

CITY OF WHITE HOUSE
Agenda
Board of Mayor and Alderman Meeting
August 15, 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 July 18, 2013 meeting.
6. Approval of Minutes of the July 29, 2013 meeting.
7. Welcome Visitors
8. Public Hearings
 - a. **Ordinance 13-07**: An ordinance of the City of White House, Tennessee, establishing the tax rate for the year 2013. *Second Reading.*
9. Communication from Mayor, Aldermen, and City Administrator
10. 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
11. Consideration of the Following Resolutions:
 - a. **Resolution 13-12**: A resolution authorizing the issuance of not to exceed three million one hundred thousand dollars (\$3,100,000) general obligation bonds of the City of White House, Tennessee.
 - b. **Resolution 13-13**: A resolution authorizing the issuance, in one or more series, of general obligation bonds of the city of White House, Tennessee, in the aggregate principal amount of not to exceed three million one hundred thousand dollars (\$3,100,000) for the purpose of financing certain public improvement projects; making provision for the issuance, sale and payment of said bonds; establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.
 - c. **Resolution 13-14**: A resolution authorizing participation in the Pool's "Driver Safety" Loss Control Matching Grant Program.
12. Consideration of the Following Ordinances:
 - a. **Ordinance 13-07**: An ordinance of the City of White House, Tennessee, establishing the tax rate for the year 2013. *Second Reading.*

13. Finance

- a. To approve or reject the purchase of a 2014 Chevrolet Silverado 2500 HD pickup truck for \$22,880.00 and a 2014 Chevrolet Silverado 2500 HD utility bed truck with lift gate for \$31,919.00 from Walker Chevrolet. The Public Services Director recommends approval.
- b. To approve or reject the purchase of a 2014 Chevrolet Silverado 2500 HD pickup truck for \$22,880.00. The Public Services Director recommends approval.
- c. To approve or reject McGill Associate's Task Order #3 for \$48,000.00. The Public Services Director recommends approval.
- d. To approve or reject McGill Associate's Task Order #4 for \$123,000.00. The Public Services Director recommends approval.
- e. To approve or reject McGill Associate's Task Order #5 for \$92,000.00. The Public Services Director recommends approval.
- f. To approve or reject the purchase of two 2014 Ford Police Pursuit Vehicles AWD from Ford of Murfreesboro for \$49,976 and the emergence equipment necessary for both vehicles for \$24,479.00. The Police Chief recommends approval.
- g. To approve or reject a twenty-five year franchise agreement with Piedmont Natural Gas, Co. The City Administrator recommends approval.
- h. To approve or reject the authority to request Competitive Sealed Proposals for selling concessions at Parks and Recreation Department sporting events. The Parks and Recreation Director recommends approval.
- i. To approve or reject authorizing City Administrator, Gerald Herman, to enter into contract with HFR Design, Inc. for design services for the gymnasium and ladies' restroom facility renovations. The City Administrator recommends approval.

14. Other Business

- a. None

15. Discussion Items

- a. Representation at the Robertson County Commissioners' Meeting

16. Other Information

- a. None

17. Adjournment

CITY OF WHITE HOUSE
Minutes
Board of Mayor and Alderman Meeting
July 18, 2013
7:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 7:00 pm.

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. Paltzik to adopt the agenda. A voice vote was called for with all members voting aye. **Motion passed.**

5. Approval of Minutes of the June 20, 2013 meeting.

Motion was made by Ald. Hutson, second by Ald. Bibb to approve. 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. Decker discussed the impressive activities that the Police Department is involved in and the Police Department's annual report.

Ald. Decker discussed the various challenges Bobby Mann overcame as Police Chief.

Ald. Hutson complimented everyone's efforts for the carnival and the Independence Day Americana event.

Ald. Bibb thanked everyone for the support his family received while his wife has been ill.

Ald. Bibb announced that the Fallen Soldier list is now located on the city's website.

City Administrator Gerald Herman provided an update regarding the SR 76 Sidewalk project.

City Administrator Gerald Herman stated that the NEPA categorical exclusion phase for the Tyree Springs / South Palmers Chapel roadway improvement project should be completed in the next 30 days.

City Administrator Gerald Herman stated that the bathroom facility at the City Park should be completed by the end of August.

City Administrator Gerald Herman reminded the Board of the study session scheduled for Monday, July 29th at 3:00 pm to discuss wastewater projects.

City Administrator Gerald Herman discussed the upcoming Economic Summit scheduled for Wednesday, July 31st at 2:00 pm.

City Administrator Gerald Herman announced that interviews for the Human Resources Director have been completed and that Amanda Brewton has been selected to fill the position.

9. Acknowledge Reports

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

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

10. Consideration of the Following Resolutions:

- a. **Resolution 13-11:** A resolution requesting assistance from the Tennessee Emergency Communications Board, Department of Commerce and Insurance.

Motion was made by Ald. Bibb, 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 purchase of a T4030 New Holland tractor from Dickson County Equipment for \$36,526.27. The Public Services Director recommends approval.

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

- b. To approve or reject the Wastewater single source requests for FY 2013 - 2014. The Public Services Director recommends approval.

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

- c. To approve or reject the purchase of a Ford Explorer from Ford of Murfreesboro for \$24,559. The Finance Director recommends approval.

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

- d. To approve or reject the 2013 - 2018 paving and roadway repair contract with Sessions Paving Company for \$418,327.50 and the alternate #1 of for the milling of Charles Drive for \$6,020.00 which is based on a per unit price of \$6.80 per yard and an approximate yardage requirement of 700 yards. The Public Services Director recommends approval.

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

- e. To approve or reject authorizing City Administrator, Gerald Herman, to enter into contract with HFR Design, Inc. for design services for the new library. The City Administrator recommends approval.

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

13. Other Business

- a. Board Appointments
 - i. Construction Board of Appeals
 - 1. Ken Carver - June 2016
 - 2. Walton Plummer - June 2016
 - 3. Shane Cutrell - June 2016
 - 4. Gerald Pay - June 2016
 - ii. Library Board
 - 1. Emily McCormick - June 2016

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

14. Discussion Items

- a. None

15. Other Information

- a. None

16. Adjournment

Meeting was adjourned at 7:30 pm.

ATTEST:

Michael Arnold, Mayor

Amanda Brewton, City Recorder

CITY OF WHITE HOUSE PUBLIC NOTICE
Board of Mayor and Aldermen Minutes
Special Session
July 29, 2013
4:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 4:07 pm.

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. New Business

- a. **Ordinance 13-07:** An ordinance of the City of White House, Tennessee, establishing the tax rate for the year 2013. *First Reading.*

Motion was made by Ald. Bibb, second by Ald. Paltzik to approve. A voice vote was called for with all members voting aye. **Ordinance 13-07 passed on First Reading.**

- b. To approve or reject allocating an additional \$8,000 to the Hillcrest Cemetery security gates project. The Parks and Recreation Director recommends approval.

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

5. Adjournment

Meeting was adjourned at 4:11 pm.

ATTEST:

Michael Arnold, Mayor

Amanda Brewton, City Recorder

REPORTS....

**General Government Department
July 2013**

Administration

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

- **July 8:**
 - Planning Commission Meeting
- **July 11:**
 - Library Board Meeting
- **July 16:**
 - Robertson County E911 Board Meeting
 - Chamber of Commerce Luncheon
- **July 18:**
 - Board of Mayor and Aldermen Meeting
- **July 23:**
 - Museum Board Meeting
- **July 29:**
 - Board of Mayor and Aldermen Study Session
 - Board of Mayor and Aldermen Special Called Meeting
- **July 31:**
 - Economic Summit

Website Management

	2013 - 2014 Update Requests	2012 - 2013 Update Requests	2013 - 2014 Page Visits	2012 - 2013 Page Visits
July	162	31	250,487	85,214
August		49		63,924
September		32		82,694
October		24		113,317
November		21		121,011
December		22		98,573
January		51		98,082
February		45		96,253
March		22		118,982
April		45		170,040
May		212		223,064
June		117		193,101
Total	162	554	250,487	1,366,173

Facebook Management

	2013 - 2014 New Likes	2012 - 2013 New Likes	2013 - 2014 # of Posts	2012 - 2013 # of Posts
July	34	19	14	5
August		13		3
September		14		4
October		17		4
November		18		10
December		17		6
January		9		3
February		15		2
March		10		2
April		7		3
May		6		3
June		15		18
Total	34	306	14	59

General Government Department
July 2013

Twitter Management

	2013 - 2014 Total Followers	2012 - 2013 Total Followers	2013 - 2014 # of Tweets	2012 - 2013 # of Tweets
July	294	223	14	5
August		227		1
September		237		2
October		237		4
November		239		10
December		245		6
January		260		3
February		262		2
March		267		2
April		277		3
May		284		3
June		275		18
Total	N/A	N/A	14	59

Building Maintenance Projects

Special Maintenance Projects

- Mounted hallway signs at City Hall
- Removed shed and non-working HVAC unit at City Hall
- Diverted drainage at Senior Center door at City Hall

General Maintenance

- Lawn care at City Hall (weed control)
- Wall pack light repair at Fire Station #1
- Bulb replacement at Fire Station #1
- Air filter replacement at City Hall
- General repairs at Library
- Lawn care at Library (weed control)
- Gate repair at Police Department
- Bulb replacement at Police Department
- Safety checks
- Miscellaneous (hanging pictures, plaques, painting, etc.)

**Human Resources Department
July 2013**

- Safety Committee Meeting, 7/30 - Safety Fair Preparation

Injury Reports: (2) reported this month compared to (0) reported same month last year

	2013-2014	2012-2013	2011 - 2012
July	2	0	0
August		1	2
September		1	0
October		0	1
November		1	1
December		2	0

	2013-2014	2012-2013	2011 - 2012
January		2	0
February		0	0
March		0	0
April		2	3
May		2	0
June		1	0
Total	2	12	7

Property/Vehicle Damage Reports: (2) reported this month compared to (0) reported same month last year

	2013-2014	2012-2013	2011 - 2012
July	2	0	0
August		1	0
September		0	0
October		1	1
November		1	0
December		1	2

	2013-2014	2012-2013	2011 - 2012
January		0	0
February		0	3
March		1	0
April		1	1
May		0	0
June		0	0
Total	2	6	7

City Wide Turnover: (2) reported this month compared to (0) reported same month last year

	2013-2014	2012-2013	2011 - 2012
July	2.0%	0.0%	0.0%
August		1.0%	0.0%
September		1.0%	0.0%
October		1.0%	1.0%
November		1.0%	2.0%
December		0.0%	2.0%

	2013-2014	2012-2013	2011 - 2012
January		1.0%	1.0%
February		1.0%	2.0%
March		1.0%	1.0%
April		1.0%	1.0%
May		1.0%	1.0%
June		0.0%	1.0%
Total	2.0%	9.0%	12.0%

Employee Disciplinary Reports:

	2013-2014	2012-2013	2011 - 2012
July	0		
August			
September			
October			
November			
December			

	2013-2014	2012-2013	2011 - 2012
January		2-Suspens	
February		0	
March		1-Termina	
April		0	
May		1-Suspens	
June		0	
Total	0	4	

**Finance Department
July 2013**

Finance Section

During July an additional \$3,682 was collected in property taxes, leaving a collection rate of 97% of the tax base and a 3% delinquency. Sales tax collections in July came in 5% above last year continuing our trend of sustained growth in local sales tax from the previous year.

The Finance Director attended the Cemetery Board meeting in July, with no outstanding items to report. The Finance Director also began attending the Rotary Club meetings on behalf of the City this month. A membership application has been submitted, and was approved at the first Rotary Board meeting in August.

The part-time Finance position was requisitioned in June and we are waiting for the position to be posted on the web-site, so that the recruitment process can begin. We do not plan to formally advertise the position, and hope to fill it with a high school or college student. As began in June and continued through July, the Finance Department has been providing secretarial support to the Public Services Department for 20 hours a week during the continued extended absence of key personnel.

Performance Measures

Major Fund Balances

Fund	Cash Balance	Investment Account Balance
General Fund	\$700,982.82	\$3,536,319.26
Sanitation	\$133,339.97	\$495,965.27
Wastewater	\$492,986.56*	\$1,831,630.34

- All Cash Balances are bank balances reported as of August 6, 2013.
- *The Wastewater Fund balance should be reduced by a significant Due To balance for the Sanitation Fund at \$65,177.08.

Payroll

Number of Payrolls	Number of Checks and Direct Deposits	Number of adjustments	Number of Void Checks
2 regular 0 special	1 paper check 194 direct deposits	0 Retroactive Adjustments	0 Voids

Accounts Payable

	July	FY	Last July	Last FY
Total Invoices Processed	295	295	227	227

Finance Department
July 2013

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	186	1	11	2	38	2	3	31	11	0	0	285
Customers	90	0	2	4	6	0	0	4	3	2	2	113

Finance	Accounts Payable	Business License	Property Tax	Court	Purchasing	Finance Directors Office	Total
Calls	1	0	23	100	62	0	186
Customers	0	4	5	76	5	0	90

Purchase Orders

Codes	9	\$11,067.46	Court	0	\$0.00
Fire	17	\$14,434.85	Library	21	\$6,758.96
Police	32	\$56,689.16	Wastewater	43	\$973,229.40
Human Resources	4	\$549.33	Public Works	18	\$316,942.94
Engineering	0	\$0.00	Sanitation	10	\$37,381.15
Administration	16	\$7,191.34	Parks	18	\$165,867.37
Finance	5	\$24,958.19	Bldg. Maintenance	6	\$14,374.66
			Cemetery	13	\$22,510.41
Total	212	\$1,651,955.22	Void	4	

	Number of PO's	Value of PO's
Purchase Orders Under \$2,000	152	\$61,954.30
Purchase Orders \$2000 - \$9999	40	\$132,715.39
Purchase Orders Over \$10,000	20	\$1,457,285.53
Total	212	\$1,651,955.22

Emergency Purchase Orders – July

Number	Vendor	Items	Amount	Nature of Emergency	Department
18873E	Rod's Tire	Tire repair	\$12.50	Flat tire on director's truck	Wastewater

Business License Activity – July

Opened	10
Closed	0

Delinquency Rate: 51%

Cumulative Information

Class	Total Licenses	Delinquencies
1	41	21
2	149	93
3	254	116
4	195	93
Total	639	323

**Finance Department
July 2013**

Description	Total Charges	Description	Total Charges
Child Restraint 4-15 (1 st Offense)	0	Open Container Law	1
Child Restraint-under 4	0	Parking Violation	3
Anti-Noise Regulations	0	Vehicle Registration Law	28
Texting While Driving	1	Seat Belt Violation -- 18 and Older	82
Failure to Yield Right of Way	0	Speeding	71
Financial Responsibility Law	85	Careless Driving	1
Following Too Closely	1	Disobedience to Traffic Control Device	8
Motor Vehicle Requirements/Misc.	7	One Way Street	0
Improper Passing	1	Drivers License Law	6
Drivers Exercise Due Care	5	Turn to Avoid Signal	0
Codes Violations/Animal Control	2	Improper Backing	0
Stop Signs	22	Move Over Law	0
		Total	324

Municipal Court – Case Disposition

Disposition	Total
Ticket Paid in Full -- Prior to Court	127
Guilty as Charged	24
Dismissal	15
Dismissed upon presentation of insurance	60
Not Guilty	3
Dismissed to Traffic School	10
Dismissed with Costs and Fines	40
Dismissed with Costs	30
Dismissed with Fines	15
Case Transferred to County	0
Dismissed with Public Service	0
Total	324

Wastewater Billing

New Service Connections: 6
 Applications: 46
 Late Penalties Applied: \$6,293.34
 Adjustments: 84
 Number of Reconnect Fees Paid: 33
 Non-Payment Cut-Offs: 54

**Police Department
July 2013**

Meetings/Civic Organizations

- *Chief Brady attended the following meetings in July:* Department Head Meeting (July 1, 15, & 29), Spoke to the Robertson County Volunteer Band (July 2), White House Carnival (July 6), Dispatch Financing - Springfield (July 8), Robertson County Chief's Meeting (July 9), 911 Board Meeting (Captain Ring attended for Chief Brady -July 16), Board of Mayor and Alderman (Ofc. Shapton attended for Chief Brady – July 18), Command Staff Meeting (July 24), Management CPIT Meeting (July 25), and Economic Summit Meeting (July 31).

Police Department Administration Performance Measurements

1. *Achieve accreditation from the Tennessee Law Enforcement Accreditation program by September 30, 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. Ninety-two (92) files have been approved by an assessor. Chief Brady is currently reviewing 27 files. Susan Johnson is working on 14 files. One is ready to be reviewed by an assessor. The goal is to have all 42 files ready to be reviewed by an assessor at the end of August.
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 24 Employees. With a goal of 40 hours per employee, we should have an overall Department total of 960 hours of training per calendar year.

Month	Admin Training Hours	Patrol Training Hours	Support Services Training Hours	Total Training Hours
January	0	368	0	368
February	0	272	0	272
March	0	125	60	185
April	0	151	0	151
May	0	32	0	32
June	0	88	0	88
July	1	26	0	26
Grand Total	0	1,062	60	1,122

Patrol Division Performance Measurements

1. *Maintain or reduce the number of patrol shifts staffed by only two officers at the two year average of 401 shifts during the Fiscal Year 2012-2013. (There are 730 Patrol Shifts each year.)*

Number of Officers on Shift	July 2013	FY 2013-2014
Two (2) Officers per Shift	16	16
Three (3) Officers per Shift	46	46

2. *Acquire and place into service two Police Patrol Vehicles.* We are gathering information and numbers for two Police Interceptor Vehicles for Patrol. We are hoping to have these two new vehicles in our fleet by fall.
3. *Conduct two underage alcohol compliance checks during the Fiscal Year 2012-2013.* The White House Police Department will conduct a Fall and Spring Compliance check.

