

AMENDED

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

1. Call to Order by the Mayor
2. Prayer / Pledge
3. Roll Call
4. Adoption of the Agenda
5. Approval of Minutes of the October 17, 2013 meeting.
6. Approval of Minutes of the November 5, 2013 meeting.
7. Welcome Visitors
8. Public Hearings
  - a. **Ordinance 13-09:** An ordinance amending the Municipal Code Title 18, Chapter 2 Sewer Use Ordinance. *Second Reading*.
  - b. **Resolution 13-17:** A resolution supporting the issuance of multifamily housing revenue bonds (Hallmark Portfolio) Series 2014 not to exceed \$41,334,000 by the Health, Educational and Housing Facilities Board of Sevier County, Tennessee.
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 13-17:** A resolution supporting the issuance of multifamily housing revenue bonds (Hallmark Portfolio) Series 2014 not to exceed \$41,334,000 by the Health, Educational and Housing Facilities Board of Sevier County, Tennessee.
  - b. **Resolution 13-18:** A resolution in support of Robertson County's request to become a member of the Nashville Area Metropolitan Planning Organization.
12. Consideration of the Following Ordinances:
  - a. **Ordinance 13-09:** An ordinance amending the Municipal Code Title 18, Chapter 2 Sewer Use Ordinance. *Second Reading*.
  - b. **Ordinance 13-10:** An ordinance amending the Municipal Code Title 20 Miscellaneous. *First Reading*.
13. Finance

## AMENDED

- a. To approve or reject a contract agreement with City of Springfield for \$208,000.00 for furnishing dispatchers for the purpose of emergency dispatch at the E-911 facility. The City Administrator recommends approval.
- b. To approve or reject a grant agreement with State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives for purchase of computers. The Library Director recommends approval.
- c. To approve or reject contract change order request for additional equipment for new trucks for \$4,634.72. The Public Services Director recommends approval.
- d. To approve or reject removing from the asset list a T/L Walker (Serial #: 01018EP3E215TC), Lockwood Walker (Serial #: 833093AA), and 2002 Chevrolet 2500 utility truck (VIN #: 1GCHK24U92E242913). The Public Services Director recommends approval.
- e. To approve or reject Perfect Construction & Plumbing's bid of \$10,879.04 for the plumbing renovations for fire station # 1. There was only one bid submitted for this project. The Fire Chief recommends approval.
- f. To approve or reject Change Order #1 for \$4,795.00 for the Meadowlark Pumping Station Rehabilitation project. The Public Services Director recommends approval.
- g. To approve or reject sending an offer of agreement to Sumner County, Tennessee in reference to the Library and Stadium Properties as described in the agreement. The City Administrator recommends approval.
- h. To approve or reject the local agency project agreement with Tennessee Department of Transportation for safety improvements at the Tyree Springs (SR-528) intersection with South Palmers Chapel Road. The City Administrator recommends approval.

### 14. Other Business

- a. To approve or reject the filing of Public Form CT-0253 for the General Obligation Public Improvement Bonds, Series 2013. The Finance Director recommends approval.

### 15. Discussion Items

- a. None

### 16. Other Information

- a. Local Government Audit (see memo for further information)

### 17. Adjournment

CITY OF WHITE HOUSE  
Minutes  
*Board of Mayor and Alderman Meeting*  
October 17, 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

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

4. 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.**

5. Approval of Minutes of the September 19, 2013 meeting.

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.**

6. Welcome Visitors

Mayor Arnold welcomed all visitors.

7. Public Hearings

- a. **Ordinance 13-08:** An ordinance amending the Municipal Code Title 13, Chapter 4 Miscellaneous. *Second Reading.*

No one spoke for or against.

8. Communication from Mayor, Aldermen, and City Administrator

Ald. Paltzik complimented Chief Pat Brady on his Chamber of Commerce speech.

Ald. Paltzik stated that the City's water tower is in a competition for the best looking water tower in the country.

Ald. Decker discussed the improvement of our community's appearance and how good it looks.

Ald. Decker commented on the number of hits to the City's website due to the Economic Summit.

Ald. Decker discussed all the effort that has been put into the City's new S & P score.

Ald. Decker discussed the number of grants that we have received.

City Administrator Gerald Herman gave an update on the SR 76 sidewalk project.

City Administrator Gerald Herman stated that there have been many complaints about traffic issues at Pleasant Grove Road and SR 76, and that TDOT will be conducting a study session in the near future.

City Administrator Gerald Herman announced that the Sumner County Council of Government's annual awards banquet will be hosted by the City of Hendersonville this year.

City Administrator Gerald Herman announced that sealed bid requests for renovation of the gymnasium will be opened on Thursday, October 31<sup>st</sup> at 2:00 p.m.

City Administrator Gerald Herman stated that he and the Planning and Codes Director Reed Hillen would be attending the ICSC Shopping Center Conference in Atlanta, October 28th thru the 30<sup>th</sup>.

City Administrator Gerald Herman provided an update about construction projects happening around the City.

City Administrator Gerald Herman provided an update regarding the Friends of the Library's fundraising activities and goals for the construction of the new library facility.

City Administrator Gerald Herman noted that Trail of Treats is scheduled for October 29<sup>th</sup> at 6:00 p.m. at the White House High School Trailhead.

