.30	\$1,658.69
	Total Cost	ER	EE	Total Cost
	\$500.29	425.25	75.04	\$500.29
	\$1,050.61	799.51	251.10	\$1,050.61
	\$915.53	718.69	196.84	\$915.53
	\$1,518.39	1081.09	437.30	\$1,518.39

Current Monthly Contributions	Total Cost	ER	EE
	\$614.82	522.61	92.21
	\$1,291.13	983.73	307.40
	\$1,125.12	884.10	241.02
	\$1,865.98	1328.63	537.35

Notes and Assumptions:

1. Initial renewal received a 3.08% increase to current rates, negotiated 5% reduction resulting in a 2.07% reduction to current rates
2. The rates and premiums provided are for illustrative purposes only and are estimated based on the data submitted.
3. The above rates reflect an effective date of coverage of 4/1/2013
4. The above rates are based on a total of 65 employees

DISCLAIMER: The abbreviated Outline of Benefits used throughout this document is not intended to express any legal opinion as to the nature of coverage. It is a visual to a basic understanding of coverage and does not detail all the contract terms nor does it alter any contract conditions. Please read your contract for specific coverages, limitations, and exclusions and call us with questions.

City of White House, Tennessee
Dental Benefit Summary
 Effective Date April, 2013

DeltaDental		Guardian
Current		Option A
DEDUCTIBLE Single Family <i>Applies to:</i>	\$50 \$150	\$50 \$150
COINSURANCE Type I - Preventive Type II - Basic Type III - Major	Type II and Type III Services 100% 80% 50%	Type II and Type III Services 100% 90% 60%
ANNUAL MAXIMUM	\$1,000	1000 (Subject to rollover)
ORTHODONTIA Coinsurance Lifetime Maximum	50% \$1,000	50% \$1,000
R&C LEVEL	90 th Percentile UCR	90 th Percentile UCR
SERVICES COVERED UNDER: Type I - Preventive	Oral Exams (once every 6 mos) Full mouth X-Rays (once every 5 yrs) Bitewing X-Rays (once every 12 mos) Teeth Cleaning (once every 6 mos) Fluoride (children under age 14) Sealants (children under age 16)	Oral Exams (once every 6 mos) Full mouth X-Rays (once every 5 yrs) Bitewing X-Rays (once every 6 mos) Teeth Cleaning (once every 6 mos) Fluoride (children under age 19) Sealants (children under age 19)
Type II - Basic	Fillings Recementation (inlay, onlay, crown, bridge) Endodontics (root canals) Periodontic Services Extractions	Fillings Recementation (inlay, onlay, crown, bridge) Endodontics (root canals) Periodontic Services Extractions
Type III - Major	Bridges & Dentures Implants Inlays, Onlays, Veneers	Bridges & Dentures Implants Inlays, Onlays, Veneers

Hylant Group Disclaimer: The abbreviated outlines of benefits used throughout this document are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages and do not detail all the contract terms nor do they alter any contract conditions. Please read your contract for specific coverages, limitations, and exclusions and call us with questions.

OTHER BUSINESS...

February 14, 2013

M E M O R A N D U M

To: Board of Mayor and Aldermen
From: Gerald Herman, City Administrator
Re: Redesign of Water Tower

I was contacted by Bill Thompson at the White House Utility District regarding the water tower they own. They are in the process of redesigning the water tower and have requested the City's input in the design. I have attached a few sample ideas of what could be incorporated into the design.

I am requesting that you authorize me to work in conjunction with the White House Utility District on this design.

*Welcome to
White House!*

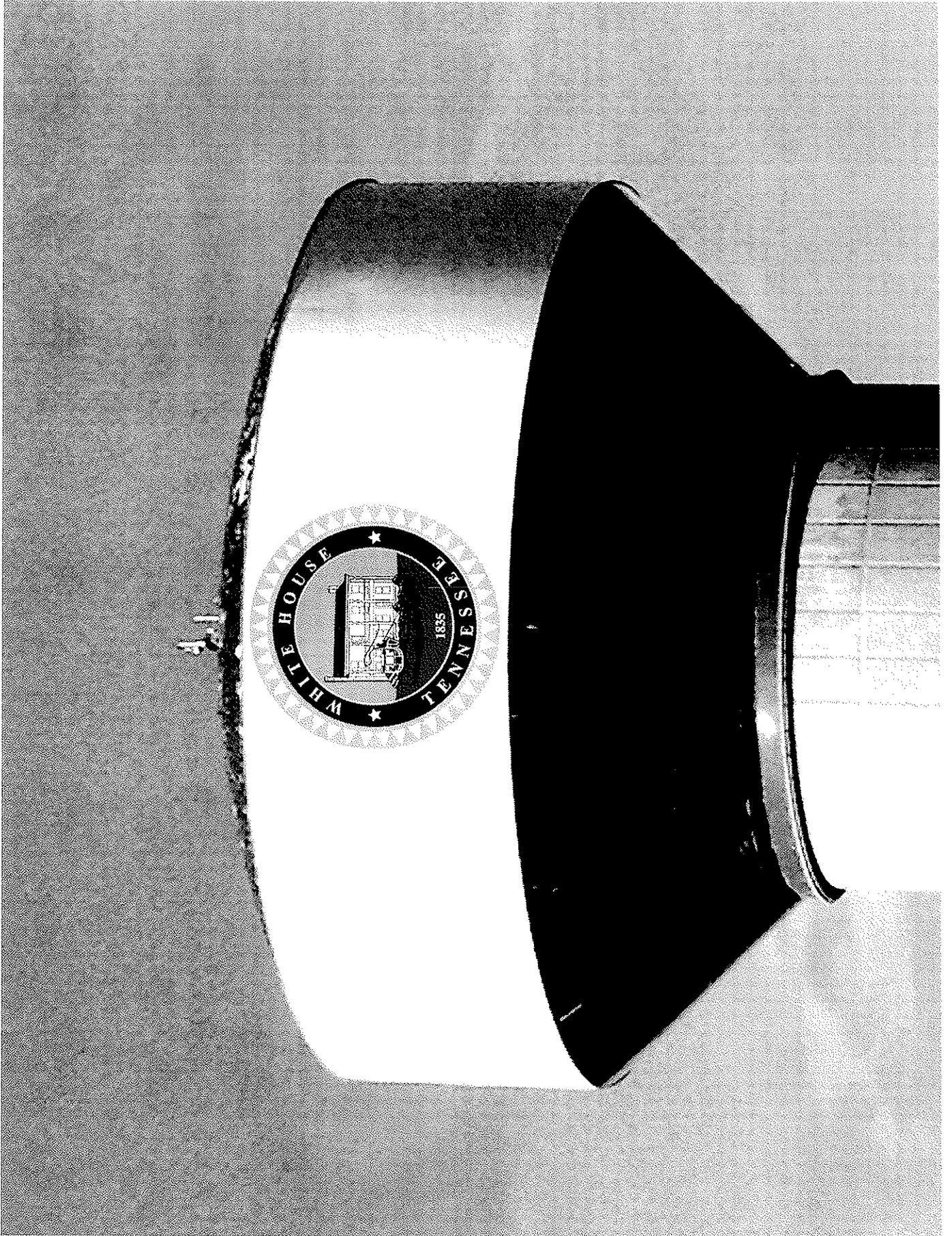


WHITNEY HOUSE

TENNESSEE

EST. 1835





DISCUSSION ITEMS...

OTHER INFORMATION....