Police Department
July 2013

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	July 2013	Per 1,000 Pop.	Total 2013	Per 1,000 Pop.
<i>Serious Crime Reported</i>				
Crimes Against Persons	4	<1	59	6
Crimes Against Property	36	3	245	24
Crimes Against Society	16	2	99	10
Total	56	5	403	39
Arrests	43		229	

*U.S. Census Estimate 2011 – 10,419

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.*

	July 2013	TOTAL 2013
Traffic Crashes Reported	17	167
Enforce Traffic Laws:		
Written Citations	247	2,090
Written Warnings	114	914
Verbal Warnings	334	2,804

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.*

COLLISION RATIO				
	COLLISIONS	INJURIES	MONTHLY RATIO	YTD
July 2013	17	3	18%	14%

Traffic School: Sgt. Keith Anglin instructed the DDC-4 Traffic School Class in June. There were 12 students in attendance.

Staffing

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

Sumner County Emergency Response Team

- A high risk search warrant was executed in Gallatin on July 23rd at 0600 hours. A large amount of cocaine and over two pounds of Marijuana was recovered.
- On July 26th, fellow ERT member, Officer Kevin Thomas, lost his battle with brain cancer. He was laid to rest on July 29th. The ERT conducted the Honor Guard and the 21 Gun Salute at the Funeral Service.

Volunteer Reserve Officers:

- In July, the Reserves trained on Traffic Control.
- The Reserves assisted two days at the Carnival/Fireworks.
- A new Reservist has been selected to join our program. Chris Pate will be sworn in sometime in August.

Police Department
July 2013

Support Services Performance Measurements

Maintain or exceed a Group A crime clearance rate at the three-year average of 68.6% during calendar year 2013.

2013 CLEARANCE RATE		
Month	Group A Offenses	Year to Date
July	82%	78%

Communications Section

	July 2013	Total 2013
Calls for Service	1,415	9,885
Alarm Calls	33	225

Request for Reports

	July 2013	YTD
Requests for Reports	26	26
Amount taken in	\$18.60	\$18.60
Tow Bills	\$0.00	\$0.00
Emailed at no charge	24	24
Storage Fees	\$0.00	\$0.00

Governor's Highway Safety Office (GHSO): Two safety blitzes were conducted in July. Click It or Ticket 18-21, and Booze It or Loose It 25-28. All stats were turned in to the state.

Staffing

Captain Mingledorff attended and completed the Tennessee D.A.R.E. Officer's Association Annual conference/In-service Training held in Gatlinburg, TN – July 8-12, 2013.

Volunteer Police Explorers: The Explorers worked the 2013 Carnival at the Soccer complex in July. They received a \$100.00 donation from the White House Chamber of Commerce for their services.

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

Crime Prevention/Community Relations Performance Measurements

1. *Teach D.A.R.E Classes (10 Week Program) to two public elementary schools and one private by the end of each school year.* The program resumes at Heritage Elementary August 2013.
2. *Plan and coordinate Public Safety Awareness Day on Labor Day as an annual event.* This year's event will be held on Monday, September 2, 2013 (Labor Day). *Planning in Progress.*
3. *Plan, recruit, and coordinate a Citizen's Police Academy as an annual event.* Class #13 commenced on Tuesday, February 19th with 30 citizens attending. Classes met once a week for three hours, for ten weeks. Graduation was held on Tuesday, April 23rd in the auditorium at City Hall with 30 citizens completing the course. *Complete. Applications for Class #14 are being accepted. Class will begin February 2014.*

**Police Department
July 2013**

4. *Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.*

- *Captain StreetSmart:* Nothing to report for July.
- *Wheels in Motion:* Program resumes in September.
- *Safe Seniors Crime Prevention Program:* Captain Mingledorff visited the White House Senior Citizen on Wednesday, July 31st and presented a class to approximately 30 citizens on "Scam Prevention".
- *Business Security Site Survey:* On Tuesday, July 30th, Captain Mingledorff met with John Chisari, General Manager for QRM, Quality Resource Management Corporation, 117 Eden Way. He conducted a Security Site Survey of the property.

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

- White House chamber 4th of July Carnival and Fireworks Event – July 2-6.

Upcoming Events:

- *Drug Take Back Event – scheduled for October 26, 2013.*

2013 Participation in Joint Community Events		
	July	Year to Date
Community Activities	3	45

Fire Department July 2013

Summary of Month's Activities

Fire Operations

The department responded to 72 requests for service during the month with 54 responses being medical emergencies. The department responded to 4 vehicle accidents with reported injuries with three patients transported to area hospitals. The call volume for the month of July was average but there weren't any fire responses during the month.

July 1st 3:11PM – The Department responded to a vehicle accident on Raymond Hurst Parkway involving a car and motorcycle. The rider of the motorcycle was transported to the hospital with non-life threatening injuries there were no other injuries reported with this incident.

July 14th 4:09PM – The Department responded to a motorcycle accident on I-65 near the 107 mm when fire units arrived on scene personnel located the injured rider in the median with the motorcycle in the roadway. The patient was transported to an area hospital with non-life threatening injuries there were no other injuries reported with this incident.

Fire Administration

- **July 6th** - Chief Palmer, B Shift, Volunteer Firefighters, and Fire Explorers worked the fireworks display at the soccer complex.
- **July 11th** – Chief Palmer attended the Middle Tennessee Fire Chiefs meeting in Springfield.
- **July 15th & 16th** – Chief Palmer attended the Tennessee Fire Chiefs Association's annual conference in Nashville.
- **July 18th** – Chief Palmer, fire personnel, and city employees attended a Columbia Southern University presentation hosted at fire station 2.
- **July 29th** – Chief Palmer hosted and attended a fire chiefs meeting at fire station 2 with fire chiefs from Robertson County to discuss the state mutual aid plan.
- **July 30th** – Chief Palmer attended and chaired the monthly safety committee meeting held at fire station 2.
- **July 31st** – Chief Palmer attended the Economic Summit held at city hall.

Update on the Department's Goals and Objectives

- Complete annual firefighter training 228 hours for career and 48 for Part-time and Volunteer Firefighters by June 30th, 2014. **(In progress)**
- Complete the Risk Watch public safety education program with all 1st grade students by June 30th, 2014. **(In progress)**
- Complete the annual Fire Apparatus Pump Testing by December 1st, 2013.
- Complete the annual Fire Hose Testing by November 1st, 2013.
- Complete the annual Fire Hydrant Service Program by June 30th, 2014.
- Update all Pre-incident surveys by May 1st, 2014.

Departmental Highlight

The Independence Day celebration held on July 6th with the carnival activities throughout the preceding week posed some challenges with the new location although the event was a success. The Fire Explorers were busy each day of the event assisting the Chamber of Commerce with parking and the Fire Department during the fireworks display. It was a week of activity that allowed the Fire Department and the Fire Explorers work with community leaders to provide a safe and successful event.

**Fire Department
July 2013**

Monthly Performance Indicators

Incident Responses

Structure Fires	0	Vehicle Accidents (General Cleanup)	1
Cooking / Electrical Fires	0	Vehicle Accidents (With Injuries)	4
Vehicle Fires	0	Rescue	0
Grass, Brush, & Trash Fires	0	False Alarms / Calls	3
Hazmat	2	Assist Other Governmental Agency	0
Other Calls	8	Total Responses for the Month	72
Emergency Medical Responses	54	Total Responses YTD	72

Fire Fighter Training

Total Training Man Hours for the Month	404.74
Total Training Man Hours YTD	404.74

Fire Inspection

	This Month	YTD
Fire Inspections	3	3
Fire Investigations	0	0
Plat / Plan Reviews	4	4
Fire Preplans	0	0

Public Fire Education

	This Month	YTD
Participants	80	80
Education Hours	14	14
Number of Occurrences	8	8

**Public Services - Public Works Division
July 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 (3) full-time Sanitation (1) driver & (2) maintenance workers);
2. Two (2) full-time Streets equipment operators (Operator I & Operator II);
3. One (1) Supervisor.

Training & Staff Meetings: Man-hours - 45

Sanitation Collection: Waste Industries (WI) has completed the 7th full month of operation in the City. I've been monitoring Waste Industries web based portal to see the type and quantity of calls.

The July 2013 report show that staff has made **55** requests on the WI web portal system, which is up from 51 the month before. The breakdown for the type of request made for the residential/commercial customers are as follows:

1. 31 calls came from residents that had container issues, they either needed a replacement, moved out and needed them picked up, or they moved in and need containers delivered;
2. 14 calls came from residents that had "missed" garbage service;
3. 10 calls came from residents that had "missed" recycling service;
4. 1 call came from residents that did not have their cans at the curb in time for the truck, had issues with container not being emptied completely or the placement of container after it has been serviced.

The total volume of recyclables collected curbside during May was approximately **42 tons** of material which is a savings of about **\$955.00** in avoided landfill tipping fees. In addition, the recyclable material revenue for July was approximately **\$485.00**. This is a net gain of **\$1,440.00**.

City Public Works Tasks & Drainage Improvement Projects

White House High School Drainage issue: Staff responded to a complaint regarding the drainage ditch in front of the high school. The Tyree Springs Road bank was collapsing and needed to be reestablished. The crew shored the bank and added rip-rap for stabilization.

1. Man-hours – 16
2. Tons of Rip-Rap – 24

Meadowlark Lift Station Drainage Rehabilitation: The parking area for this lift station is very limited which requires the service personnel to park their vehicles on the narrow roadway. In addition, the construction crew will be starting the new lift station installation soon and will need working space. Therefore, staff removed the old 20' section of rigid concrete pipe (RCP) and replaced it with 100' of new HDPE plastic ADS pipe. The crew also removed the overgrowth from the fence line which improves the appearance of the station. In addition, I've asked Codes to send letters to the adjacent property owners requesting them to trim their trees from the stations fence line. On the 31W frontage property there's a very large dead tree that could fall on the lift station which would cause significant damage to the equipment. By installing the long run of drainage pipe, staff was able to create a large parking area for the maintenance personnel. We now have a safe place to park vehicles.

- | | | | |
|----------------------|------|-----------------------|----|
| 1. Man-hours – | 113 | 4. Crush & Run Tons – | 38 |
| 2. HDPE pipe – | 100' | 5. Rip-Rap Tons - | 4 |
| 3. Screenings Tons – | 41 | | |

Asphalt & Shoulder Repairs:

1. Man-hours – 30
2. Asphalt Tons – 3
3. Crush & Run Tons – 3

Public Services - Public Works Division
July 2013

Yard Waste Collection:

1. Residential Stops – 655
2. Number of Truck Loads – 59
3. Hours for Yard Waste - 167
4. Bagged Leaves/Grass – 168
5. Hours for Bag Collection - 22

Litter Control:

1. Number of bags – 66 + 1 Mattress
2. Number of hours – 67
3. Dead Animals - 1

Right-of-Way Mowing, Spraying & Tree Trimming/Removal: Staff has been working on tree trimming on the outer roadways in an effort to prepare them for the school buses. The first project was on Ben Albert Road. Staff cleared the trees that were overhanging the roadway causing obstructions to the larger vehicles. Many trees had to be removed. In addition, the side-mount mower was used to clear several R-O-W's.

1. Man-hours – 114
2. Mowing Hours – 55
3. Weed-Eater Hours – 10
4. Spraying Hours - 15

Sign Maintenance: Staff continues sign repair and maintenance on an as needed basis. In addition, we've started upgrading the signs at the signalized intersections.

1. Man-hours – 35

Time Worked:

1. Sanitation Hours – 243
2. Streets Hours – 412
3. Facility Maintenance Hours – 24
4. Meeting/Training Hours – 45
5. Leave Hours – 256
6. Overtime Hours – 9
7. Administrative Hours - 47

Monthly Performance

	Available Hours	Total Hours
Streets & Roads	475	412
Sanitation	475	243
Facility Maintenance - PW Staff	N/A	24
Fleet Maintenance - PW Staff	N/A	43
Training	N/A	45
Leave	N/A	256
Overtime	N/A	9

The above table represents the number of man hours versus the total number of hours worked for the month by department. It also represents the number of vacation days and sick leave used.

Public Services - Public Works Division
July 2013

Sanitation Enterprise Fund Totals

Number of Customers Billed	Total Billed	Revenue Received	Total Billed YTD	Revenue Received YTD
3,706	\$57,376	\$61,188.22	\$57,376	\$61,188.22

Services Provided

	Total	YTD		Total	YTD
Brush Pick Up (stops)	655	3,442	Drainage Work (feet)	100	1637
Brush Truck Load	56	358	Potholes Repaired	1	126
Emergency Call Outs	0	11	Salt Usage (tons)	0	4
Free Clean Up Drop Offs	41	850	Signs Installed	0	109
Curbs Repaired	0	1	Signs Reset	1	8
Shoulders Repaired	3	6	Back Door Pick Up (stops)	1	19
Shoulder Work (feet)	0	788	Move In Special Pick Up	0	8
Litter Removal (bags)	66	293	Move Out Special Pick Up	16	35
Drainage Requests	2	29	Dead Animal Removals	0	19
Special Pick Up	0	4	Mowing ROW (Hours)	71	172

Locations with Pothole Repairs Needed

Pothole Repair Address	Length (feet)	Width (feet)	Depth (in.)	Tons
113 Sycamore Drive	5	4	3	0.37
145 Honeysuckle Drive	8	2	3	0.29
153 Honeysuckle Drive	37	5	3	3.39
181 Honeysuckle Drive	3	3	3	0.17
181 Honeysuckle Drive	4	3	3	0.22
Honeysuckle Drive @ 31W	5	6	3	0.55
Honeysuckle Drive @ 31W	9	6	3	0.99
301 Hunterwood Drive	9	2	3	0.33
403 Hunterwood Drive	2	3	3	0.11
Hunterwood Dr. @ Magnolia	19	4	3	1.39
104 Pinewood Drive	27	3	3	1.49
109 Pinewood Drive	11	2	3	0.40
111 Pinewood Drive	16	3	3	0.88
Applewood Dr. @ Ray. Hirsch	11.8	3.9	3	0.84
Applewood Dr. @ Ray. Hirsch	8.8	4	3	0.65
Applewood Dr. @ Ray. Hirsch	5	4	3	0.37
200 Peachtree Drive	3	3	3	0.17
206 Peachtree Drive	6	5	3	0.55
201 Blueberry Drive	13	2.9	3	0.69
Cherry @ Sage Rd	17	6	3	1.87
TOTAL TONS REQUIRED:				15.71

Public Services - Wastewater Division
July 2013

Collection System Activities

1. **Green Project:** The motor control center and generator replacement project at the North Palmer's Chapel lift station has been completed. The station is now operating on the new motor control center (MCC) panel, the new Air-Vac control panel and the new generator. We are awaiting cost estimates for some additional work which I will present to the BMA at the September meeting.
2. **Hobbs Project:** TDEC/SRF has approved the bid award made by the BMA and we have a preconstruction meeting set with TDEC, John T. Hall Co. and the City August 20th. We can anticipate a start date sometime in mid-September.
3. **GIS/GEO JOBE:** We have been working with the new GIS based work order system for several weeks now. Staff is working closely with Geo-Jobe in an effort to refine this system. We've purchased Samsung pads for the field crews and Geo-Jobe has provided some initial training on the functionality of this system.
4. **Lift Stations:** As part of the SRF "Green Project" we redirected the flow along the Sage Road corridor to the southern force main. The flow had been going to the Wilkinson Lane lift station. This flow change was done because the northern force main is over capacity. I put the monthly flow data on a spreadsheet to give us a more accurate representation of the diversion rate.

The two (2) month average daily diversion rate from the Sage Road corridor (which includes the hotels and restaurants south of 76 and Hampton Village) to the southern force main is approximately 68,000 gallons per day.

Wastewater Treatment Plant

1. FLOW.....0.960 MGD
2. CAPACITY1.40 MGD
3. % of PLANT THROUGHPUT.....69% (0.960 MGD/1.40 MGD)
4. % of ACTUAL & ALLOCATED CAPACITY.....86% (1.40MGD)x(80%) / (0.960 MGD)
5. RAINFALL10.76"

1. **Violations:** The plant had one (1) violation in July, which was exceeding our effluent limit. This violation was due to the high volume of stormwater that entered our system. Our permit requirements for water quality are well below the state 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 and Union Road stations. We've been feeding ferric for twelve (12) 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 eight (8) gallons per day at the Union Road lift station and ten (10) gallons per day at the Old Tyree lift station due to the high levels of H2S within the system
3. **Oxidation Ditch:** We are still dealing with the two (2) gearbox/bearing failures with the #1 & #4 orbals. The #1 orbals gearbox has been ordered and so we're awaiting parts. The #4 orbals gearbox has been changed, but we are still awaiting additional parts. Nevertheless, the oxidation ditch continues to produce a clean effluent.
4. **UV System:** The Trojan Ultra-Violet (UV) system continues to have problems due to increased algae levels. Derek and Chris are working 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.
5. **Treatment Plant:** Staff is still working on painting of the Sludge pump building, which has greatly improved the appearance of the building. The only area's lacking paint is the floor. Staff will hold off on finishing the floor until the headworks are installed.