City Administrator Gerald Herman announced that Trick or Treat is scheduled for Thursday, October 31<sup>st</sup> from 5:30 p.m. to 8:00 p.m.

City Administrator Gerald Herman gave an update for the Christmas Parade and the Miracle on Main Street celebration at City Hall scheduled for December 7<sup>th</sup>.

9. Acknowledge Reports

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

Motion was made by Ald. Paltzik, second by Ald. Decker 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 13-15:** A resolution approving certain amendments and revisions to the Personnel Manual.

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.**

- b. **Resolution 13-16:** A resolution supporting sidewalk infrastructure extension along US 31W and associated application for grant funding support.

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.**

11. Consideration of the Following Ordinances:

- a. **Ordinance 13-08:** An ordinance amending the Municipal Code Title 13, Chapter 4 Miscellaneous. *Second Reading.*

Motion was made by Ald. Paltzik, second by Ald. Bibb to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Decker - aye; Ald. Hutson - aye; Ald. Paltzik - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 13-08 was approved on Second Reading.**

- b. **Ordinance 13-09:** An ordinance amending the Municipal Code Title 18, Chapter 2 Sewer Use Ordinance. *First Reading.*

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Ordinance 13-09 passed on first reading.**

## 12. Finance

- a. To approve or reject Change Order #3 for \$74,734.00 for the North Palmer's Chapel Vacuum Pump Station Motor Control Center Replacement project. 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 Change Order #1 for \$223,300.00 for the Hobbs/Dawn Court Sewer project. 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.**

- c. To approve or reject Sessions Paving's bid of \$951,415.96 for the Highway 76 Sidewalk project. The City Administrator recommends approval.

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

- d. To approve or reject Local Government Corporation's proposal of \$19,736.23 for replacement of the City's main server. The City Administrator 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.**

- e. To approve or reject CSR Engineering's proposal of \$23,453 for professional engineering services for the Municipal Park Trail Renovation. The Parks and Recreation Director recommends approval.

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

- f. To approve or reject Team One Concessions proposal for the Parks and Recreation's concessional sales for the city's fall ball and basketball leagues. The Parks and Recreation Director recommends approval.

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

- g. To approve or reject an additional not to exceed amount of \$50,000 for the Parking Lot Expansion project at City Hall. The City Administrator recommends approval.

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

13. Other Business

- a. Board Appointments

- i. Planning Commission

- 1. Richard Berry - Term Expires June 2016

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

14. Discussion Items

- a. None

15. Adjournment

Meeting was adjourned at 7:46 pm

ATTEST:

\_\_\_\_\_  
Michael Arnold, Mayor

\_\_\_\_\_  
Kerry Harville, City Recorder

CITY OF WHITE HOUSE  
Board of Mayor and Aldermen Minutes  
*Special Session*  
November 5, 2013  
5:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 5:01 pm.

2. Roll Call

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

3. Adoption of the Agenda

Motion was made by Ald. Bibb, 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. To approve or reject the construction bid for Civic Center gymnasium renovations.

Motion was made by Ald. Bibb, second by Ald. Decker to approve the Baron Construction, LLC bid of \$279,000.00 for the Civic Center gymnasium renovations. A voice vote was called for with all members voting aye. **Motion passed.**

5. Adjournment

Meeting was adjourned at 7:06 pm.

ATTEST:

\_\_\_\_\_  
Michael Arnold, Mayor

\_\_\_\_\_  
Kerry Harville, City Recorder

REPORTS....

**General Government Department  
October 2013**

**Administration**

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

- October 01
  - Mayor's Caucus Metropolitan Planning Organization Meeting
- October 08 - City of White House Library Bond Opening Meeting
- October 10 - Energize Me Grant Announcement
- October 15
  - Robertson County E911 Board Meeting
  - Chamber of Commerce Luncheon
  - Board of Zoning Appeals Meeting
  - Planning Commission Meeting
- October 16
  - Metropolitan Planning Organization Meeting
  - Hazard Communication Training Class
  - Miracle on Main Street Meeting
- October 17
  - Board of Mayor and Alderman Meeting
- October 21
  - Realizing Robertson County Full Investor Meeting
- October 22
  - Safe Route to School Grant Meeting
  - Public Meeting – Active Transportation Grant Hwy 31W
- October 23 to October 25 - Tennessee City Management Association Conference
- October 28 to October 30 - International Council of Shopping Centers Conference
- October 31 – SR 76 Sidewalk Preconstruction Meeting

**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	186	49	468,840	63,924
September	126	32	262,563	82,694
October	86	24	296,397	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
<b>Total</b>	<b>560</b>	<b>554</b>	<b>1,278,287</b>	<b>1,366,173</b>

**Facebook Management**

	2013 - 2014 New Likes	2012 - 2013 New Likes	2013 - 2014 # of Posts	2012 - 2013 # of Posts
July	34	19	14	5
August	25	13	22	3
September	10	14	11	4
October	7	17	18	4
November		18		10
December		17		6
January		9		3

General Government Department  
October 2013

February		15		2
March		10		2
April		7		3
May		6		3
June		15		18
<b>Total</b>	<b>51</b>	<b>306</b>	<b>65</b>	<b>59</b>