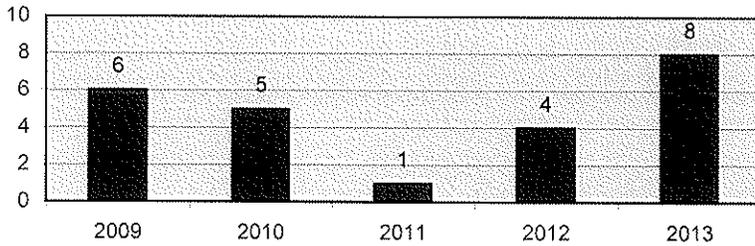
Public Services - Wastewater Division
July 2013

SCADA Alarms Responses June 2013		
	Month	YTD
North Palmers	346	346
Calista	101	101
Wilkinson	0	0
Portland Road	0	0
Cope Crossing	17	17
Union Road	2	2
Meadowlark	11	11
Hwy 76	0	0
Cambria	0	0
Treatment Plant	26	26
Total Responses	503	503
TN ONE-Call	129	129

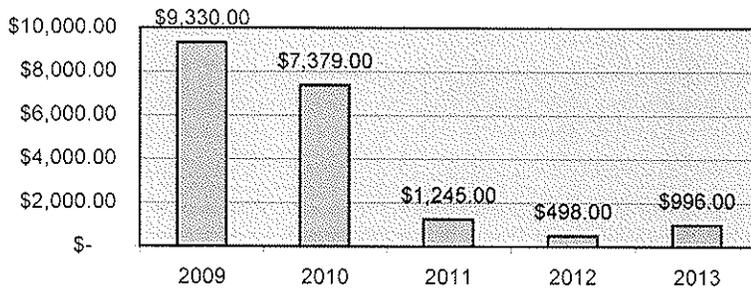
May 2013 Work Orders	Month	YTD
Monthly Service Requests Total	149	149
Mainline Repairs	1	1
Service Line Repairs	4	4
E/2000 (B) to E/Extreme Change-outs	11	11
E/2000 (B) to E/2000 (B) Change-outs	1	1
E/Extreme to E/2000 (B) Change-outs	0	0
E/Extreme to E/Extreme Change-outs	5	5
E/2000 (B) Conversions	2	2
E/One Extreme Conversions	5	5
"Green Project" Conversions	141	141
"Green Project" Change-out	8	8
Low Pressure Service Requests	0	0
Vacuum System Service Request	149	149
Major Lift Station Repairs	1	1

Planning and Codes Department
July 2013

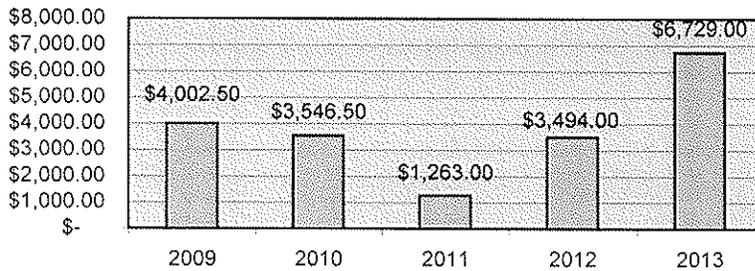
Single Family Permits



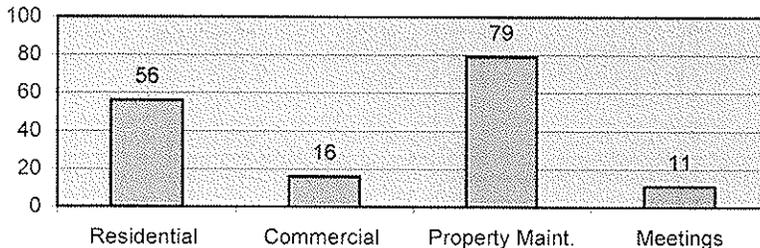
Impact Fees



Permit Fees



Inspections / Meetings



	Month	FY 13-14
MEETING AGENDA ITEMS#		
Planning Commission	3	3
Construction Appeals	0	0
Zoning Appeals	0	0
Training/Study Session	0	0
Property Maintenance	0	0
PERMITS		
Single Family Residential	8	8
Multi-Family Residential	0	0
Other Residential	16	16
New Commercial	0	0
New Industrial	0	0
Other Com/Ind	4	4
State Electrical	41	41
Sign	2	2
Occupancy Permits	2	2
Other	1	1
BUILDING INSPECTIONS		
Residential	56	56
Hours	17.33	17.33
Commercial /Industrial	16	16
Hours	9.83	9.83
CODE ENFORCEMENT		
Total Cases	79	79
Hours	12.58	12.58
Complaints Received	23	23
MEETINGS		
Administration	3	3
Hours	3.25	3.25
Planning	1	1
Hours	1	1
Codes	7	7
Hours	4.25	4.25
FEES		
Permit Fees	\$ 6,729.00	\$ 6,729.00
Board Review Fees	\$350.00	\$ 350.00
City Impact Fee	\$996.00	\$ 996.00
Roads	\$304.80	\$ 304.80
Parks	\$316.80	\$ 316.80
Police	\$225.60	\$ 225.60
Fire	\$148.80	\$ 148.80
OTHER ITEMS		
Subdivision Bonds: 23	\$	974,300.00
Builders Bonds	\$	42,866.43
Workings Days in Month		19

**Parks, Recreation, & Cultural Arts Department
July 2013**

Summary of Month's Activities

The new restroom facility is almost complete. The partitions are supposed to be shipped here the week of August 12th. The concrete forms are in place for the west end walkway and steps. All of the plumbing fixtures, light fixtures, doors, interior paint finish, ceilings, and exterior siding and trim have been installed.

The stone masonry for the cemetery gate columns is supposed to be started the week of August 12th.

Recreation

Gymnastics & Tumbling classes by Charles Harding were ongoing during the month, running every Thursday at the Civic Center from 10:30am – 11:15am for ages 3-5 and 11:15am - 12:00pm for ages 6 & up.

Girls Volleyball registration ended July 22nd. We currently have 59 girls signed up this league. We will split those girls into 3rd – 5th grade and 6th – 8th grade to give us 4 teams in each division. Practices will start in August and games will start in September.

Fall Baseball registration ended July 22nd. We currently have 165 participants and 15 total teams in fall baseball this year.

Fall Softball registration ended July 22nd. We currently have 17 teams and approximately 195 participants. This gives us approximately 360 kids participating in fall ball this year, which is slightly up from last year.

Fall Adult Softball registration ends August 5th. We are offering a recreational league and a competitive league. Practices will begin in August and games will start in September.

NFL Punt, Pass, and Kick was held July 27th at 9:00AM at the football field. Approximately 15 people participated this year.

Parks Maintenance

- Trimmed limbs along the greenway that were hanging too low.
- Sprayed around fences, curbs, sign posts, etc.
- Replaced two swings and swing hangers, one at the City Park and one at Northwoods subdivision.
- Worked on cemetery gate project.
- Worked to get ready for one softball tournament, carnival/fireworks, 5K Race.

Update on Department Goals and Objectives

We recently hired Corey Jackson to work nights as a part-time Groundskeeper in the Parks Maintenance Division. He filled the vacancy left by William Hosale, who is now working as a full-time Parks Maintenance Worker.

Department Highlight

The 13th Annual Independence 5K was July 6th. The race started and finished at the White House High School Trailhead this year. There were 75 racers, much less than usual, but it rained heavily. Scott Wietecha was the Overall Male Winner and Karen McGuffey was the Overall Female Winner. Scott Russo was the Masters Male Winner and Freda Miller was the Masters Female Winner. We had 8 sponsors this year for a total of \$1,600 in sponsorship funds.

Department Cost Savings Report

The gymnasium specifications have been worked on this month, with hopes to advertise this bid opportunity in the middle of August. This is a TML roof claim due to hail damage.

Parks, Recreation, Cultural Arts Department
July 2013

	FY				Current Year	
	2007-2008	2009-2010	2010-11	2011-12	FY 2012-13	YTD FY 2012-13
Maintenance						
Mowing Hours	1,044	1,469	1,486	1,346	1,276	182
Pounds of Grass Seed Sown	3,670	1,895	3,140	2,275	3,280	10
Pounds of Fertilizer Applied	6,150	4,590	8,150	2,540	5,525	0
Number of Trees/Shrubs Planted	57	11	20	39	3	0

Recreation						
Number of Youth Program Participants	377	336	354	448	818	15
Number of Adult Program Participants	857	1,343	2,353	2,471	1,726	46
Number of Theatre Production Attendees	102	0	0	0	0	0
Number of Special Event Attendees	2,865	2,505	3,484	3,970	796	75
Total Number of Special Events Offered	8	17	19	17	19	1
Total Number of Programs Offered	23	38	68	78	51	9
Youth Program Revenue	\$22,095.25	\$27,728.00	\$29,068.00	\$29,702.00	\$ 49,676.00	\$24,381.00
Adult Program Revenue	\$15,246.25	\$9,368.25	\$14,899.65	\$19,216.05	\$ 16,060.90	\$2,885.30
Theatre Production Revenue	\$485.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Event Revenue	\$6,476.00	\$4,530.00	\$8,010.00	\$7,355.00	\$ 5,970.00	\$1,020.00

Administration						
Number of Shelter Reservations	112	153	116	112	110	11
Hours of Shelter Reservations						
Shelter Reservation Revenue	\$3,732.00	\$4,083.00	\$3,415.00	\$ 3,396.00	\$ 3,270.00	\$394.00
Number of Facilities Reservations	305	105	63	136	261	15
Hours of Facility Reservations						
Facility Reservation Revenue	\$28,514.05	\$6,345.82	\$6,475.63	\$ 16,224.25	\$ 36,686.43	\$2,343.75
Field Rental Revenue						\$420.00
Misc. Revenue	\$39,729.53	\$52,032.78	\$60,991.46	\$ 56,423.35	\$ 71,032.39	\$1,643.51

Senior Center						
Senior Center Participants	3,993	2,399	2,860	3,269	3,586	307
Number of Trip Participants	366	316	473	387	477	50
Number of Meals Participants	3,430	3,848	2,912	3,315	2,867	259
Number of Program Participants		587	632	4,486	4,030	345
Number of Trips Offered	43	31	42	31	34	4
Number of Meals Served	48	50	46	49	49	5
Number of Programs Offered	5	54	50	90	87	8

White House Inn Library
July 2013

Summary of Activities

The library had 10 younger children's programs during the month of July in addition to its regular story time. The library had such performers as the Nashville Zoo, the Adventure Science Center, Snowbird, the Kidsville News mascot and more conduct programs for the kids. Then the library, itself, put on craft sessions that related to the performers' shows. The library allowed children to decorate animal boxes, color dinosaur eggs, plant their own lima beans, have an archeological dig, etc. Additionally, the library held a teen reading program this year with craft activities specifically for teens. The library had a total of 913 individuals show up for all of the programs. Next year, the library hopes to break the 1,000 mark.

The free AWE computer that the library received through a grant arrived during the month of July. It is now installed next to the library's other AWE computer and has already had 816 kids use it.

The library board met during the month of July. It was decided that the library would close for inventory during the month of August. This is an important process that lets the library know what books are missing or lost and if they are cataloged in the correct manner. The results from this process will allow the library to better find items for our patrons.

The Friends of the Library had a preliminary meeting in July to organize fundraising ideas before the August meeting. The Friends worked on a donation range for items in the library, fundraising proposals, and forms for asking for donations. The Friends will meet in August to approve these proposals.

Department Highlights

The department highlight for this month was the summer reading program. We had a great turn out for programs. This was the first year that we did craft sessions that related to the performers and they were a huge success. The library hopes to continue to make improvements to our reading program and increase our participation numbers.

White House Inn Library
July 2013

<u>Official Service Area Population:</u>	13,257	<u>Program</u>	<u>Sessions</u>	<u>Attendance</u>
		Toddler	6	104
<u>Memberships:</u>	10,983	Preschool	5	230
		Teen	3	8
		Adult	1	10
<u>Percent of the Population</u>		All ages	5	358
<u>with Membership:</u>	82	Total	20	707
<u>Total Materials Available:</u>	26,594			
<u>Estimated Value of Total Materials:</u>	\$664,850	<u>Wireless Internet Users:</u>		88
<u>Last Month:</u>	\$652,175			
		<u>Computer Internet Users:</u>		344
<u>Total Materials Available Per Capita:</u>	2.00	<u>Children Computers:</u>		3,170
<u>Last Month:</u>	1.96			
		<u>Volunteers:</u>		6
<u>State Minimum Standard:</u>	2.00			
		<u>Total Hours:</u>		123.25
<u>Materials Added</u>				
Adult Fiction:	98	<u>Services Provided by Contracting with State</u>		
Adult Non-Fiction:	14			
Child/Juvenile/Young Adult Fiction:	109	<u>Interlibrary Loan Service</u>		
Juvenile/Young Adult Non-Fiction:	95	Items Borrowed:		22
Audiobooks:	4	Items Loaned:		24
Movies:	178			
Music CDs:	77	<u>R.E.A.D.S. 1st Qtr. Statistics</u>		
Total:	575	eBooks Downloaded:		305
		Audiobooks Downloaded:		506
<u>Library Circulation</u>				
Total # of Check-outs:	5,178	<u>R.E.A.D.S. 2nd Qtr. Statistics</u>		
Last Month:	4,664	eBooks Downloaded:		864
Items per Patron:	2.1	Audiobooks Downloaded:		585
<u>New Memberships</u>		<u>R.E.A.D.S. 3rd Qtr. Statistics</u>		
Adult:	42	eBooks Downloaded:		528
Senior Adult:	2	Audiobooks Downloaded:		580
Child:	7			
Student:	29	<u>R.E.A.D.S. 4th Qtr. Statistics</u>		
Young Adult:	6	eBooks Downloaded:		542
Total	86	Audiobooks Downloaded:		69

Municipal Court
July 2013

Revenues

Citations

Total Collected for Month \$14,545.50
Total Collected YTD \$14,545.50

State Fines

Total Collected for Month \$985.03
Total Collected YTD \$985.03

Total Revenue for Month \$15,530.53
Total Revenue YTD \$15,530.53

Disbursements

Litigation Tax \$1,076.25
DOS / DOH Fines & Fees \$1,334.75
DOS Title & Registration \$85.50
Restitution / Refunds \$0.00
TBI-Expungement / Fees \$0.00
Worthless Checks \$122.50

Total Disbursements for Month \$2,619.00
Total Disbursements YTD \$2,619.00

Adjusted Revenue for Month \$12,911.53
Total Adjusted Revenue YTD \$12,911.53

Drug Fund Donations for Month \$146.47
Drug Fund Donations YTD \$146.47



110 General Fund

Year-To-Date

Monthly Comparative:

Month-To-Date

8.33%

Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Revenues							
31110	Real & Personal Property Tax(Current)	1,877,130.00	(2,807.00)	0.15 %	156,427.50	(2,807.00)	1.79 %
31120	Public Utilities Property Tax (Current)	75,776.00	0.00	0.00 %	6,314.67	0.00	0.00 %
31211	Property Tax Delinquent 1st Year	60,000.00	(944.35)	1.57 %	5,000.00	(944.35)	18.89 %
31212	Property Tax Delinquent 2nd Year	28,000.00	(8.00)	0.03 %	2,333.33	(8.00)	0.34 %
31213	Property Tax Delinquent 3rd Year	13,000.00	0.00	0.00 %	1,083.33	0.00	0.00 %
31214	Property Tax Delinquent 4th Year	8,000.00	0.00	0.00 %	666.67	0.00	0.00 %
31215	Property Tax Delinquent 5th Year	8,000.00	(256.00)	3.20 %	666.67	(256.00)	38.40 %
31216	Property Tax Delinquent 6th Year	2,600.00	0.00	0.00 %	216.67	0.00	0.00 %
31219	Property Tax Delinquent - Other Prior	5,500.00	0.00	0.00 %	458.33	0.00	0.00 %
31300	Int, Penalty, And Court Cost On Prop	43,500.00	(671.85)	1.54 %	3,625.00	(671.85)	18.53 %
31513	Payment In Lieu Of Tax -Sewer	93,209.00	0.00	0.00 %	7,767.42	0.00	0.00 %
31610	Local Sales Tax - Co. Trustee	2,050,000.00	(206,160.42)	10.06 %	170,833.33	(206,160.42)	120.68 %
31709	Beer And Liquor Local Priv Tax	5,200.00	(300.00)	5.77 %	433.33	(300.00)	69.23 %
31710	Wholesale Beer Tax	250,000.00	(24,197.34)	9.68 %	20,833.33	(24,197.34)	116.15 %
31800	Business Taxes	140,000.00	(60.00)	0.04 %	11,666.67	(60.00)	0.51 %
31911	Natural Gas Franchise Tax	110,000.00	0.00	0.00 %	9,166.67	0.00	0.00 %
31912	Cable TV Franchise Tax	99,000.00	0.00	0.00 %	8,250.00	0.00	0.00 %
31960	Special Assessment - Liens	2,000.00	0.00	0.00 %	166.67	0.00	0.00 %
31980	Mixed Drink Taxes	9,500.00	0.00	0.00 %	791.67	0.00	0.00 %
32090	Peddler Permit	50.00	0.00	0.00 %	4.17	0.00	0.00 %
32209	Beer And Liquor License Application	1,000.00	0.00	0.00 %	83.33	0.00	0.00 %
32610	Building Permits	21,000.00	(6,290.00)	29.95 %	1,750.00	(6,290.00)	359.43 %
32690	Other Permits	50.00	0.00	0.00 %	4.17	0.00	0.00 %