**Twitter Management**

	2013 - 2014 Total Followers	2012 - 2013 Total Followers	2013 - 2014 # of Tweets	2012 - 2013 # of Tweets
July	294	223	14	5
August	314	227	22	1
September	322	237	11	2
October	322	237	18	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
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>65</b>	<b>59</b>

**Building Maintenance Projects**

*Special Maintenance Projects*

- Installation of Automatic Teller Machine (ATM) at City Hall
- Miracle on Main Street event meetings

*General Maintenance*

- Replace A/C filters at City Hall
- Perform safety checks at City Hall
- Landscaping at City Hall
- Plumbing repairs at the Police Department
- Lighting maintenance at the Senior Center
- Electric repairs due to the gymnasium roofing project
- Repair heater at Public Works
- Repair faucet and drain at Parks and Recreation
- Perform truck maintenance
- Repair door at City Hall
- Repair faucet at City Hall
- Trash removal at City Hall

**Finance Department  
October 2013**

**Finance Section**

October should officially start tax season, however, once again, the counties were late getting files and bills out. Tax bills actually ended up not being mailed until November for the second year in a row. We are fortunate that we have adequate fund balance to handle this delay in receipt of revenues. This has become a concerning trend for both counties over the past few years, and other cities have been very vocal in their complaints because of the strain that they are experiencing in cash flow. Some action needs to be taken at the county level to correct the issues that are causing this continuing delay. The County Assessor's Offices should be held accountable for the October 1 bill date that is the primary function of their office.

The Finance Director attended the Rotary Club meeting each Thursday in October. The Finance Director also participated in the Cemetery Board meeting with no extraordinary items to report. The Finance Director and Purchasing Coordinator attended a Strategic Sourcing Summit in Murfreesboro sponsored by U.S. Communities Purchasing Alliance. The Finance Director and Purchasing Coordinator also attended an MTAS class in Franklin which covered Internal Control: Minimizing Risks for Governmental Entities. The Finance Director and Accounting Specialist attended the Tennessee Government Finance Officers Association Fall Conference in Murfreesboro and attended sessions which included the following topics: GASB Update, Tennessee State Specific Ethics, Small Government Issues, Tax Exempt Financing Regulatory Update, U.S. and Tennessee Economic Outlook, 2013 Labor and Employment Law Update, Property Assessment Issues, Affordable Health Care Act, Business Tax and Revenue Issues, MSRB and "EMMA" Initiatives, "So What?" A Comical Look at Financial Markets & Municipal Finance.

The Purchasing Coordinator attended the Tennessee Association of Public Procurement Fall Conference in Pigeon Forge; the highlight for the conference was a full one day class on "Effective Management & Construction Contracts".

During October we took further steps to fill the part-time Finance position, by e-mailing a select list of teachers to see if they could refer any students. At the end of the month we had finally received some applications and begun the review process. The Finance Director was also notified in October of the intent of Shelia White, Utility Accounting Clerk, to transfer back to the Wastewater Plant to fill the Wastewater Secretary position vacated by Betty Young's retirement. The Finance Director and Human Resources Director have begun to work toward filling this position again.

**Performance Measures**

**Major Fund Balances**

Fund	Cash Balance	Investment Account Balance
General Fund	\$182,773.12	\$3,537,180.64
Sanitation	\$194,596.31	\$496,086.07
Wastewater	\$908,090.42*	\$1,832,076.49

- All Cash Balances are bank balances reported as of November 12, 2013.
- \*The Wastewater Fund balance should be reduced by a significant Due To balance for the Sanitation Fund at \$63,011.30.

**Payroll**

Number of Payrolls	Number of Checks and Direct Deposits	Number of adjustments	Number of Void Checks
2 regular 0 special	8 paper checks 188 direct deposits	0 Retroactive Adjustments	0 Voids

**Accounts Payable**

	October	FY	Last October	Last FY
Total Invoices Processed	433	1,371	436	1,396

**Finance Department  
October 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
<b>Calls</b>	166	11	21	7	56	0	9	42	4	0	3	319
<b>Customers</b>	79	0	5	5	17	0	0	380	7	2	3	498

Finance	Accounts Payable	Business License	Property Tax	Court	Purchasing	Finance Directors Office	Total
<b>Calls</b>	2	5	34	71	54	0	166
<b>Customers</b>	0	3	11	60	5	0	79

**Purchase Orders**

Codes	6	\$1,545.03
Fire	17	\$13,363.40
Police	16	\$6,101.17
Human Resources	5	\$1,380.67
Engineering	2	\$951,523.96
Administration	7	\$21,728.05
Finance	2	\$243.44

Court	1	\$81.02
Library	13	\$2,938.16
Wastewater	33	\$323,622.33
Public Works	12	\$7,055.50
Sanitation	2	\$466.50
Parks	31	\$30,609.36
Bldg. Maintenance	4	\$4,584.00
Cemetery	1	\$100.00

<b>Total</b>	<b>152</b>	<b>\$1,365,342.59</b>
--------------	------------	-----------------------

<b>Void</b>	<b>8</b>
-------------	----------

	Number of PO's	Value of PO's
Purchase Orders Under \$2,000	141	\$52,532.63
Purchase Orders \$2000 - \$9999	6	\$20,170.77
Purchase Orders Over \$10,000	5	\$1,292,639.19
<b>Total</b>	<b>152</b>	<b>\$1,365,342.59</b>

**Emergency Purchase Orders – October - None**

Number	Vendor	Items	Amount	Nature of Emergency	Department

**Business License Activity – October**

<b>Opened</b>	7
<b>Closed</b>	1

Delinquency Rate: 58%

**Cumulative Information**

Class	Total Licenses	Delinquencies
1	44	31
2	152	87
3	251	163
4	197	88
<b>Total</b>	<b>644</b>	<b>369</b>

Finance Department  
October 2013

Municipal Court – Citations disposed either through court or payment

Description	Total Charges	Description	Total Charges
Child Restraint 4-15 (1 <sup>st</sup> Offense)	4	Open Container Law	0
Child Restraint-under 4	0	Parking Violation	0
Anti-Noise Regulations	0	Vehicle Registration Law	20
Texting While Driving	0	Seat Belt Violation – 18 and Older	40
Failure to Yield Right of Way	0	Speeding	49
Financial Responsibility Law	64	Careless Driving	0
Following Too Closely	0	Disobedience to Traffic Control Device	7
Motor Vehicle Requirements/Misc.	4	One Way Street	0
Improper Passing	0	Drivers License Law	3
Drivers Exercise Due Care	8	Turn to Avoid Signal	0
Codes Violations/Animal Control	1	Improper Backing	0
Stop Signs	5	Move Over Law	0
		<b>Total</b>	<b>205</b>

Municipal Court – Case Disposition

Disposition	Total
Ticket Paid in Full – Prior to Court	84
Guilty as Charged	17
Dismissal	16
Dismissed upon presentation of insurance	37
Not Guilty	0
Dismissed to Traffic School	7
Dismissed with Costs and Fines	24
Dismissed with Costs	15
Dismissed with Fines	5
Case Transferred to County	0
Dismissed with Public Service	0
<b>Total</b>	<b>205</b>

Wastewater Billing

New Service Connections: 8  
 Applications: 42  
 Late Penalties Applied: \$6,341.96  
 Adjustments: 11  
 Number of Reconnect Fees Paid: 32  
 Non-Payment Cut-Offs: 38

**Human Resources Department  
October 2013**

The Human Resource Director participated in the following events during the month:

- October 09: MTAS Municipal Management Academy Level II Training Class
- October 15: Chamber of Commerce Luncheon
- October 16: Miracle on Main Street meeting with the Chamber of Commerce
- October 22: Part-Time Firefighter Interviews
- October 23: Hazard Communications Training
- October 29: Safety Committee Meeting
- October 31: TML Pool Portal Demonstration

**Injury Reports:**

	2013-2014	2012-2013	2011 - 2012
July	2	0	0
August	0	1	2
September	1	1	0
October	1	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
<b>Total</b>	<b>4</b>	<b>12</b>	<b>7</b>

**Property/Vehicle Damage Reports:**

	2013-2014	2012-2013	2011 - 2012
July	2	0	0
August	0	1	0
September	1	0	0
October	2	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
<b>Total</b>	<b>5</b>	<b>6</b>	<b>7</b>

**City Wide Turnover:**

	2013-2014	2012-2013	2011 - 2012
July	2.0%	0.0%	0.0%
August	1.0%	1.0%	0.0%
September	0.0%	1.0%	0.0%
October	3.7%	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%
<b>Total</b>	<b>6.7%</b>	<b>9.0%</b>	<b>12.0%</b>

**Employee Disciplinary Reports: (T) - Termination**

	2013-2014	2012-2013	2011 - 2012
July	0		
August	0		
September	1 (S)		
October	1 (T)		
November			
December			

**(S) - Suspension**

	2013-2014	2012-2013	2011 - 2012
January		2 (S)	
February		0	
March		1 (T)	
April		0	
May		1 (S)	
June		0	
<b>Total</b>	<b>2</b>	<b>4</b>	

**Police Department  
October 2013**

**Highlights**

- The Police Department was awarded the Bulletproof Vest Partnership Grant. The Grant will reimburse the police department 50% of the total cost of the vests which will equate to a savings of \$1,230.00.

**Meetings/Civic Organizations**

- *Chief Brady attended the following meetings in October:* POST Rules Workshop (Oct. 2<sup>nd</sup> – Capt. Ring and Sgt. Enck), Dept. Head Meeting (Oct. 7<sup>th</sup>), Robertson County Chief's Meeting (Oct. 8<sup>th</sup>), 911 User Group (Oct. 9<sup>th</sup>), Chamber of Commerce Luncheon – Chief Brady Guest Speaker (Oct. 15<sup>th</sup>), Christmas Parade Meeting (Oct. 16<sup>th</sup>), and International Association of Chief's of Police Conference (IACP) – Philadelphia, PA (Oct. 19<sup>th</sup> thru Oct. 23<sup>rd</sup>).