110 General Fund

Year-To-Date

Monthly Comparative: 8.33%
 Month-To-Date

Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
32710	Sign Permits	700.00	(500.00)	71.43 %	58.33	(500.00)	857.14 %
33100	Federal Grants	2,601,564.00	(803.50)	0.03 %	216,797.00	(803.50)	0.37 %
33320	Tva Payments In Lieu Of Taxes	111,164.00	0.00	0.00 %	9,263.67	0.00	0.00 %
33400	State Grants	100,000.00	0.00	0.00 %	8,333.33	0.00	0.00 %
33410	State Law Enforcement Education	23,000.00	0.00	0.00 %	1,916.67	0.00	0.00 %
33451	Local Grant - Sumner County	500,000.00	0.00	0.00 %	41,666.67	0.00	0.00 %
33460	State Grant-Library Technology	1,500.00	0.00	0.00 %	125.00	0.00	0.00 %
33510	State Sales Tax	702,980.00	0.00	0.00 %	58,581.67	0.00	0.00 %
33520	State Income Tax	20,000.00	0.00	0.00 %	1,666.67	0.00	0.00 %
33530	State Beer Tax	5,025.00	0.00	0.00 %	418.75	0.00	0.00 %
33553	State Gasoline Inspection Fee	21,023.00	0.00	0.00 %	1,751.92	0.00	0.00 %
33593	Corporate Excise Tax	12,000.00	0.00	0.00 %	1,000.00	0.00	0.00 %
33710	County Grant - Senior Nutrition	9,500.00	0.00	0.00 %	791.67	0.00	0.00 %
34120	Fees And Commissions	2,000.00	(579.85)	28.99 %	166.67	(579.85)	347.91 %
34740	Parks And Rec League Fees	70,000.00	(28,839.20)	41.20 %	5,833.33	(28,839.20)	494.39 %
34741	Field Maintenance Fees	8,000.00	(315.00)	3.94 %	666.67	(315.00)	47.25 %
34760	Library Fines, Fees, And Other	7,500.00	(789.70)	10.53 %	625.00	(789.70)	126.35 %
34793	Community Center Fees	21,000.00	(3,157.75)	15.04 %	1,750.00	(3,157.75)	180.44 %
34900	Other Charges For Services	9,500.00	(417.00)	4.39 %	791.67	(417.00)	52.67 %
35110	City Court Fines And Costs	150,000.00	(15,408.03)	10.27 %	12,500.00	(15,408.03)	123.26 %
35130	Impoundment Charges	300.00	0.00	0.00 %	25.00	0.00	0.00 %
36000	Other Revenues	14,000.00	(514.10)	3.67 %	1,166.67	(514.10)	44.07 %
36100	Interest Earnings	5,700.00	0.00	0.00 %	475.00	0.00	0.00 %
36210	Rent	18,000.00	(1,523.43)	8.46 %	1,500.00	(1,523.43)	101.56 %

Account	Description	Budget Estimate	Year-To-Date			Monthly Comparative:		
			Actual	% of Budget	Estimate Avg/Mth	Month-To-Date Actual	% of Avg	
110	General Fund							8.33%
36420	Stadium Receipts	5,400.00	0.00	0.00 %	450.00	0.00	0.00 %	
36450	Parks Concessions	11,000.00	0.00	0.00 %	916.67	0.00	0.00 %	
36700	Contri And Donation From Private	0.00	(486.77)	0.00 %	0.00	(486.77)	0.00 %	
36920	Sale Of Bonds	3,000,000.00	0.00	0.00 %	250,000.00	0.00	0.00 %	
	Total Revenues	12,333,371.00	(295,029.29)	2.39 %	1,027,780.92	(295,029.29)	28.71 %	
Expenditures								
41000	General Government	(360,806.00)	28,785.23	7.98 %	(30,067.17)	28,785.23	95.74 %	
41210	City Court	(77,537.00)	3,693.62	4.76 %	(6,461.42)	3,693.62	57.16 %	
41500	Financial Administration	(402,265.00)	40,464.33	10.06 %	(33,522.08)	40,464.33	120.71 %	
41650	Human Resources	(141,895.00)	14,589.46	10.28 %	(11,824.58)	14,589.46	123.38 %	
41670	Engineering	(2,014,000.00)	0.00	0.00 %	(167,833.33)	0.00	0.00 %	
41700	Planning And Zoning	(275,486.00)	22,560.16	8.19 %	(22,957.17)	22,560.16	98.27 %	
41800	General Government Buildings	(162,504.00)	16,608.73	10.22 %	(13,542.00)	16,608.73	122.65 %	
41921	Special Events	(4,000.00)	0.00	0.00 %	(333.33)	0.00	0.00 %	
42100	Police Patrol	(1,170,974.00)	100,866.05	8.61 %	(97,581.17)	100,866.05	103.37 %	
42120	Police Support Services	(274,565.00)	17,035.96	6.20 %	(22,880.42)	17,035.96	74.46 %	
42150	Police Administration	(218,426.00)	14,913.05	6.83 %	(18,202.17)	14,913.05	81.93 %	
42151	Communications Services	(185,000.00)	0.00	0.00 %	(15,416.67)	0.00	0.00 %	
42200	Fire Protection And Control	(1,678,119.00)	64,875.60	3.87 %	(139,843.25)	64,875.60	46.39 %	
42210	Fire Administration And Inspection	(358,350.00)	18,388.18	5.13 %	(29,862.50)	18,388.18	61.58 %	
43000	Public Works	(727,844.00)	184,235.76	25.31 %	(60,653.67)	184,235.76	303.75 %	
44310	Senior Citizen Activities	(42,614.00)	2,340.06	5.49 %	(3,551.17)	2,340.06	65.90 %	
44700	Parks	(275,727.00)	13,278.64	4.82 %	(22,977.25)	13,278.64	57.79 %	
44740	Park Maintenance	(829,464.00)	176,117.51	21.23 %	(69,122.00)	176,117.51	254.79 %	

Account	Description	Budget Estimate	Year-To-Date		% of Budget	Monthly Comparative:		% of Avg
			Actual	Estimate Avg/Mth		Month-To-Date	Actual	
110	General Fund							8.33%
44800	Libraries	(3,785,534.00)	11,736.30	(315,461.17)	0.31 %		11,736.30	3.72 %
44880	Children's Library Services	(47,922.00)	1,845.01	(3,993.50)	3.85 %		1,845.01	46.20 %
51000	Misc Exp	(225,000.00)	0.00	(18,750.00)	0.00 %		0.00	0.00 %
52210	Collection	0.00	67.25	0.00	0.00 %		67.25	0.00 %
	Total Expenditures	(13,258,032.00)	732,400.90	(1,104,836.00)	5.52 %		732,400.90	66.29 %
Total	110 General Fund	(924,661.00)	437,371.61	(77,055.08)	47.30 %		437,371.61	567.61 %

Account	Description	Budget Estimate	Year-To-Date		% of Budget	Monthly Comparative:		% of Avg
			Actual	Estimate Avg/Mth		Actual	% of Avg	
120	Industrial Development Fund							8.33%
Revenues								
33800	Local Revenue Allocations	43,000.00	(17,209.78)	3,583.33	40.02 %	(17,209.78)	480.27 %	
36100	Interest Earnings	80.00	0.00	6.67	0.00 %	0.00	0.00 %	
	Total Revenues	43,080.00	(17,209.78)	3,590.00	39.95 %	(17,209.78)	479.38 %	
Expenditures								
48000	Economic Opportunity	(50,490.00)	115.75	(4,207.50)	0.23 %	115.75	2.75 %	
	Total Expenditures	(50,490.00)	115.75	(4,207.50)	0.23 %	115.75	2.75 %	
Total 120	Industrial Development Fund	(7,410.00)	(17,094.03)	(617.50)	-230.69 %	(17,094.03)	-2,768.26	

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City of White House
 Summary Financial Statement
 July 2013

User: Charlotte Soporowski
 Date/Time: 8/6/2013 2:43 PM
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Account	Description	Budget Estimate	Year-To-Date		% of Budget	Monthly Comparative:		Actual	% of Avg
			Actual			Estimate Avg/Mth	Month-To-Date		
121	State Street Aid Fund								8.33%
Revenues									
33551	State Gasoline And Motor Fuel Tax	265,707.00	0.00	0.00 %	22,142.25	0.00	0.00 %		
36100	Interest Earnings	60.00	0.00	0.00 %	5.00	0.00	0.00 %		
	Total Revenues	265,767.00	0.00	0.00 %	22,147.25	0.00	0.00 %		
Expenditures									
43100	Highways And Streets	(263,000.00)	140,794.00	53.53 %	(21,916.67)	140,794.00	642.41 %		
	Total Expenditures	(263,000.00)	140,794.00	53.53 %	(21,916.67)	140,794.00	642.41 %		
Total	121 State Street Aid Fund	2,767.00	140,794.00	-5,088.33 %	230.58	140,794.00	-		

Account	Description	Budget Estimate	Year-To-Date		% of Budget	Estimate Avg/Mth	Monthly Comparative:		% of Avg
			Actual				Month-To-Date		
122	Parks Sales Tax Fund							8.33%	
Revenues									
36100	Interest Earnings	400.00	0.00		0.00 %	33.33	0.00		0.00 %
36425	Parks Sales Tax Receipts	79,000.00	0.00		0.00 %	6,583.33	0.00		0.00 %
	Total Revenues	79,400.00	0.00		0.00 %	6,616.67	0.00		0.00 %
Expenditures									
49000	Debt Service	(130,484.00)	0.00		0.00 %	(10,873.67)	0.00		0.00 %
	Total Expenditures	(130,484.00)	0.00		0.00 %	(10,873.67)	0.00		0.00 %
Total	122 Parks Sales Tax Fund	(51,084.00)	0.00		0.00 %	(4,257.00)	0.00		0.00 %

Account	Description	Budget Estimate	Actual	% of Budget	Monthly Comparative:		Actual	% of Avg
					Year-To-Date	Estimate Avg/Mth		
123	Solid Waste Fund							8.33%
Revenues								
34400	Sanitation - User Fees	684,000.00	(57,444.00)	8.40 %	57,000.00	(57,444.00)	100.78 %	
36100	Interest Earnings	850.00	0.00	0.00 %	70.83	0.00	0.00 %	
37794	Sale Of Materials	13,000.00	(1,372.09)	10.55 %	1,083.33	(1,372.09)	126.65 %	
	Total Revenues	697,850.00	(58,816.09)	8.43 %	58,154.17	(58,816.09)	101.14 %	
Expenditures								
43200	Sanitation	(779,203.00)	43,872.60	5.63 %	(64,933.58)	43,872.60	67.57 %	
49000	Debt Service	(54,083.00)	0.00	0.00 %	(4,506.92)	0.00	0.00 %	
	Total Expenditures	(833,286.00)	43,872.60	5.27 %	(69,440.50)	43,872.60	63.18 %	
Total 123	Solid Waste Fund	(135,436.00)	(14,943.49)	-11.03 %	(11,286.33)	(14,943.49)	-132.40 %	

Account	Description	Budget Estimate	Actual	% of Budget	Monthly Comparative:		Actual	% of Avg
					Year-To-Date	Month-To-Date		
Revenues								
36100	Interest Earnings	500.00	0.00	0.00 %	41.67	0.00	0.00	0.00 %
36421	Roads Impact Fees	2,500.00	(304.80)	12.19 %	208.33	(304.80)	146.30 %	
36422	Parks Impact Fees	1,080.00	(316.80)	29.33 %	90.00	(316.80)	352.00 %	
36423	Police Impact Fees	2,500.00	(225.60)	9.02 %	208.33	(225.60)	108.29 %	
36424	Fire Impact Fees	1,650.00	(130.20)	7.89 %	137.50	(130.20)	94.69 %	
Total	Revenues	8,230.00	(977.40)	11.88 %	685.83	(977.40)	142.51 %	
Expenditures								
51010	Roads Impact Fees	(122,710.00)	0.00	0.00 %	(10,225.83)	0.00	0.00 %	
51020	Parks Impact Fees	(22,000.00)	0.00	0.00 %	(1,833.33)	0.00	0.00 %	
51040	Fire Impact Fees	(4,297.00)	0.00	0.00 %	(358.08)	0.00	0.00 %	
Total	Expenditures	(149,007.00)	0.00	0.00 %	(12,417.25)	0.00	0.00 %	
Total	Impact Fees	(140,777.00)	(977.40)	-0.69 %	(11,731.42)	(977.40)	-8.33 %	

Account	Description	Budget Estimate	Year-To-Date		% of Budget	Monthly Comparative:		
			Actual			Estimate Avg/Mth	Actual	% of Avg
140	Police Drug Fund							8.33%
Revenues								
31610	Local Sales Tax - Co. Trustee	900.00	(125.00)		13.89 %	75.00	(125.00)	166.67 %
35130	Impoundment Charges	300.00	0.00		0.00 %	25.00	0.00	0.00 %
35140	Drug Related Fines	11,000.00	0.00		0.00 %	916.67	0.00	0.00 %
36100	Interest Earnings	80.00	0.00		0.00 %	6.67	0.00	0.00 %
	Total Revenues	12,280.00	(125.00)		1.02 %	1,023.33	(125.00)	12.21 %
Expenditures								
42129	Drug Investigation And Control	(15,933.00)	0.00		0.00 %	(1,327.75)	0.00	0.00 %
	Total Expenditures	(15,933.00)	0.00		0.00 %	(1,327.75)	0.00	0.00 %
Total	140 Police Drug Fund	(3,653.00)	(125.00)		-3.42 %	(304.42)	(125.00)	-41.06 %

Account	Description	Budget Estimate	Year-To-Date		% of Budget	Estimate Avg/Mth	Monthly Comparative:		% of Avg
			Actual				Month-To-Date	8.33%	
Revenues									
31110	Real & Personal Property Tax	620,000.00	0.00		0.00 %	51,666.67	0.00		0.00 %
36100	Interest Earnings	300.00	0.00		0.00 %	25.00	0.00		0.00 %
	Total Revenues	620,300.00	0.00		0.00 %	51,691.67	0.00		0.00 %
Expenditures									
49000	Debt Service	(813,546.00)	0.00		0.00 %	(67,795.50)	0.00		0.00 %
	Total Expenditures	(813,546.00)	0.00		0.00 %	(67,795.50)	0.00		0.00 %
Total	200 Debt Service Fund (General)	(193,246.00)	0.00		0.00 %	(16,103.83)	0.00		0.00 %

Account	Description	Budget Estimate	Year-To-Date		% of Budget	Estimate Avg/Mth	Monthly Comparative:		% of Avg
			Actual				Month-To-Date		
412	Sewer Fund								8.33%
Revenues									
36000	Other Revenues	19,000.00	(1,200.00)		6.32 %	1,583.33	(1,200.00)		75.79 %
36100	Interest Earnings	2,700.00	0.00		0.00 %	225.00	0.00		0.00 %
36920	Sale Of Bonds	6,505,000.00	0.00		0.00 %	542,083.33	0.00		0.00 %
37210	Application Fees	32,000.00	(2,125.00)		6.64 %	2,666.67	(2,125.00)		79.69 %
37220	Administrative Fees	11,000.00	(825.00)		7.50 %	916.67	(825.00)		90.00 %
37230	Sewer User Fees	2,506,000.00	(213,764.16)		8.53 %	208,833.33	(213,764.16)		102.36 %
37298	Capacity Fees	398,000.00	(7,900.00)		1.98 %	33,166.67	(7,900.00)		23.82 %
37995	Connection Fees	3,500.00	(1,050.00)		30.00 %	291.67	(1,050.00)		360.00 %
	Total Revenues	9,477,200.00	(226,864.16)		2.39 %	789,766.67	(226,864.16)		28.73 %
Expenditures									
49000	Debt Service	(709,620.00)	5,821.98		0.82 %	(59,135.00)	5,821.98		9.85 %
52117	Administration And General Expenses	(727,281.00)	58,156.27		8.00 %	(60,606.75)	58,156.27		95.96 %
52210	Collection	(6,421,780.00)	708,672.21		11.04 %	(535,148.33)	708,672.21		132.43 %
52213	Sewer Treatment And Disposal	(2,351,176.00)	111,070.58		4.72 %	(195,931.33)	111,070.58		56.69 %
52223	Depreciation	(652,737.00)	0.00		0.00 %	(54,394.75)	0.00		0.00 %
58804	ARRA Assistance - Sewer Rehab	(75,000.00)	147,743.55		196.99 %	(6,250.00)	147,743.55		2,363.90 %
	Total Expenditures	(10,937,594.00)	1,031,464.59		9.43 %	(911,466.17)	1,031,464.59		113.17 %
Total	412 Sewer Fund	(1,460,394.00)	804,600.43		55.09 %	(121,699.50)	804,600.43		661.14 %

Account	Description	Budget Estimate	Year-to-Date		% of Budget	Monthly Comparative:		% of Avg
			Actual	Estimate Avg/Mth		Actual	Month-to-Date	
416	Healthcare Fund							8.33%
Revenues								
36100	Interest Earnings	320.00	0.00	26.67	0.00 %	0.00	0.00	0.00 %
36960	Operating Transfer In From Other	30,285.00	0.00	2,523.75	0.00 %	0.00	0.00	0.00 %
	Total Revenues	30,605.00	0.00	2,550.42	0.00 %	0.00	0.00	0.00 %
Expenditures								
51520	Insurance Employers Share	(63,235.00)	2,769.58	(5,269.58)	4.38 %	2,769.58	2,769.58	52.56 %
	Total Expenditures	(63,235.00)	2,769.58	(5,269.58)	4.38 %	2,769.58	2,769.58	52.56 %
Total	416 Healthcare Fund	(32,630.00)	2,769.58	(2,719.17)	8.49 %	2,769.58	2,769.58	101.85 %

Account	Description	Budget Estimate	Actual	% of Budget	Monthly Comparative:		Actual	% of Avg
					Year-To-Date	Month-To-Date		
433	Hillcrest City Cemetery					8.33%		
Revenues								
34110	General Services	2,225.00	(321.00)	14.43 %	185.42		(321.00)	173.12 %
34321	Cemetery Burial Charges	450.00	0.00	0.00 %	37.50		0.00	0.00 %
34323	Grave - Opening And Closing Fees	14,400.00	(5,350.00)	37.15 %	1,200.00		(5,350.00)	445.83 %
36100	Interest Earnings	300.00	0.00	0.00 %	25.00		0.00	0.00 %
36340	Sale Of Cemetery Lots	8,500.00	(3,000.00)	35.29 %	708.33		(3,000.00)	423.53 %
	Total Revenues	25,875.00	(8,671.00)	33.51 %	2,156.25		(8,671.00)	402.13 %
Expenditures								
43400	Cemeteries	(40,858.00)	19,975.00	48.89 %	(3,404.83)		19,975.00	586.67 %
	Total Expenditures	(40,858.00)	19,975.00	48.89 %	(3,404.83)		19,975.00	586.67 %
Total	433 Hillcrest City Cemetery	(14,983.00)	11,304.00	75.45 %	(1,248.58)		11,304.00	905.35 %

RESOLUTIONS....