**Police Department Administration Performance Measurements**

1. *Achieve accreditation from the Tennessee Law Enforcement Accreditation program by November 22, 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. One hundred one (101) files have been approved by an assessor. Fifteen (15) files are ready to be checked. Chief Brady is currently reviewing twenty-three (23) files. Susan Johnson is working on twelve (12) files. Susan is waiting to get a date on when an assessor can check more files. Our deadline is November 22, 2013. We have been advised we can get another extension, as long as we are showing progression. Our goal is to get all the files completed by the end of the month of November.
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	27
August	8	128	0	136
September	0	200	0	200
October	12	32	0	44
Grand Total	21	1,422	60	1,503

**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 2013-2014. (There are 730 Patrol Shifts each year.)*

**Police Department  
October 2013**

Number of Officers on Shift	October 2013	FY 2013-2014
Two (2) Officers per Shift	19	62
Three (3) Officers per Shift	44	185

2. *Acquire and place into service two Police Patrol Vehicles.* We have received two Police Interceptors. They have been sent to get equipped and stripped. We are hoping to have them in service by the end of November.
3. *Conduct two underage alcohol compliance checks during the Fiscal Year 2013-2014.* The White House Police Department will conduct a Fall and Spring Compliance check.
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	October 2013	Per 1,000 Pop.	Total 2013	Per 1,000 Pop.
<i>Serious Crime Reported</i>				
Crimes Against Persons	12	1	85	8
Crimes Against Property	18	2	323	31
Crimes Against Society	9	1	131	13
<i>Total</i>	39	4	538	52
<b>Arrests</b>	29		313	

\*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.*

	October 2013	TOTAL
Traffic Crashes Reported	27	243
Enforce Traffic Laws:		
Written Citations	272	2,911
Written Warnings	156	1,340
Verbal Warnings	342	3,953

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.*

**Police Department  
October 2013**

<b>COLLISION RATIO</b>				
<b>2013</b>	<b>COLLISIONS</b>	<b>INJURIES</b>	<b>MONTHLY RATIO</b>	<b>YEAR TO DATE</b>
October	27	3	11%	16%

**Traffic School:** Sgt. Keith Anglin instructed the DDC-4 Traffic School Class in October. There were 10 students in attendance.

**Staffing**

- Officer Andrew Towers was rehired in October to fill a vacant patrol officer position.
- Backgrounds are being conducted on applicants so a list can be compiled for any future openings.

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

***Sumner County Emergency Response Team***

- SWAT had their normal training on October 18<sup>th</sup>.

***Volunteer Reserve Officers:*** On October 23rd, the Reserves trained on handcuffing and baton. The Reserves helped with the Trial of Treats held on October 29<sup>th</sup>.

**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.***

<b>2013 CLEARANCE RATE</b>		
<b>Month</b>	<b>Group A Offenses</b>	<b>Year to Date</b>
October	85%	76%

**Communications Section**

	October 2013	Total 2013
Calls for Service	1,364	13,852
Alarm Calls	32	320

**Request for Reports**

	October 2013	FY 2013-14
Requests for Reports	23	85
Amount taken in	\$21.10	\$80.55
Tow Bills	\$0.00	\$100.00
Emailed at no charge	29	101
Storage Fees	\$0.00	\$0.00

Police Department  
October 2013

**Governor's Highway Safety Office (GHSO):** The Governor's Highway Safety Office meeting was held on October 30<sup>th</sup> at Greenbrier City Hall. Capt. Ring and Sgt. Brisson attended the meeting.

**Volunteer Police Explorers:** Nothing to report for the month of October.

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

**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 commenced on Monday, September 30<sup>th</sup>, at Heritage Elementary School. DARE Instructor, Captain Mingledorff, will teach seven classes of 157 5<sup>th</sup> graders for the ten week program. There will be one class taught at Christian Community School which will begin on Tuesday, October 1<sup>st</sup>. Both graduations are scheduled for January.
2. **Plan and coordinate Public Safety Awareness Day on Labor Day as an annual event.** This year's event was held on Monday, September 2, 2013 (Labor Day). **Completed.**
3. **Plan, recruit, and coordinate a Citizen's Police Academy as an annual event.** Class #13 commenced on Tuesday, February 19<sup>th</sup> with 30 citizens attending. Classes met once a week for three hours, for ten weeks. Graduation was held on Tuesday, April 23<sup>rd</sup> in the auditorium at City Hall with 30 citizens accepted. **Class will begin February 2014.**
4. **Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.**
  - **Wheels In Motion:**  
One Bike and 1 Helmet was presented at HB Williams on October 24<sup>th</sup>.  
One Bike and 1 Helmet was presented at R.F. Woodall on October 24<sup>th</sup>.
  - **Community Drug Take Back Event:** The 7<sup>th</sup> Semi-Annual event took place on Saturday, October 26<sup>th</sup> at the White House Walgreens. Captain Mingledorff, Det. Sgt. Hunter, and Det. Shapton collected 57 lbs. of expired medication for destruction. This was 26 lbs. more than was collected last year.
  - **Defensive Tactics:** The White House Police Department hosted two (2) forty (40) hour Defensive Tactic classes (1 male and 1 female). Sgt. Eric Enck instructed both classes.
  - **S.P.E.A.R.E:** The White House Police Department and Sgt. Enck hosted a S.P.E.A.R.E. class for the Hope Ministries Women on October 29<sup>th</sup>.