July 17, 2013

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Charlotte Soporowski, Finance Director
Re: Recommendation for Refunding Opportunity

The following resolutions are proposed to provide for a bond issuance necessary to fund the construction of a new library as budgeted in this year's Capital Improvement Plan. The resolutions were drafted and the bond transaction is being handled by our financial advisor, Rick Dulaney of Raymond James (formerly Morgan Keegan). The proposed issuance is for \$3,100,000 and includes all costs associated with the construction, development, and equipping of the library as well as bond issuance costs. The following pages include the 30 year amortization schedule detailing the annual debt payments of the proposed bond. You may note that the proposed interest rate and the payments are somewhat higher than we had anticipated. Mr. Dulaney has indicated that the bond market has been somewhat volatile lately and that interest rates have increased considerably since I put the projections together for the budget in January.

Following the resolutions as Exhibits B and C are a Financial Advisory Agreement between the City of White House and Raymond James & Associates, and an engagement letter for Bass, Berry & Sims to act as our Bond counsel. Approval of the resolution will serve as approval of these contractual arrangements as well.

Board approval of the resolution authorizing the refunding is recommended.

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

RESOLUTION 13-12

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000) GENERAL OBLIGATION BONDS OF THE CITY OF WHITE HOUSE, TENNESSEE

BE IT RESOLVED by the Board of Mayor and Aldermen (the "Board") of the City of White House, Tennessee (the "Municipality") that for the purpose of financing, in whole or in part, (i) acquisition, construction, development, and equipping of a public library for the Municipality; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such public works project; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing; and (v) payment of costs incident to the issuance and sale of such bonds therefor, there shall be issued bonds of said Municipality in the aggregate principal amount of not to exceed \$3,100,000, which shall bear interest at a rate or rates not to exceed the maximum interest rate permitted by applicable Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the Board that the City Recorder of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$3,100,000 general obligation public improvement bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Recorder of the Municipality protesting the issuance of the bonds, such bonds will be issued as proposed.

Amanda Brewton, City Recorder

Adopted and approved this 15th day of August, 2013.

Michael Arnold, Mayor

ATTEST:

Amanda Brewton, City Recorder

RESOLUTION 13-13

A RESOLUTION AUTHORIZING THE ISSUANCE, IN ONE OR MORE SERIES, OF GENERAL OBLIGATION BONDS OF THE CITY OF WHITE HOUSE, TENNESSEE, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000) FOR THE PURPOSE OF FINANCING CERTAIN PUBLIC IMPROVEMENT PROJECTS; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, municipalities in Tennessee are authorized by Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, to issue, by resolution, bonds to finance public improvement projects, and the City of White House, Tennessee (the "Municipality") finds that it is necessary and desirable to finance certain public improvement projects; and

WHEREAS, the Board of Mayor and Aldermen (the "Governing Body") of the Municipality has determined that in order to provide the funds necessary to finance, in whole or in part, the (i) acquisition, construction, development and equipping of a public library for the Municipality; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such public improvement project; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto (collectively, the "Project"); (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein, it is necessary to issue general obligation bonds of the Municipality; and

WHEREAS, an initial resolution proposing the issuance of not to exceed \$3,100,000 in aggregate principal amount of general obligation bonds, the proceeds of which shall be used for the purposes set forth above, has been adopted by the Governing Body on the date hereof, and together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, it is the intention of the Governing Body to adopt this resolution for the purpose of authorizing the issuance of general obligation bonds, in one or more series, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of White House, Tennessee, as follows:

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

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

- (a) "Bonds" means the General Obligation Public Improvement Bonds authorized herein;

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

(c) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

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

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

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

(g) "Finance Director" means the Finance Director of the Municipality;

(h) "Financial Advisor" means Raymond James & Associates, Inc., Nashville, Tennessee;

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

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

(k) "Project" means (i) acquisition, construction, development, and equipping of a public library for the Municipality; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such public improvement project; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; and

(l) "Registration Agent" means Regions Bank, Nashville, Tennessee, as the registration and paying agent for the Bonds, or such successor appointed by the Mayor pursuant to Section 4 hereof.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. It is hereby found and determined by the Governing Body as follows:

(a) The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy.

(b) The estimated proposed amortization of the Bonds is attached hereto as Exhibit A and estimated costs of issuance are disclosed in the Proposed Form of Financial Advisory Agreement, attached hereto as Exhibit B. The foregoing estimates are subject to change pursuant to Section 8 hereof.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance the Project, to reimburse the Municipality for funds previously expended for the Project, if any, and pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds, in

one or more series, of the Municipality in an aggregate principal amount not to exceed \$3,100,000. The Bonds shall be issued in fully registered, book-entry only form (except as otherwise permitted herein), without coupons, shall be issued in one or more series, shall be known as "General Obligation Public Improvement Bonds" and shall have such series designation and dated date as shall be determined by the Mayor pursuant to Section 8 hereof. Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest at a rate or rates not exceeding the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any series thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, interest on the Bonds shall be payable semi-annually on June 1 and December 1 in each year, commencing June 1, 2014. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser and shall mature, either serially or through mandatory redemption on June 1 of each year in the years 2015 through 2043, inclusive.

(b) Subject to adjustments permitted in Section 8 hereof, Bonds maturing June 1, 2015 through June 1, 2023, inclusive, shall mature without option of prior redemption and Bonds maturing June 1, 2024 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2023 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

(c) Pursuant to Section 8 hereof, the Mayor of the Municipality is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor of the Municipality. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

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

Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. On or before the date fixed for redemption, moneys shall be deposited with the Registration Agent to pay the principal of, redemption premium, if any, and interest accrued to the redemption date on the Bonds called for redemption. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

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

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

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record

Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

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

(j) Except as otherwise provided in this subsection and in Section 10 hereof, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

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

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

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and

transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the Municipality shall discontinue the Book-Entry System with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

If the winning bidder or its purchaser or assignee does not intend to offer the Bonds to the public as evidenced by certificate executed by the winning bidder or its purchaser or assignee, then the Bonds may be registered in the name of such purchaser and use of the DTC system is not required.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

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

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

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

this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of [, premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal[, and] interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing June 1, 20__ through June 1, 20__, inclusive, shall mature without option of prior redemption and Bonds maturing June 1, 20__ and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 20__ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen of the Municipality. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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*Final Maturity

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

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an

amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality for the purpose of providing funds to finance, in whole or in part, (i) acquisition, construction, development, and equipping of a public library for the Municipality; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such public improvement project; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; [(iv) reimbursement to the Municipality for funds previously expended for any of the foregoing;] and (v) payment of costs incident to the issuance and of the Bonds of which this Bond is one, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of Mayor and Aldermen of the Municipality on August 15, 2013.

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of [,premium, if any,] and interest on this Bond, the full faith and credit of the Municipality are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest

on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

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

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

CITY OF WHITE HOUSE, TENNESSEE

BY: _____
Mayor

(SEAL)

ATTESTED:

City Recorder

Transferable and payable at the
principal corporate trust office of:

Regions Bank
Nashville, Tennessee

Date of Registration: _____

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

Regions Bank
Registration Agent

By: _____
Authorized Representative

FORM OF ASSIGNMENT

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

Dated: _____

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

Signature guaranteed:

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

[End of Bond Form]

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the corporate limits of the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds. The Bonds shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par exclusive of original issue discount, and accrued interest, as a whole or in part, from time to time, as shall be determined by the Mayor in consultation with the Municipality's Financial Advisor. The Bonds shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an Internet bidding service as shall be determined by the Mayor and the Finance Director in consultation with the Financial Advisor.

(b) The Mayor, in consultation with the Finance Director and the Financial Advisor, is further authorized:

(1) to adjust the dated date of the Bonds or any series thereof, to a date other than the date of issuance;

(2) to designate the series of the Bonds;

(3) to adjust the principal and interest payment dates and maturity amounts of the Bonds or any series thereof, provided (i) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein, (ii) the first maturity date of the Bonds or any series thereof does not exceed two year from the dated date of such series of the Bonds and (iii) the term of any Bond does not exceed thirty years from the date of its emission thereof;

(5) to adjust or remove the Municipality's optional redemption provisions of the Bonds, or any emission thereof, provided the redemption premium, if any, shall not exceed two percent (2%) of the par amount of the Bonds called for redemption;

(6) to sell the Bonds or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

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

(d) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Bonds or any series thereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(e) The Mayor and City Recorder are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the successful bidder, or as the successful bidder directs, and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Financial Advisor in substantially the form presented as Exhibit B and with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form presented as Exhibit C, each with such changes as may be approved by the Mayor as evidenced by his execution thereof.

(f) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the Municipality and the passage of twenty (20) days from the date of publication thereof.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of each series of the Bonds shall be applied by the Municipality as follows:

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

(b) the remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2013 Construction Fund (the "Construction Fund") to be kept separate and apart from all other funds of the Municipality. The funds in the Construction Fund shall be disbursed solely to pay the costs of the Project, including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Project and the issuance and sale of the Bonds. Moneys in the Construction Fund shall be invested as directed by the Finance Director in such investments as shall be permitted by applicable law and the earnings thereon may either be retained in the Construction Fund and used for the same purposes as all other funds in the Construction Fund or used to pay interest on the Bonds, as the Finance Director in her discretion shall determine.

Section 10. Official Statement. The Mayor, the City Administrator and the Finance Director, or any of them, working with the Financial Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, the City Administrator and the Finance Director, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, the City Administrator and the Finance Director, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

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

If the winning bidder or its purchaser or assignee does not intend to offer the Bonds to the public as evidenced by a certificate executed by the winning bidder and/or its purchaser or assignee, then an Official Statement is authorized, but not required, as shall be determined by the Mayor in consultation with the Financial Advisor and Bond Counsel.

Section 11. Federal Tax Matters Related to the Bonds. The Municipality recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the Municipality agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The Mayor and the Finance Director are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality. Following the issuance of the Bonds, the Finance Director is directed to administer the Municipality's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 12. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

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

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

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

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

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

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

Section 13. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor and the Finance Director, or either of them, are authorized to execute at the closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Qualified Tax-Exempt Obligations. The Governing Body hereby designates any the Bonds, or any series thereof, as “qualified tax-exempt obligations”, to the extent the Bonds, or any series thereof, may be so designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 15. Reimbursement. It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Project by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 16. Reasonably Expected Economic Life. The “reasonably expected economic life” of the Project within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than thirty (30) years.

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

Section 18. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 15th day of August, 2013.

Michael Arnold, Mayor

ATTEST:

Amanda Brewton, City Recorder

STATE OF TENNESSEE)
COUNTIES OF ROBERTSON AND SUMNER)

I, Amanda Brewton, certify that I am the duly qualified and acting City Recorder of the City of White House, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on August 15, 2013, that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an amount not to exceed \$3,100,000 General Obligation Public Improvement Bonds, Series 2013 of said Municipality.

WITNESS my official signature and seal of said Municipality this ____ day of _____, 2013.

City Recorder

(SEAL)

EXHIBIT A

PROPOSED AMORTIZATION SCHEDULE
(attached)

Preliminary

White House, Tennessee

General Obligation Public Improvement Bonds, Series 2013

Estimated BQ Scale - 30 Year Amortization

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/01/2014	-	-	87,384.79	87,384.79
06/01/2015	65,000.00	0.830%	124,342.00	189,342.00
06/01/2016	70,000.00	1.120%	123,802.50	193,802.50
06/01/2017	70,000.00	1.410%	123,018.50	193,018.50
06/01/2018	70,000.00	1.720%	122,031.50	192,031.50
06/01/2019	70,000.00	2.030%	120,827.50	190,827.50
06/01/2020	70,000.00	2.390%	119,406.50	189,406.50
06/01/2021	75,000.00	2.710%	117,733.50	192,733.50
06/01/2022	75,000.00	2.910%	115,701.00	190,701.00
06/01/2023	80,000.00	2.970%	113,518.50	193,518.50
06/01/2024	80,000.00	3.150%	111,142.50	191,142.50
06/01/2025	85,000.00	3.330%	108,622.50	193,622.50
06/01/2026	85,000.00	3.510%	105,792.00	190,792.00
06/01/2027	90,000.00	3.690%	102,808.50	192,808.50
06/01/2028	90,000.00	3.820%	99,496.50	189,496.50
06/01/2029	95,000.00	3.940%	95,056.50	191,056.50
06/01/2030	100,000.00	4.120%	92,315.50	192,315.50
06/01/2031	105,000.00	4.240%	88,195.50	193,195.50
06/01/2032	110,000.00	4.310%	83,743.50	193,743.50
06/01/2033	115,000.00	4.620%	79,002.50	194,002.50
06/01/2034	120,000.00	4.810%	73,689.50	193,689.50
06/01/2035	125,000.00	4.810%	67,917.50	192,917.50
06/01/2036	130,000.00	4.920%	61,905.00	191,905.00
06/01/2037	135,000.00	4.920%	55,509.00	190,509.00
06/01/2038	140,000.00	4.980%	48,867.00	188,867.00
06/01/2039	150,000.00	4.980%	41,895.00	191,895.00
06/01/2040	155,000.00	5.100%	34,425.00	189,425.00
06/01/2041	165,000.00	5.100%	26,520.00	191,520.00
06/01/2042	175,000.00	5.100%	18,105.00	193,105.00
06/01/2043	180,000.00	5.100%	9,180.00	189,180.00
Total	\$3,075,000.00	-	\$2,672,956.79	\$5,647,956.79

Yield Statistics

Bond Year Dollars	\$56,336.04
Average Life	18.321 Years
Average Coupon	4.5671593%
Net Interest Cost (NIC)	4.6053676%
True Interest Cost (TIC)	4.5258612%
Bond Yield for Arbitrage Purposes	4.4669720%
All Inclusive Cost (AIC)	4.6693067%
IRS Form 8038	
Net Interest Cost	4.5671593%
Weighted Average Maturity	18.321 Years

2013 Raw Money - 30 yrs v : SINGLE PURPOSE : 7/31/2013 : 5:17 PM

RAYMOND JAMES
Public Finance/Debt Investment Banking

EXHIBIT B

PROPOSED FORM OF FINANCIAL ADVISORY AGREEMENT
(with disclosure of estimated costs of issuance)
(attached)

FINANCIAL ADVISORY AGREEMENT
BETWEEN
CITY OF WHITE HOUSE, TENNESSEE
AND
RAYMOND JAMES & ASSOCIATES, INC.

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

WITNESSETH

WHEREAS, from time-to-time, the City provides various public improvements for general purpose City government and its various enterprise activities and from time-to-time, may consider refinancing certain existing debt obligations; and

WHEREAS, the City is currently considering the issuance of not to exceed \$3,100,000* General Obligation Public Improvement Bonds, Series 2013 (the "Bonds") to be sold for the purpose of financing costs associated with the (i) acquisition, construction, development and equipping a new library facility; and (ii) payment of legal, fiscal and other costs incident to the sale and issuance of the Bonds; and

WHEREAS, from time-to-time the Board of Mayor and Alderman (the "Board") and other officials of the City also may need assistance in developing financial plans that address funding strategies for the implementation of its annual capital improvement program and the funding of certain capital projects approved by the Board; and

WHEREAS, the City desires that the most complete and accurate economic and financial information possible be provided its officials, potential bidders and ultimate investors in its debt obligations; and

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

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

WHEREAS, pursuant to its *Debt Management Policy* and other legal authorities, the City is authorized to engage a financial advisor to assist in the financing or refinancing of certain obligations; and

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

Section 1. The Financial Advisor, working with the Mayor, City Recorder, City Attorney and other City officials and employees, independent Bond Counsel to the City, and other such independent consultants or consulting engineers that may be engaged by the City from time-to-time shall assist in the development of a plan or plans for the financing of projects or refinancings contemplated through the issuance of the Bonds.

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

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

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

Section 5. If needed, the Financial Advisor will assist the Municipality in the preparation and submission of a *Plan of Refunding* to the Tennessee Comptroller of the Treasury and more specifically to the Director of State and Local Finance (the "State Director") in that office for review as required by Section 9-21-903, *Tennessee Code Annotated*, as amended and current regulations promulgated by the State Funding Board and other guidance provided by the State Director. The *Plan of Refunding* shall include, but not be limited to, a computation of projected costs and/or savings, a narrative description of the transaction including the history of transactions included in the *Plan of Refunding* and other required supporting schedules.

Section 6. The Financial Advisor will advise on current market conditions, forthcoming bond and note issues, federal tax law considerations and other general information and economic data which normally could influence interest rates or other bidding conditions, so that the date of the competitive public sale of the Bonds can be scheduled for a time which, in consultation with City officials and in the Financial Advisor's professional opinion, will be most favorable to the City.

Section 7. The Financial Advisor will submit a transcript of the entire proceedings related to the transaction to a firm of nationally recognized bond attorneys, selected by the City for their approving legal opinion on the Bonds offered for sale. It is acknowledged that the City has selected Bass, Berry & Sims, PLC, Nashville, Tennessee, a firm of nationally recognized bond attorneys to solely represent it as bond counsel for this transaction. It is further understood and acknowledged that Bass, Berry & Sims PLC may have represented Raymond James or its former affiliates on legal matters unrelated to the City and may do so again in the future. For this engagement however, it is understood by the Financial Advisor and the City that Bass, Berry & Sims PLC will represent the City solely as its bond counsel. Separately, Bass, Berry & Sims PLC will provide the City with a separate engagement letter outlining the scope of their services and their fees related to the Bonds.

Section 8. The Financial Advisor shall work with Bond Counsel and City officials to ensure that all the necessary notices, resolutions and other required proceedings are appropriately prepared and presented for consideration and adoption in preparation for the sale and issuance of the Bonds.

Section 9. In connection with the sale and issuance of the Bonds, the Financial Advisor shall assist the City in its preparation of a "near final" Preliminary and Final Official Statement in accordance with industry standards. Additionally, the Financial Advisor will make a national distribution of the "near final" Preliminary Official Statement to potential bidders for the Bonds using among other tools at its disposal the electronic dissemination facilities of i-DealProspectus. In addition, the Financial Advisor will assist the City in providing a reasonable number of *Official Statements* (deemed final) to the successful bidder within seven (7) business days from the sale date as required by Rule 15c2-12 of the Securities and Exchange Commission.

Section 10. The Financial Advisor will assure that appropriate forms, notices, advertisements, etc. concerning the sale and issuance of the Bonds are prepared and published by traditional, electronic or other appropriate means as required by law.

Section 11. The Financial Advisor will prepare and assemble all necessary information concerning the Bonds and information relating to the City for submission to Standard & Poor's Rating Group, a Division of McGraw-Hill, Inc. ("S&P") seeking a credit rating and review relating to the Bonds and the City. The Financial Advisor will arrange for teleconferences or meetings (if necessary) with appropriate personnel analyzing the proposed financing to assure a timely assignment of a credit rating for the City.

Section 12. Through a process satisfactory to the Municipality, the Financial Advisor will engage a major commercial bank doing business in Tennessee to serve as the City's Registration and Paying Agent. The Financial Advisor also shall arrange for The Depository Trust Company ("DTC") to be the City's agent for facilitating "book entry" delivery of the Bonds in its nominee name (currently, Cede & Co., Inc.). It is understood that Registration and Paying Agent will be separately compensated for such services based on their usual and customary fee schedule for such activities. Separately, registration and paying agent selected by the City will provide the City with a separate engagement letter outlining the scope of their services and their fees related to the Bonds.

Section 13. The Financial Advisor will be available at reasonable times to answer questions, provide information and guidance to City officials, other transaction participants and prospective bidders for the Bonds.

Section 14. The Financial Advisor will furnish a representative to assist and advise officials of the City in receiving bids for the Bonds. The Financial Advisor will also analyze bids received to assure their compliance with the requirements of the Detailed Notice of Sale. The Financial Advisor also will tabulate, verify and confirm all bids received. In addition, the Financial Advisor will assist and advise City officials regarding the award or rejection of bids for the Bonds.

Section 15. The Financial Advisor will supervise and coordinate all closing proceedings in order to assure the quickest possible delivery of the Bonds to the purchasers

including the acquisition and delivery of certificates or other evidence of indebtedness to the purchasers of the Bonds.

Section 16. After the sale, the Financial Advisor will deliver to the City, Bond Counsel, the Registration and Paying Agent and/or appropriate officials, a "*Final Financing Report*" including a schedule of debt service requirements for the Bonds and other financial schedules pertinent to the transaction.

Section 17. The Financial Advisor will calculate the "Bond Yield" according to the arbitrage provisions of the Internal Revenue Code of 1986, as amended and revised and will advise the City and Bond Counsel of such yield prior to closing.

Section 18. In corporation with Bond Counsel, the Financial Advisor will assist in the preparation of State Form CT-0253, "Report on Debt Obligations" for execution and presentation to the Board prior to submission by Bond Counsel to the State Comptroller's Office pursuant to Section 9-21-151, *Tennessee Code Annotated* and regulations promulgated by the State Funding Board of the State of Tennessee. Also pursuant to applicable rules, the final State Form CT-0253 will be delivered to the State Comptroller's Office within forty-five (45) days after the issuance of the Bonds.

Section 19. The Financial Advisor will assure that an appropriate Form 8038-G ("Information Return for Tax-Exempt Governmental Bond Issues") relating to the sale and issuance of the Bonds is prepared and filed with the United States Department of the Treasury, Internal Revenue Service on or before the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued to assure the appropriate tax-exempt status of the Bonds.

Section 20. The City agrees that in consideration for services rendered by the Financial Advisor, it shall pay or cause to be paid an aggregate fee for all services rendered in support of the transaction as set forth in Section 21. Such aggregate fee will include the payment of all expenses incurred with respect to the sale and issuance of the Bonds (see

Appendix A). The aggregate fee (including expenses) is estimated to be approximately \$54,450 although such estimated costs are subject to adjustment and revision based on actual services rendered, fee quotations, bids received, etc. Included within the aggregate estimated fees and expenses is the basic Financial Advisory fee paid to Raymond James which shall be an amount of not to exceed \$24,500. This Financial Advisory fee only shall be paid to the Financial Advisor if the Bonds are sold and only upon the successful issuance and delivery of the Bonds. However, other incurred costs associated with the transaction may be payable whether or not the Bonds are not sold and issued. Furthermore, it is agreed that any Financial Advisory fee earned accrues to the benefit of Raymond James's Public Finance and Debt Investment Banking Division. Raymond James's Fixed Income Capital Markets Division and any of its other divisions may also benefit in the future from fees and commissions earned from open market, secondary trading of and market making activities for the Bonds and for future debt obligations of the City.

Section 21. From its fee, the Financial Advisor shall be responsible for paying its own computer expenses and personnel costs, but the Financial Advisor shall be reimbursed for costs for reproduction, graphics, postage and overnight delivery and any other miscellaneous costs such as CUSIP Bureau fees incurred in serving the City. Local travel costs of the Financial Advisor shall be its responsibility, but all travel expenses to locations other than the City shall be reimbursed at actual costs or in conformance with the City's official travel policy, whichever is less. As shown in Appendix A which depicts the details related to the estimated aggregate fee, the City will be responsible for all normal debt issuance costs and fees including, but not limited to, Bond Counsel fees and expenses; preparation, electronic dissemination, printing and distribution of the Preliminary and Final Official Statements, rating agency fees, acceptance and annual fees of the registration and paying agent and all legally required publication costs. In addition to the aggregate estimated fees and expenses and estimated underwriter's compensation determined by competitive bidding and estimated in Appendix A, the City shall be responsible directly for all compensation fees not enumerated, including, but not limited, to those due (if any) to the City Attorney or other independent consultants engaged by it or by Bond Counsel.

Section 22. The City recognizes that the Raymond James on occasion assists local jurisdictions in the investment of idle funds and other financial services. In instances where Raymond James serves in other capacities, separate compensation for such services may be merited. Raymond James is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the representatives of the Financial Advisor are involved in providing the services contemplated by this Agreement actually have knowledge, will not for any purpose be taken into account in determining the Financial Advisor's responsibilities to you under this Agreement.

Section 23. Both parties acknowledge and agree that the Financial Advisor is acting solely as a Financial Advisor with respect to the Bonds. The Financial Advisor's engagement is limited to providing financial advisory services with respect to the Bonds. The Financial Advisor has not been engaged to compare alternatives to the Bonds for this or other transactions. The Financial Advisor is not a fiduciary of any other party to the transaction and will be neither party to, nor liable under, any contract, agreement, or understanding executed or otherwise existing to affect the Bonds. The Financial Advisor will not provide any assurances that (i) any investment made in connection with the Bonds or otherwise during the engagement is the best possible investment available for the City's situation or that every possible alternative or provider has been considered and/or solicited; (ii) investigate the veracity of any certifications provided by any party; (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law; or (iv) be liable to any party if any of the Bonds or if an investment fails to close or for default of same. The Financial Advisor's limited engagement expires on the termination of this Agreement and the Financial Advisor shall have no duties or obligations thereafter.

Section 24. If any section, paragraph or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Agreement.

Section 25. From the date of its execution, this Agreement shall replace any and all existing agreements that may exist in their entirety and any such existing agreements shall cease to exist and are null and void.

Section 26. This Agreement will terminate thirty days after settlement resulting in the delivery of the Bonds to the successful bidder and cash to the City.

[Balance of Page Left Blank Intentionally]

RAYMOND JAMES & ASSOCIATES, INC.

Date: _____

Richard T. Dulaney, Managing Director
Public Finance // Debt Investment Banking

APPROVED:

Date _____

Michael Arnold, Mayor
City of White House, Tennessee

APPENDIX A
CITY OF WHITE HOUSE, TENNESSEE
General Obligation Public Improvement Bonds, Series 2013

Consistent with the City's formally adopted *Debt Management Policy*, in the interest of full transparency and with the terms of the Financial Advisory Agreement, the following disclosure is made with respect to the sale and issuance of the afore captioned Bonds.

The services, service providers and estimated costs related to the sale and issuance of the Bonds in one or more series are as follows:

<u>Service</u>	<u>Provider</u>	<u>Estimated Total⁽¹⁾</u>
Financial Advisor:	Raymond James & Associates, Inc.	\$24,500
Bond Counsel:	Bass, Berry & Sims PLC	10,000
City Attorney:	Webb & Sanders	2,000
Rating Agency:	Standard & Poor's Corporation	8,500
POS/OS Preparation; Publication; Dissemination, etc.	I-deal prospectus; TBD contract printer; Raymond James; Other	7,500
CUSIP; Other:	CUSIP Service Bureau; Other	1,200
Registration and Paying Agent:	Regions Bank Corporate Trust	<u>750</u>
Total:		<u>\$54,450</u>

Underwriter's compensation for the Bonds will be determined at the time of the competitive public sale based on actual bids received. It is estimated that such compensation will be approximately \$10.00/\$1,000* of the final par amount of the Bonds actually issued.

A State Form CT-0253 depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at closing and delivery of the Bonds, presented to the Board at their next scheduled meeting following the delivery of the Bonds and filed with the Director of State and Local Finance in the Tennessee Comptroller of the Treasury's Office by Bond Counsel in a timely fashion as required by prevailing State law.

⁽¹⁾ Best estimate based on initial discussions regarding scope and transaction size. Subject to adjustment and revision based on final sizing and invoices, etc.

* Subject to adjustment and revision based on actual bids received

EXHIBIT C

PROPOSED FORM OF ENGAGEMENT LETTER OF BOND COUNSEL
(attached)

[Letterhead of Bass, Berry & Sims PLC]

August ____, 2013

City of White House, Tennessee
Attn: The Honorable Michael Arnold
105 College Street
White House, Tennessee 37188

Re: Issuance of Approximately \$3,100,000 General Obligation Public Improvement Bonds, Series 2013 (the "Bonds")

Dear Mayor Arnold:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of White House, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds for financing, in whole or in part, (i) acquisition, construction, development, and equipping of a public library for the Municipality; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such public works project; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing, if any; and (v) payment of costs incident to the issuance and sale of such Bonds. We further understand that the Bonds will be sold in one or more series at a competitive public sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issues.
5. Prepare election proceedings or pursue validation proceedings, if any.

6. Draft those sections of the official statement disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.
7. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
8. Draft the continuing disclosure undertaking of the Issuer.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (6) above,
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.

- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except as described in paragraph 8 above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We currently represent Raymond James & Associates, Inc. on unrelated matters. We do not believe such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, our fee is estimated to be \$10,000. The fee quoted above includes all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed \$10,000.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by applicable law, any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

CITY OF WHITE HOUSE, TENNESSEE

BASS, BERRY & SIMS PLC:

By: _____
Michael Arnold, Mayor

By: _____
Karen S. Neal, Member

RESOLUTION 13-14

A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, AUTHORIZING PARTICIPATION IN THE POOL'S "DRIVER SAFETY" LOSS CONTROL MATCHING GRANT PROGRAM

WHEREAS, the safety and well being of the employees of the City of White House is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace and increase safe driving practices for the City of White House employees; and

WHEREAS, the Pool seeks to encourage the safe operation of motor vehicles by offering the "Driver Safety" Loss Control Matching Grant Program; and

WHEREAS, the City of White House now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of White House that:

Section 1. That the City of White House is hereby authorized to submit application for the "Driver Safety" Loss Control Matching Grant through the Loss Control Department of The Pool.

Section 2. That the City of White House is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Adopted this 15th day of August 2013.

Michael Arnold, Mayor

ATTEST:

Amanda Brewton, City Recorder

ORDINANCES....

ORDINANCE 13-07

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE ESTABLISHING THE TAX RATE FOR THE YEAR 2013.

BE IT ORDAINED by the Board of Mayor and Aldermen of the City of White House, Robertson and Sumner Counties, Tennessee as follows:

There is hereby levied the following tax rate on each one-hundred dollars of assessed valuation of all utilities and all other taxable properties within the corporate limits of the City of White House, Tennessee for the year 2013.

Robertson County	\$ 1.2139
Sumner County	\$ 1.2139

BE IT FURTHER ORDAINED that all utility and property taxes collected after July 1, 2013, for the prior year shall be credited to the General Fund, and all 2013 delinquent property taxes shall be appropriated to the various funds as set out in the 2012 rate.

This ordinance shall become effective upon final reading, the public welfare requiring it.

First Reading: July 29, 2013

Second Reading: August 15, 2013

Michael Arnold, Mayor

ATTEST:

Amanda Brewton, City Recorder

FINANCE....

July 17, 2013

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: W. Joe Moss, Public Services Director
Re: Request to Approve Wastewater Vehicle Purchase

On this date, July 17, 2013, I am requesting that the Mayor and Board of Alderman approve the purchase of the following wastewater trucks from Walker Chevrolet in Franklin, TN:

1. 2014 Chevrolet Silverado 2500HD pickup truck (superintendent) - \$22,880.00
2. 2014 Chevrolet Silverado 2500HD utility bed truck w/lift gate - \$31,919.00

These trucks are listed CIP approved pieces of equipment and are a necessary component of the wastewater maintenance operation.

The State of Tennessee purchasing department competitively bid this item and the trucks are a current state contract item and the number is **29705**.

Please be advised that the bid expires **October 31, 2013**. If we wait until the new bid is awarded we will incur increased pricing for these **2014 model** year trucks. I've attached the dealer quotes for your further review and consideration.

Additionally, the superintendent's truck is \$880.00 over the stated CIP amount of \$22,000.00. I will diminish one of my other CIP accounts to account for the overage.