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

White House Middle School Football Security Detail: Oct. 1<sup>st</sup>.

Trail of Treats – October 29<sup>th</sup>.

2013 Participation in Joint Community Events		
	September 2013	Year to Date
Community Activities	8	69

**Fire Department  
October 2013**

**Summary of Month's Activities**

**Fire Operations**

The department responded to 83 requests for service during the month with 58 responses being medical emergencies. The department responded to 3 vehicle accidents with reported injuries with four patients transported to area hospitals.

- **October 10<sup>th</sup>** 10:40am- The Department was dispatched to a reported structure fire on Apache Trail when units arrived on scene the fire had been extinguished by the home owner and contained within the clothes dryer. No injuries were reported with this incident.
  
- **October 31<sup>st</sup>** 8:14pm- The Department was dispatched to McCurdy Road to a reported structure fire when fire units arrived on scene, dispatch was notified that the fire was located just outside the city limits. There was smoke and fire visible fire attack lines were deployed and the fire was knocked down and overhaul operations was started. It was at this time White House Community Volunteer Fire Dept. arrived on scene and operations were turned over to their incident commander and our fire units were released. During this event the department was dispatched to four additional requests for service some of which were due to the weather conditions at the time.

**Fire Administration**

- **October 9<sup>th</sup>, 16<sup>th</sup> & 23<sup>rd</sup>** - Chief Palmer and Asst. Chief Sisk conducted HAZCOM training to all city employees at fire station 2.
- **October 16<sup>th</sup> – 18<sup>th</sup>** – Chief Palmer attended the Tennessee Fire Chiefs Association meeting in Jackson TN. for training.
- **October 17<sup>th</sup>** – Asst. Chief Sisk and department staff participated in a regional earthquake drill.
- **October 22<sup>nd</sup>** – Asst. Chief Sisk, Captain Holman, Captain Railey, Captain Brewer, and Amanda Brewton conducted part-time firefighter interviews at station 2.
- **October 29<sup>th</sup>-Nov. 1<sup>st</sup>** – Chief Palmer and Asst. Chief Sisk attended the Tennessee Fire Safety Inspectors Association conference in Murfreesboro for fire inspector continuing education training.
- **October 29<sup>th</sup>** - Chief Palmer and Asst. Chief Sisk attended the monthly Safety Committee meeting at fire station 2.
- **October** - Asst. Chief Sisk participated in two National Weather Service briefings during the month.

**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 30<sup>th</sup>, 2014. **(In progress)**
- Complete the Risk Watch public safety education program with all 1<sup>st</sup> grade students by June 30<sup>th</sup>, 2014. **(In progress)**
- Complete the annual Fire Apparatus Pump Testing by December 1<sup>st</sup>, 2013.
- Complete the annual Fire Hose Testing by November 1<sup>st</sup>, 2013. **(95% complete)**
- Complete the annual Fire Hydrant Service Program by June 30<sup>th</sup>, 2014.
- Update all Pre-incident surveys by May 1<sup>st</sup>, 2014.

**Departmental Highlight**

The week of October 14<sup>th</sup> Firefighter Cary Petitt completed week four of the Fire Officer I & II class at the State Fire Academy. Upon completion of the class firefighter Petitt was able to challenge the State Fire Commission Fire Officer I certification practical testing. After completing this testing process he will be the 8<sup>th</sup> firefighter with the department to reach this level of certification.

**Fire Department  
October 2013**

**Monthly Performance Indicators**

**Incident Responses**

Structure Fires	2	Vehicle Accidents (General Cleanup)	1
Other Fires	0	Vehicle Accidents (With injuries)	3
Vehicle Fires	3	Rescue	0
Grass, Brush, Trash, Fires	1	False Alarms/Calls	5
Hazmat	0	Assist other Governmental Agency	0
Other Calls	12	Total Responses for the Month	83
Emergency Medical Responses	58	Total Responses Year to Date	308

**Fire Fighter Training**

Total Training Man Hours for the Month	492.8
Total Training Man-hours Year to Date	1,663.19

**Fire Inspection**

	<b>This Month</b>	<b>YTD</b>
Fire Inspections	8	20
Fire Investigations	0	1
Plat / Plan Reviews	4	10
Fire Preplans	0	2

**Public Fire Education**

	<b>This Month</b>	<b>YTD</b>
Participants	316	1,034
Education Hours	28.75	80
Number of Occurrences	17	60

**Public Services Department - Public Works Division  
October 2013**

**Staffing:** The public works department is authorized 6 full time employees.

1. Three (3) full-time laborers;
2. Two (2) full-time Streets equipment operators;
3. One (1) Supervisor.

**Staff Training & Meetings: 58 Hours**

**Sanitation Collection:** Waste Industries (WI) has completed the 11th 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 October 2013 report show that staff has made **52** requests on the WI web portal system, which is the lower than the month before. The breakdown for the type of request made for the residential and commercial customers are as follows:

1. **30** 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. **4** calls came from residents that had "missed" recycling service;
4. **4** calls 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 the month was approximately **32 tons** of material which is a savings of about **\$728.00** in avoided landfill tipping fees. In addition, the recyclable material revenue for September was approximately **\$297.00**. This is a net gain of **\$1,025.00**.