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

ITEM 1

TRUCK WITH SERVICE BODY
WHITE HOUSE

WALKER CHEV.
RANDY MOBLEY
615-483-0069

WINDOW STICKER

2014 Chevrolet Silverado 2500HD 4WD Reg Cab 133.7" Work Truck	Interior: - Dark Titanium
6.0L/366 CID Gas/Ethanol V8	Exterior 1: - Summit White
6-Speed Automatic	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CK20903	2014 Chevrolet Silverado 2500HD 4WD Reg Cab 133.7" Work Truck	\$32,765.00
OPTIONS		
ZW9	PICKUP BOX, DELETE	-\$665.00
Z85	SUSPENSION PACKAGE, HANDLING/TRAILERING, HEAVY-DUTY	\$0.00
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI E85-COMPATIBLE, F	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CO	\$0.00
GEH	GVWR, 9500 LBS. (4309 KG)	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
PYN	WHEELS, 17" (43.2 CM) STEEL	\$0.00
QXT	TIRES, LT265/70R17E ALL-TERRAIN, BLACKWALL	\$200.00
ZXT	TIRE, SPARE LT265/70R17E ALL-TERRAIN, BLACKWALL	\$382.00
ZY1	PAINT, SOLID	INC
50U	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT	\$0.00
88V	DARK TITANIUM, VINYL SEAT TRIM	\$0.00
UM7	AUDIO SYSTEM, AM/FM STEREO	\$0.00
G80	DIFFERENTIAL, HEAVY-DUTY AUTOMATIC LOCKING REAR	\$395.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	\$230.00
NZZ	SKID PLATE PACKAGE, FRAME-MOUNTED SHIELDS	\$150.00
VF7	BUMPER, REAR DELETE	INC
DL8	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE, BLACK, MANUAL-FOLDI	INC
UQ3	AUDIO SYSTEM FEATURE, SPEAKER SYSTEM	INC
AU3	DOOR LOCKS, POWER	INC
SPECIAL EQUIPMENT OPTIONS		
5B5	WINDOWS, LOCKS AND MIRRORS, POWER WITH UPLEVEL DOOR PANELS O	\$920.00
SUBTOTAL		\$34,377.00

Advert/Adjustments	\$0.00
Destination Charge	\$995.00
TOTAL PRICE	\$35,372.00
Est City: mpg	
Est Highway: mpg	
Est Highway Cruising Range: mi	

STATE CONTRACT PRICE
AS SPECIFIED:
22574⁰⁰
BFA - GATE 9345⁰⁰
31919⁰⁰

ITEM 1 BED - LINER - TOMMYGATE

Randy Mobley

From: Sam Miller [sam@stringfellow.bz]
Sent: Tuesday, July 16, 2013 3:36 PM
To: Randy Mobley
Subject: RE: White House service body information - Walker Chev

Randy

Reading Classic II service body model # U98ASW
Stainless steel locks
Line-X spray on bed liner cargo, bumper and top of sides
Tommy gate G-2 model # G2-54-1342 EA38
Aluminum platform
Body painted white
Rear receiver hitch and 7 blade plug
Mounted on 56" ca chassis

Thanks
Sam
Stringfellow

ITEM 2
WINDOW STICKER

TRUCK ONLY

WACKER CHEV
RANDY MOBLEY
615-483-0069

2014 Chevrolet Silverado 2500HD 4WD Reg Cab 133.7" Work Truck Interior: - Dark Titanium
6.0L/366 CID Gas/Ethanol V8 Exterior 1: - Summit White
* 6-Speed Automatic Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CK20903	2014 Chevrolet Silverado 2500HD 4WD Reg Cab 133.7" Work Truck	\$32,765.00
OPTIONS		
E63	PICKUP BOX, FLEETSIDE	\$0.00
Z85	SUSPENSION PACKAGE, HANDLING/TRAILERING, HEAVY-DUTY	\$0.00
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI E85-COMPATIBLE, F	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CO	\$0.00
GEH	GVWR, 9500 LBS. (4309 KG)	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
PYN	WHEELS, 17" (43.2 CM) STEEL	\$0.00
QXT	TIRES, LT265/70R17E ALL-TERRAIN, BLACKWALL	\$200.00
ZY1	PAINT, SOLID	INC
50U	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT	\$0.00
88V	DARK TITANIUM, VINYL SEAT TRIM	\$0.00
UM7	AUDIO SYSTEM, AM/FM STEREO	\$0.00
G80	DIFFERENTIAL, HEAVY-DUTY AUTOMATIC LOCKING REAR	\$0.00
Z82	TRAILERING EQUIPMENT, HEAVY-DUTY	\$880.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	INC
NZZ	SKID PLATE PACKAGE, FRAME-MOUNTED SHIELDS	\$150.00
DL8	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE, BLACK, MANUAL-FOLDI	INC
UQ3	AUDIO SYSTEM FEATURE, SPEAKER SYSTEM	INC
AU3	DOOR LOCKS, POWER	INC
SPECIAL EQUIPMENT OPTIONS		
5B5	WINDOWS, LOCKS AND MIRRORS, POWER WITH UPLEVEL DOOR PANELS O	\$920.00
SUBTOTAL		\$34,915.00

Advert/Adjustments	\$0.00
Destination Charge	\$995.00
TOTAL PRICE	\$35,910.00
Est City: mpg	
Est Highway: mpg	
Est Highway Cruising Range: mi	

5 YEAR CONTRACT PRICE
\$ 22,880⁰⁰

GM AutoBook, Data Version: 285.0, Data updated 7/9/2013
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
Customer File:

July 18, 2013

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: W. Joe Moss, Public Services Director
Re: Request to Approve Public Works Vehicle Purchase

On this date, July 18, 2013, I am requesting that the Mayor and Board of Alderman approve the purchase of the following public works truck from Walker Chevrolet in Franklin, TN:

1. 2014 Chevrolet Silverado 2500HD pickup truck (supervisor) - \$22,880.00

This truck is a listed CIP approved piece of equipment and is a necessary component of the public works maintenance operation.

The State of Tennessee purchasing department competitively bid this item and the trucks are a current state contract item and the number is **29705**.

Please be advised that the bid expires **October 31, 2013**. If we wait until the new bid is awarded we will incur increased pricing for these **2014 model** year trucks. I've attached the dealer quotes for your further review and consideration.

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

ITEM 2

WINDOW STICKER

TRUCK ONLY

WALKER CHEV

RANDY MOBLEY

615-483-0069

2014 Chevrolet Silverado 2500HD 4WD Reg Cab 133.7" Work Truck	Interior: - Dark Titanium
6.0L/366 CID Gas/Ethanol V8	Exterior 1: - Summit White
* 6-Speed Automatic	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CK20903	2014 Chevrolet Silverado 2500HD 4WD Reg Cab 133.7" Work Truck	\$32,765.00

OPTIONS		
E63	PICKUP BOX, FLEETSIDE	\$0.00
Z85	SUSPENSION PACKAGE, HANDLING/TRAILERING, HEAVY-DUTY	\$0.00
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI E85-COMPATIBLE, F	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CO	\$0.00
GEH	GVWR, 9500 LBS. (4309 KG)	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
PYN	WHEELS, 17" (43.2 CM) STEEL	\$0.00
QXT	TIRES, LT265/70R17E ALL-TERRAIN, BLACKWALL	\$200.00
ZY1	PAINT, SOLID	INC
50U	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT	\$0.00
88V	DARK TITANIUM, VINYL SEAT TRIM	\$0.00
UM7	AUDIO SYSTEM, AM/FM STEREO	\$0.00
G80	DIFFERENTIAL, HEAVY-DUTY AUTOMATIC LOCKING REAR	\$0.00
Z82	TRAILERING EQUIPMENT, HEAVY-DUTY	\$880.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	INC
NZZ	SKID PLATE PACKAGE, FRAME-MOUNTED SHIELDS	\$150.00
DL8	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE, BLACK, MANUAL-FOLDI	INC
UQ3	AUDIO SYSTEM FEATURE, SPEAKER SYSTEM	INC
AU3	DOOR LOCKS, POWER	INC

SPECIAL EQUIPMENT OPTIONS		
5B5	WINDOWS, LOCKS AND MIRRORS, POWER WITH UPLEVEL DOOR PANELS-O	\$920.00
SUBTOTAL		\$34,915.00

Advert/Adjustments		\$0.00
Destination Charge		\$995.00
TOTAL PRICE		\$35,910.00
Est City: mpg		
Est Highway: mpg		
Est Highway Cruising Range: mi		

STATE CONTRACT PRICE
\$ 22,880⁰⁰

August 6, 2013

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: W. Joe Moss, Public Services Director
Re: Request to Approve Engineer's Task Order #3

On this date, August 6, 2013, I am requesting that the Mayor and Board of Alderman approve McGill Associate's Task Order #3 for Engineering Services for the Wastewater Collection System Hydraulic Modeling for the Wastewater Division.

The system modeling is part of my 2013/2014 CIP project list. I've attached McGill's Task Order #3 document for your further review and consideration.

- **This project is an integral part of the City's Sewer Master Plan update;**
- **As development begins to increase, we need to have a plan prepared to address the extension of the City's wastewater system in a more programmatic methodology;**
- **This model will assist the Planning Director when discussing the City's growth capabilities with interested parties.**

The Study and Report phase engineering fee associated with this task is \$48,000.00.

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

This is Task Order No. 3,
consisting of 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated February 5, 2013 ("Agreement"), Owner and Engineer agree as follows:

- I. Specific Project Data
 - A. Title: Wastewater Collection System Hydraulic Modeling
 - B. Description: The project consists of the following scope of work:
 - Review and evaluate all of the existing wastewater system design documents and construction plans, the existing pump stations in the collection system and their design criteria and actual operational data from the SCADA system outputs, and areas of potential new development;
 - Develop the hydraulic model with all of the developed input data using the latest version of SewerGEMS software from Bentley, the leading wastewater modeling software endorsed by EPA;
 - Perform sufficient field measurements of flows and pressures to calibrate the model to an acceptable level of accuracy using actual field performance data;
 - Complete models of multiple and various wastewater flow scenarios with potential new wastewater customers and other future flow scenarios that will impact the wastewater system pump stations and force mains;
 - Determine and prioritize any wastewater system capacity deficiencies and their respective locations and estimate the wastewater flows that will create the deficiencies;
 - Provide a written report detailing the multiple results produced by the model in a format that would be useful to the staff of White House. The report will provide details of the wastewater system capacities and the location of capacity deficiencies, the expected order of occurrence of the capacity deficiencies, and an estimated cost of appropriate corrective actions and system capital improvements.
2. Services of Engineer
 - Study and Report Services
 - Additional Services Requiring an Amendment to Task Order

Part 6 of Exhibit A is incorporated by reference unless otherwise noted.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date (Duration)</u>
Study and Report Phase	6 months after Contract Approval

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
Study and Report Phase	A. Lump Sum	\$48,000
Additional Services Requiring an Amendment to Task Order	B. Standard Hourly Rates	

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER: City of White House, TN

ENGINEER: McGill Associates, P.A.

By: _____

By: 

Name: _____

Name: Gary R. McGill, P.E.

Title: _____

Title: Principal

Engineer License or Firm's
Certificate No. (if required by law): Firm #2784

State of: Tennessee

Date Signed: _____

Date Signed: 8/2/13

Address for giving notices:

Address for giving notices:

McGill Associates, P.A.
2240 Sutherland Avenue, Suite 2
Knoxville, Tennessee 37919

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:
Gary R. McGill

Title: _____

Title: Principal

Phone Number: _____

Phone Number: 865-540-0801

Facsimile Number: _____

Facsimile Number: 865-595-4999

E-Mail
Address: _____

E-Mail gary.mcgill@mcgillengineers.com
Address: _____

August 6, 2013

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: W. Joe Moss, Public Services Director
Re: Request to Approve Engineer's Task Order #4

On this date, August 6 2013, I am requesting that the Mayor and Board of Alderman approve McGill Associate's Task Order #4 for Engineering Services entitle: "Sage Road Sewer Line and Pump Station", which is for the Wastewater Division.

The Sage Road lift station is part of my 2013/2014 CIP project list. I've attached McGill's Task Order #4 document and the Basin Drawing for your further review and consideration.

- **This project will address the sewer system needs for the proposed development along the Sage Road Corridor;**
- **In an effort to encourage further development, staff believes that the City should initiate the extension of sewer system appurtenances to include force main improvements and lift station availability to area's that lack available service;**
- **The City's utility engineer is reviewing the Sage Road Corridor to determine the best approach to providing pumping capabilities for a gravity sewer system in that service area;**
- **This project will be funded out of the Wastewater Enterprise Fund; which will then be augmented by the capacity fee's that are paid by the developers.**

The Lump Sum engineering fee associated with this task is \$123,000.00 or approximately 12% of the projected project cost.

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

Task Order

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated February 5, 2013 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Sage Road Sewer Line and Pump Station

Description: The project consists of the design of a new gravity sewer line and sewer pump station to provide sewer service to an area bounded by Maiden Lane (north), Sage Road (east and south) and Hester Drive (west). The project will provide gravity sewer service to consolidate a number of existing low pressure sewer customers into a single sewer pump station and provide capacity for future development in the area. The sewer line will consist of approximately 6,000 linear feet of 8 and 12-inch gravity sewer line, manholes, and appurtenances. The sewer pump station will consist of submersible pumps in a concrete wetwell and will include a magnetic flowmeter, SCADA, and provisions for connection of a portable engine generator for emergency power.

B. Number of Construction Contracts

The Project is anticipated to be constructed in one (1) Construction Contract.

2. Services of Engineer

- Design Services
- Bidding Services
- Construction Services
- Post-Construction Services
- Easement Survey and Plats
- Other Services – Funding Administrative Services

The Engineer will provide the Owner assistance in fulfilling the project administrative requirements set forth by the project's funding agency. These services will include, but not be limited to, assistance with specific bidding and DBE requirements, funding agency review meetings, reimbursement requests, project re-budgeting, and construction project inspections.

- Additional Services Requiring an Amendment to Task Order

Part 6 of Exhibit A is incorporated by reference unless otherwise noted.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date (Duration)</u>
Design Phase	4 months after Contract Approval
Bidding and Award Phase	2 months after Agency Approval of Design Plans
Construction Phase	8 months after Bidding and Award

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
Design Phase	A. Lump Sum	\$75,000
Bidding and Award Phase	A. Lump Sum	\$12,000
Construction Phase	A. Lump Sum	\$20,000
Post-Construction Phase	A. Lump Sum	\$6,000
Easement Survey and Plats	B. Standard Hourly Rates	
Funding Administrative Services	B. Standard Hourly Rates (not to exceed)	\$10,000
Additional Services Requiring an Amendment to Task Order	B. Standard Hourly Rates	

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

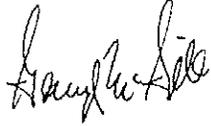
6. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER: City of White House, TN

ENGINEER: McGill Associates, P.A.

By: _____

By: 

Name: _____

Name: Gary R. McGill, P.E.

Title: _____

Title: Principal

Engineer License or Firm's
Certificate No. (if required by law): Firm #2784

State of: Tennessee

Date Signed: _____

Date Signed: 8/2/13

Address for giving notices:

Address for giving notices:
McGill Associates, P.A.
2240 Sutherland Avenue, Suite 2
Knoxville, Tennessee 37919

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Gary R. McGill

Title: _____

Title: Principal

Phone Number: _____

Phone Number: 865-540-0801

Facsimile Number: _____

Facsimile Number: 865-595-4999

E-Mail
Address: _____

E-Mail gary.mcgill@mcgillengineers.com
Address: _____

August 6, 2013

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: W. Joe Moss, Public Services Director
Re: Request to Approve Engineer's Task Order #5

On this date, August 6 2013, I am requesting that the Mayor and Board of Alderman approve McGill Associate's Task Order #5 for Engineering Services entitled: "Tyree Springs and Meadows Road Vacuum Sewer Conversions"; which is for the Wastewater Division.

The Tyree Springs portion of this request will be a contract amendment associated with the Hobbs project. The Meadows portion of this request will be bid out as a new construction contract, but it is also associated with the Hobbs project. Both projects are part of my 2013/2014 CIP project list. I've attached McGill's Task Order #5 document for your further review and consideration.

The Lump Sum engineering fee associated with this task is \$92,000.00.

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

Task Order

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated February 5, 2013 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Tyree Springs and Meadows Road Vacuum Sewer Conversions

Description: The project consists of the design, permitting, bidding/award, and construction phase services for the replacement of the City's vacuum sewer collection system in the following areas:

Tyree Springs Road from Portland Road to College Street, connecting to the Hobbs Sewer project sewer line, consisting of approximately 2,500 linear feet of 8-inch gravity sewer line, manholes, and appurtenances.

Meadows Road from Patana Drive to North Palmers Chapel Road, including Spicer Court, Strassle Drive, and Oak Park Court, consisting of approximately 6,500 linear feet of 8-inch gravity sewer line, manholes, and appurtenances.

B. Number of Construction Contracts

The project is anticipated to be constructed in two (2) construction contracts. The Tyree Springs sewer line will be constructed as part of the existing Hobbs Sewer construction contract and the Meadows Road Sewer Line will be bid in a new construction contract.

2. Services of Engineer

- Design Services
- Bidding Services
- Construction Services
- Post-Construction Services
- Easement Survey and Plats
- Other Services – Funding Administrative Services

The Engineer will provide the Owner assistance in fulfilling the project administrative requirements set forth by the project's funding agency. These services will include, but not be limited to, assistance with specific bidding and DBE

requirements, funding agency review meetings, reimbursement requests, project re-budgeting, and construction project inspections.

- Additional Services Requiring an Amendment to Task Order

Part 6 of Exhibit A is incorporated by reference unless otherwise noted.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date (Duration)</u>
Design Phase	4 months after Contract Approval
Bidding and Award Phase	2 months after Agency Approval of Design Plans
Construction Phase	6 months after Bidding and Award

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
Design Phase	A. Lump Sum	\$58,000
Bidding and Award Phase	A. Lump Sum	\$10,000
Construction Phase	A. Lump Sum	\$15,000
Post-Construction Phase	A. Lump Sum	\$4,000
Easement Survey and Plats	B. Standard Hourly Rates	
Funding Administrative Services	B. Standard Hourly Rates (not to exceed)	\$5,000
Additional Services Requiring an Amendment to Task Order	B. Standard Hourly Rates	

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER: City of White House, TN

ENGINEER: McGill Associates, P.A.

By: _____

By: 

Name: _____

Name: Gary R. McGill, P.E.

Title: _____

Title: Principal

Engineer License or Firm's
Certificate No. (if required by law): Firm #2784

State of: Tennessee

Date Signed: _____

Date Signed: 8/2/13

Address for giving notices:

Address for giving notices:

McGill Associates, P.A.
2240 Sutherland Avenue, Suite 2
Knoxville, Tennessee 37919

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Gary R. McGill

Title: _____

Title: Principal

Phone Number: _____

Phone Number: 865-540-0801

Facsimile Number: _____

Facsimile Number: 865-595-4999

E-Mail

E-Mail gary.mcgill@mcgillengineers.com

Address: _____

Address: _____

August 7, 2013

M E M O R A N D U M

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

The White House Police Department is requesting the purchase of two 2014 Ford Police Pursuit Vehicles AWD from Ford of Murfreesboro for the State Contract price of \$24,988.00 each (\$49,976 both). The Emergency Equipment totals \$12,239.50 for each vehicle (\$24,479.00 both), which will put us over budget \$3,455.00, which will be taken out of the Micro Surfacing Budget fund.

The two new vehicles will be replacing the two (2) 2005 models.

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

August 8, 2013

M E M O R A N D U M

To: Board of Mayor and Aldermen
From: Gerald Herman, City Administrator
Re: Piedmont Franchise Agreement

I am recommending that the City enter into the attached franchise agreement with Piedmont Natural Gas, Co. If you have any questions, please contact me at 672-4350, ext. 2105.

**AGREEMENT GRANTING FRANCHISE TO
PIEDMONT NATURAL GAS COMPANY, INC.**

This Agreement is entered into by and between Piedmont Natural Gas Company, Inc. and the city of White House, Tennessee (the "Agreement").

I. DEFINITIONS

1.01 As used in this Agreement, the following terms, words and phrases shall have the meanings respectively ascribed to them in this section:

"Company" shall mean Piedmont Natural Gas Company, Inc., a corporation organized under the laws of the State of North Carolina and authorized to do business in the State of Tennessee, and any successor in interest to Piedmont Natural Gas Company, Inc. under this franchise Agreement.

"City" or "City of White House" shall mean:

The City of White House, a municipal corporation located in Sumner County and Robertson County, Tennessee,

The area within the territorial City limits of the City of White House and within the extraterritorial area surrounding the City to the extent it may be lawfully included as presently or hereafter fixed by law or ordinance, or

The Board of Mayor and Aldermen of the City of White House or any officer or agent duly authorized in acting on behalf of the City as a municipal corporation, as indicated by the context by which the term is used;

"Board of Mayor and Alderman" shall mean the governing body of the City of White House;

"Gas" when used as an unqualified term shall mean either natural or artificial gas, by whatever process or processes derived or manufactured, or both such gases either separately or a mixture of them.

"Facilities" shall mean gas pipes, mains, pipelines, conduits, regulators, valves, cathodic protection equipment, anode beds, connections, other appurtenant equipment whatsoever and any services thereto.

"Ordinance" shall mean the local law enacted by the Board of Mayor and Aldermen of the City of White House adopting and approving this Agreement.

II. FRANCHISE GRANTED

2.01 The Company is hereby granted the exclusive right to construct, operate and maintain a Gas utilities system within the City for production, transmission, distribution, storage and sale of Gas to consumers and users within the City and to the City and any and all agencies and departments thereof.

2.02 The Company is hereby granted the exclusive right, authority and privilege to construct and install, operate, maintain, lay or relay, renew, replace and repair gas pipes, mains, pipelines, conduits, regulators, valves, cathodic protection equipment, anode beds, connections, other appurtenant equipment whatsoever and any services thereto, in, through, across, along and under streets, avenues, roads, public alleys, lanes, parks and squares, and other public places and ways in the City for the production, pumping, handling, transmission, distribution and sale of Gas for any and all purposes, subject to the terms and conditions hereinafter set forth in this Agreement. The Company agrees to maintain its Facilities in good working order for the term of this Agreement.

2.03 Whenever the Company wishes to enter upon any street, lane or public place for the purpose of constructing, replacing or repairing any gas mains, pipes, or other appliances, it shall notify the City, file a plan or map of the proposed work, if practicable, and comply with all provisions of any ordinances related to utility excavations in City right-of-way before commencing same. Whenever the Company causes any opening, excavation or alteration to be made in any street, lane or public place within the City in the construction, operation or maintenance of any of its pipelines or other appliances owned or used by it, the Company shall repair and restore such portions of such streets, lanes or public places to the same condition in which it found them as nearly as practicable and as soon as practicable. In the event that repair and/or restoration requires more than fourteen working days, the Company shall notify the City of the estimated date of completion as well as the circumstances of any such delay. During the period of repair and restoration, the Company shall maintain as nearly as practicable any traffic pattern in place prior to the repair/restoration. Additionally, if the Company shall fail to restore the area to its approximate former condition within a reasonable period of time no less than thirty working days after notification by the City, the City may proceed to restore such streets, lanes and public places as nearly as practicable to their original condition and the City may submit a statement of the reasonable, actual costs for this restoration to the Company. The Company agrees to pay the City for these costs within thirty days.

2.03.1 Whenever the Company shall cause any opening, excavation or alteration to be made in any street, lane or public place within the City in the construction, operation or maintenance of any of its pipelines or other appliances owned or used by it, the Company shall comply with all safety regulations required by federal, state and local laws.

2.04 In the event it becomes necessary or expedient for the City to change the course or grade of any street, lane or public place in which the Company is maintaining gas mains, pipes or other appliances and fixtures, upon the written request of the City, the Company will remove or change the location or depth of such main, pipes or other appliances and fixtures, at its own expense, as necessary to conform to the proposed street alteration.

2.05 This franchise is granted for a term of twenty-five years beginning November 11, 2013 and ending at midnight November 11, 2038. This franchise supersedes any and all former rights or franchises of the Company to operate a gas utilities system in the City with respect to all acts and things done or admitted to be done, on or after November 11, 2013.

2.06 The Company hereby agrees to indemnify, defend, and hold harmless the CITY, its elected officials, officers, boards, commissions, and employees, against any and all claims and liabilities arising from the Company's, and its assignees' or licensees', activities or Facilities, including reasonable attorneys fees and court costs. The Company agrees to maintain appropriate levels of general liability insurance for the term of this Agreement.

2.07 The Company shall not be obligated to the City or any of its departments or agencies for any tax, license fee, other fee, or any other payment whatsoever, relating to the rights granted herein except as noted in section 2.09, other than that which is levied by state law.

2.08 The Company is hereby granted the right during the existence of this franchise to mortgage or hypothecate this franchise, together with all rights and privileges there under and any right or interest therein, as security for indebtedness, subject to acceptance by any legal successor in interest of the obligations, duties, liabilities, limitations and prohibitions set out herein and subject to the approval by the Tennessee Regulatory Authority or other governmental agency whose approval is required by law. The Company shall not assign or transfer its rights under this Agreement without the City's express consent, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that this provision shall not prohibit the Company from assigning its rights hereunder to the surviving corporation in any corporate reorganization in which the Company is a party.

2.09 The Company shall pay to the City an amount equal to five percent (5%) of the annual gross revenues collected from all customers who are located and provided service by the Company within the geographical areas identified on Exhibit A. The payment of the fee shall be on a quarterly basis, and the first payment shall be made by the Company within sixty (60) days after the approval by the TRA of this Agreement and the Ordinance.. Thereafter, payment of such fee and the recovery thereof by the Company shall be pursuant to Tenn. Code Ann. Section 65-4-105(e).

III. ACCEPTANCE OF FRANCHISE

This Agreement and the Ordinance shall be submitted to the Tennessee Regulatory Authority pursuant to Tenn. Code Ann. Section 65-4-107 for approval and shall take effect from the day and date of its passage, but only after it has been accepted in all its terms and revisions by the Company, in writing, within sixty days after its passage; otherwise, the same shall be null and void and of no effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

PIEDMONT NATURAL GAS COMPANY, INC.

BY: _____
Senior Vice President - Utility Operations

ATTEST:

Vice President, General Counsel, Corporate
Secretary and Chief Compliance Officer

This is to certify that on the _____ day of _____, 2013, before me came Victor Gaglio, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Senior Vice President - Utility Operations of Piedmont Natural Gas Company, Inc., and Jane R. Lewis-Raymond, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Vice President, General Counsel, Corporate Secretary and Chief Compliance Officer of Piedmont Natural Gas Company, Inc.; that the Senior Vice President - Utility Operations and Vice President, General Counsel, Corporate Secretary and Chief Compliance Officer subscribed their names thereto, and the Company's corporate seal was affixed, all with the consent of the Board of Directors of the Company.

Witness my hand and official seal, this the _____ day of _____, 2013.

Notary Public

My Commission expires:

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF WHITE HOUSE

BY: _____
Mayor

ATTEST:

City Recorder

TENNESSEE
SUMNER COUNTY

TENNESSEE
SUMNER AND ROBERTSON COUNTY

This _____ day of _____, 2013, personally came before me, _____, City Attorney of the City of White House who, being by me duly sworn, says that he knows the common seal of the City of White House and he is acquainted with Michael Arnold, Mayor of this City, and that he saw the Mayor sign the foregoing instrument, and that he affixed the City's seal to this instrument and he signed her name in attestation of the execution of this instrument in the presence of the Mayor of this City.

Witness my hand and official seal, this the _____ day of _____, 2013.

Notary Public

My Commission Expires:

August 8, 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, Parks and Recreation Director
Re: Contract for Concession Operation

I would like to request Competitive Sealed Proposals for selling concessions at Parks and Recreation Department sporting events, which will include our Fall Baseball/Softball and Youth Basketball programs. I believe that the City will generate more revenue by allowing someone else to run the concessions and give back a designated percentage of gross sales. Our labor costs are such that it hasn't been very profitable recently for us to run it. Thank you.

August 8, 2013

M E M O R A N D U M

To: Board of Mayor and Aldermen

From: Gerald Herman, City Administrator

Re: HFR Design Contract for Design Services for Gymnasium and Ladies' Restroom Facility

I am requesting the authority to enter into contract with HFR Design, Inc. for design services for the gymnasium and ladies' restroom facility at City Hall. If you have any questions, please do not hesitate to contact me at 672-4350, ext. 2105.

 **AIA** Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of August in the year Two Thousand Thirteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

HFR Design, Inc.
7101 Executive Center Drive, Suite 300
Brentwood, TN 37027

for the following Project:
(Name, location and detailed description)

The following renovations to the White House Municipal Building and Recreational Center located at the corner of Highway 31 West and College Street, White House, TN:

- Remove the existing heating and ventilation system in the gymnasium and replace with a new system.
- Enclose the existing fan/vent openings.
- New gymnasium wood floor.
- Paint the interior of the existing facility.
- Renovate the women's restroom including new finishes and compliance with the American with Disabilities act.

The Owner and Architect agree as follows.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The Owner's procurement method for construction is unidentified at time of execution of this Agreement.

The Owner's authorized representative is Gerald Herman.

The Architect's consultants are:

Mechanical, electrical and plumbing engineering design services shall be provided by I. C. Thomasson, Inc.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Unknown at time of execution

.2 Substantial Completion date:

Unknown at time of execution

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§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$2,000,000 general aggregate limit
\$2,000,000 products/completed operations aggregate limit
\$1,000,000 each occurrence
\$300,000 damage to rented premises
\$5,000 medical expenses any one person
\$1,000,000 personal/advertising injury limit
\$1,000,000 employee benefits

.2 Automobile Liability

\$1,000,000 combined single limit

.3 Workers' Compensation Compensation, the greater of the coverages indicated below or the minimum coverages required under Tennessee law.

\$500,000 bodily injury by each accident
\$500,000 bodily injury by disease each employee
\$500,000 bodily injury by disease policy limit

.5 Architect to provide certificates of insurance with owner listed as additional insured.

.4 Professional Liability

\$3,000,000 each claim and \$5,000,000 aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work ~~as set forth in the Initial Information.~~ The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's ~~approval.~~ approval, which approval shall not be unreasonably withheld, conditioned or delayed.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation ~~of the Owner's program,~~ schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and ~~may include~~ includes bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

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- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. No subsequent modifications to the General Conditions shall be made by the Owner and the Contractor that would prejudice the Architect or increase the Architect's risk or obligations without Architect's consent.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the ~~Architect's negligent acts or omissions, negligent acts or omissions of the Architect, its employees and its consultants~~ but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall provide the Owner with written reports of such observations. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the

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Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect ~~has the authority to reject Work~~ shall recommend to the Owner that the Owner reject work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall ~~have the authority to recommend to the Owner that the Owner~~ require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or

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systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the ~~Owner~~ Owner's representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	NP	
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	NP	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	NP	
§ 4.1.6 Building information modeling Information Modeling (E202™-2008)	NP	
§ 4.1.7 Civil engineering	NP	
§ 4.1.8 Landscape design	NP	
§ 4.1.9 Architectural Interior Design (B252™-2007)	NP	
§ 4.1.10 Value Analysis (B204™-2007)	NP	
§ 4.1.11 Detailed cost estimating	Architect	4.2
§ 4.1.12 On-site project representation Project Representation (B207™-2008)	NP	
§ 4.1.13 Conformed construction documents	NP	
§ 4.1.14 As-Designed Record drawings	NP	
§ 4.1.15 As-Constructed Record drawings	Architect	
§ 4.1.16 Post occupancy evaluation	NP	
§ 4.1.17 Facility Support Services (B210™-2007)	NP	
§ 4.1.18 Tenant-related services	NP	
§ 4.1.19 Coordination of Owner's consultants	NP	
§ 4.1.20 Telecommunications/data design	NP	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	NP	
§ 4.1.22 Commissioning (B211™-2007)	Architect	4.2
§ 4.1.23 Extensive environmentally responsible design	Architect	4.2
§ 4.1.24 LEED® Certification (B214™-2007) (B214™-2012)	Architect	4.2
§ 4.1.25 Fast-track design services	NP	
§ 4.1.26 Historic Preservation (B205™-2007)	NP	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	NP	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See Exhibit B

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- ~~.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9 Evaluation of the qualifications of bidders or persons providing proposals;~~
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's excessive requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require ~~evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services ~~60~~ 120 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Two (2) visits per month to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty (20) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work ~~is provided in Initial Information, and~~ may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction-Construction and the Construction Contract with the contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, ~~except as specifically provided in Section 9.7.~~
Agreement.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to ~~binding dispute resolution.~~ the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by ~~mediation or by binding dispute resolution.~~ mediation.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. Prior to Mediation proceeding, both parties agree to make a reasonable and good faith effort to reach a mutually agreeable negotiated resolution of any and all disputes. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

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~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending ~~services~~ services at which time the Owner may avoid suspension by paying all amounts then due to Architect pursuant to this Agreement. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than ~~seven~~ thirty days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven~~ fourteen days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without ~~cause~~ cause

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated f for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 9.7. due.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. State of Tennessee.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction. .

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be be submitted to the Architect for review at least ~~44~~seven days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project ~~site~~site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. ~~The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

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Basis for compensation shall be hourly not to exceed \$50,000.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Negotiated hourly not to exceed.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Negotiated hourly not to exceed.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	percent ()	%
Design Development Phase	percent ()	%
Construction Documents Phase	percent ()	%
Bidding or Negotiation Phase	percent ()	%
Construction Phase	percent ()	%
Total Basic Compensation	one hundred	percent (100 %)

~~§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "A".

Employee or Category **Rate**

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation other than to the project's site and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 ~~Renderings, models, mock-ups, professional photography, Models~~ and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Not Applicable

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

8 % Eight percent simple interest or the maximum rate allowed pursuant to applicable law, whichever is less.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 ADA Compliance. The Americans with Disabilities Act (ADA) provides that a facility must be constructed in such a manner that, to the maximum extent feasible, most portions of the facility are readily accessible to persons with disabilities. The Owner acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

12.2 Definition of Hazardous Materials. As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

12.3 Hazardous Materials Suspension of Services. Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the

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Architect or any other party encounters any hazardous or toxic materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may negatively affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable law and regulations.

12.4 Hazardous Materials Indemnity. The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and consultants (collectively, Architect) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Architect or its agents.

12.5 Legal Action. If either party takes legal action to enforce the terms of this Agreement, the prevailing party shall recover the reasonable costs it incurs, including attorney's fees, from the other party.

12.6 Standard of Care. In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

12.7 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence with willful misconduct by the Architect.

12.8 In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Owner and the Architect agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to resolve the matter by means of litigation in a court of competent jurisdiction.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

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- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit "A Hourly Rates
Exhibit "B", Description of Additional Services

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name and title)

ARCHITECT



(Signature)

Stephen P. Griffin, AIA Sr. Vice President
(Printed name and title)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Stephen P. Griffin, AIA, Sr. Vice President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:49:56 on 08/07/2013 under Order No. 6036441060_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)



(Title)

SENIOR VICE PRESIDENT

(Dated)

AUGUST 7, 2013

HART FREELAND ROBERTS, INC.**2013 HOURLY BILLING SCHEDULE**

Classification	Billing Rate
Expert Witness Testimony	\$225.00
Sr. Principal in Charge	\$195.00
Principal in Charge	\$170.00
Sr. Reg. Project Manager	\$170.00
Sr. Project Manager	\$140.00
Reg. Project Mgr. Architect / Engineer	\$150.00
Sr. Land Surveyor	\$145.00
Reg. Land Surveyor	\$120.00
Sr. Planner	\$165.00
Planner	\$120.00
Project Manager II	\$125.00
Project Manager I	\$115.00
Reg. Architect / Engineer	\$115.00
Senior Project Designer	\$110.00
Architect / Engineer Intern	\$100.00
Project Designer	\$95.00
Senior Arch / Eng. CAD Technician	\$90.00
Architect / Engineer CAD Technician	\$80.00
Senior Interior Designer	\$110.00
Interior Designer	\$85.00
Survey Party Chief	\$85.00
Survey CADD Tech - One Person Team	\$85.00
Survey - Two Person Team	\$125.00
Survey - Three Person Team	\$160.00
Clerical	\$60.00

These rates are subject to adjustment on a semi-annual basis to allow for changes in employee compensation, and the rates in effect at the time specific work is performed shall prevail. Effective Date January 1, 2013

Exhibit B

4.1.11 A detailed cost estimate shall be provided if requested by the Owner. The fee will be a negotiated lump sum fee.

4.1.22 Commissioning shall be provided if requested by the Owner. The fee will be a negotiated lump sum fee.

4.1.23, 4.1.24 Extensive environmentally responsible design and LEED Certification shall be provided if requested by the Owner. The fee will be a negotiated lump sum fee.

OTHER BUSINESS...

DISCUSSION ITEMS...

OTHER INFORMATION....