**City Public Works Tasks & Drainage Improvement Projects**

1. **Rolling Acres Culvert Crossing Replacement:**

Staff completed the culvert crossing by placing rip-rap on the ends and seeding the area. In addition, staff put asphalt down over the road cut.

- |                   |                       |
|-------------------|-----------------------|
| 1. Man-hours – 20 | 4. Rip-Rat – 1 ton    |
| 2. Seed – 1 lb.   | 5. Asphalt – 2.5 tons |
| 3. Straw – 1 bale |                       |

2. **Asphalt, Pothole & Shoulder Repairs:**

Autumnwood Drive - Covington Bend - Cedar Point – South Palmers Road

1. Man-hours – 151
2. Asphalt – 1 Ton (mostly prep work for upcoming asphalt overlay in this area)
3. Crush & Run – 50 Tons
4. Shoulder Repairs – 100 feet
5. Material Removed – 50 tons

3. **Yard Waste Collection:**

- |                               |                              |
|-------------------------------|------------------------------|
| 1. Residential Stops – 337    | 3. Hours of Yard Waste - 112 |
| 2. Number of Truck Loads – 36 | 4. Bagged Leaves/Grass - 269 |

4. **Litter Control:**

1. Number of bags – 29
2. Number of hours – 78

**Public Services Department - Public Works Division  
October 2013**

- 2. Number of hours -- 78
- 3. Dead Animals - 0

**5. Right-of-Way Mowing, Spraying & Tree Trimming/Removal:**

The side-mount mower, push mower and weed eater were used to clear several R-O-W's throughout the City.

- 1. Man-hours -- 43

**6. 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 -- 69
- 2. Replaced -- 12 signs

**7. Time Worked:**

- 1. Sanitation Hours -- 219
- 2. Streets Hours -- 385
- 3. Facility Maintenance Hours -- 55
- 4. Fleet Maintenance -- 94
- 5. Meeting/Training Hours - 58
- 6. Leave Hours - 227
- 7. Overtime Hours - 0
- 8. Administrative Hours - 70

**Performance**

<b>SERVICES PROVIDED</b>	<b>TOTAL</b>	<b>YTD</b>
BRUSH PICK UP	337 Stops	4,554 Stops
BRUSH TRUCK LOAD	36	512
EMERGENCY CALL OUTS	0	11
FREE CLEAN UP DROP OFFS	37	955
CURBS REPAIRED	0	2
SHOULDERS REPAIRED	10	8
SHOULDERS WORK	100 Feet	2888 feet
LITTER REMOVAL	88 Bags	482 Bags
DRAINAGE REQUESTS	3	34
SPECIAL PICK-UP	1	7
DRAINAGE WORK	0 Feet	2977 Feet
POTHLES REPAIRED	8	190
SALT USAGE (TONS)	0 Tons	4 Tons
SIGNS INSTALLED	0	116
SIGNS REMOVED	0	8
SIGNS RESET	1	23
SIGNS RELOCATED	0	9
SIGNS REPLACED	12	51
MOVE IN SPECIAL PICK UP	0	19
MOVE OUT SPECIAL PICK UP	0	3
<b>DEAD ANIMAL REMOVALS</b>	0	16
<b>MOWING R.O.W. (Hours)</b>	39 Hours	385 Hours

Public Services Department - Public Works Division  
October 2013

Sanitation Enterprise Fund Totals

Number of customers billed	Total Billed	Revenue Received	Total Billed Year to Date	Revenue Received YTD
3,731	\$57,591.50	\$57,966.11	\$229,901.00	\$232,952.76

Agency	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD Totals
<b>Solid Waste (Tons)</b>	304	288	281	302									<b>1,175</b>
<b>Disposal Fee</b>	\$7,451	\$7,130	\$7,167	\$7,484									<b>\$29,323.00</b>
<b>Roll-off Service (Tons)</b>	10	11	15	15									<b>51</b>
<b>Disposal Fee</b>	\$992	\$1,025	\$1,868	\$1,248									<b>\$5,134.00</b>
<b>Recycling Tons</b>	42	40	39	32									<b>153</b>
<b>Recycling Revenue</b>	\$484.75	\$335.79	\$349.24	\$296.64									<b>\$1,466.64</b>
<b>Oil/Steel/Battery</b>			5	4									<b>9</b>
<b>Metal Revenue</b>			\$739.00	\$585.00									<b>\$1,324.00</b>

Public Services Department - Wastewater Division  
October 2013

Collection System Activities

1. **Green Project:** The Change Order has been issued for the NPC lift station and the parts for the extra work have been ordered. There's about a 6-8 week lead time for the materials, so I don't expect the work to be completed until late December, early January.
2. **Hobbs Project:** The Hall Construction mobilized the week of September 16<sup>th</sup> and has begun working along the east side of Tyree Springs Road. We have resolved the conflict with the other utilities on the west side of the road with a change order which was approved at the October BMA meeting. The pipe laying began on east side of Tyree in mid-September. The contractor has set seven (7) manholes and completed the line from the prior project tie-in up to the north side of North Palmers Chapel Road. The contractor made the decision to tie-in the service laterals while he was laying the mainline, which will make the line testing a little more difficult, but it can be done. They've started the cleanup, but the weather has not been on their side.
3. **GIS/GEO JOBE:** We have been working with the new GIS based work order system for a several months now. Since the work order system requires the internet, we had staff's smart phones activated as wi-fi hot spots. This negates the use of costly air cards. Now that staff is accustomed to this new work order system, they are learning to appreciate this technology and the benefits it brings to their busy schedule.
4. **Lift Stations:** We've been working on the sandblasting and sealing of the North Palmers & Calista Road vacuum lift stations. The final engineering inspection was completed on September 25. The sealing system requires a total of approximately 9.0 mils thickness between the three coats (primary, intermediate and finish). Upon initial review, the finish coat did not have the required mils and we are awaiting the mil reports from the contractor for further review. The sandblasting process was very good with the exception of a couple of very minor flaws which will also be addressed by the contractor. Our October meeting went well and the contractor agreed to address the failed issues.

Wastewater Treatment Plant

- A. FLOW.....0.575 MGD
- B. CAPACITY.....1.40 MGD
- C. % OF PLANT THROUGHPUT.....41% (0.575 MGD/1.40 MGD)
- D. ACTUAL CAPACITY.....1.12 MGD (1.4 MGD x 80%)
- E. % OF ALLOCATED CAPACITY.....51% (0.575 MGD)/(1.12MGD)
- F. RAINFALL.....2.77"

1. **Violations:** The plant had no violations in October. 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 thirteen (15) months and the overall results remain positive at the plant. The clarifiers are producing a very clear effluent. We are now feeding at a rate of twenty (20) gallons per day at the Union Road lift station and fifteen (15) gallons per day at the Old Tyree lift station due to the high levels of H2S within the system. We will lower the feed rate as the weather begins to cool down. At lower temperatures, H2S releases at a much lower rate.
3. **Oxidation Ditch:** We are still waiting for parts for the gearbox/bearing failures with the #2 orbal. Nevertheless, the oxidation ditch continues to produce a clean effluent.

Public Services Department - Wastewater Division  
October 2013

4. **UV System:** The Trojan Ultra-Violet (UV) system main controller *has failed* and we have it on a bypass system. I'm working with Ben to determine if replacing the current system is still the most cost effective method or seeking a retrofit. Cost will be the mitigating factor on a retrofit. The chamber 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.
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.
- 6.

SCADA Alarm Responses		
October - 2013		
	Month	YTD
North Palmers	200	1011
Calista	25	440
Wilkinson	118	130
Portland Road	2	2
Cope Crossing	16	93
Union Road	0	5
Meadowlark	10	31
Hwy 76	1	1
Cambria	0	0
Treatment Plant	24	131
<b>Total Responses</b>	<b>396</b>	<b>1844</b>
<b>TN ONE-Call</b>	<b>82</b>	<b>454</b>

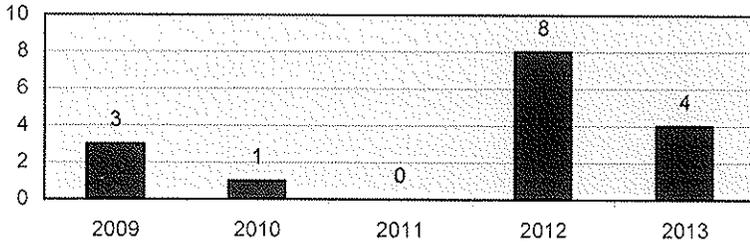
October 2013 Work Orders	Month	YTD
<b>Monthly Service Requests Total</b>	85	449
Mainline Repairs	2	5
Service Line Repairs	3	108
E/2000 (B) to E/Extreme Change-outs	6	22
E/2000 (B) to E/2000 (B) Change-outs	0	7
E/Extreme to E/2000 (B) Change-outs	0	3
E/Extreme to E/Extreme Change-outs	10	34
E/2000 (B) Conversions	0	2
E/One Extreme Conversions	5	20
Low Pressure Service Requests	65	267
Vacuum System Service Request	3	24
Open Ditch Inspection for New Service	3	6
Final Inspection for New Service	3	7
Sanitary Sewer Overflow (SSO)	0	1
Vacuum Request	3	24

Public Services Department - Wastewater Division  
October 2013

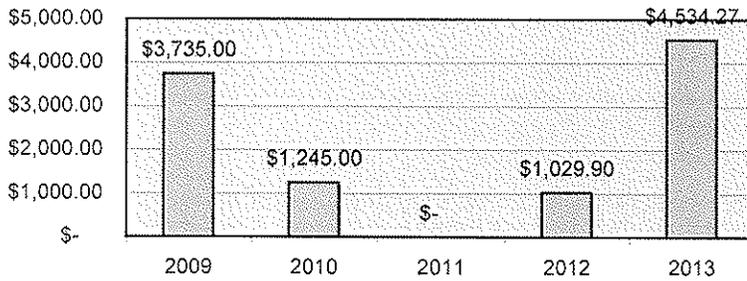
Odor Complaint	1	2
Major Lift Station Repairs	0	1

Planning and Codes Department  
OCTOBER 2013

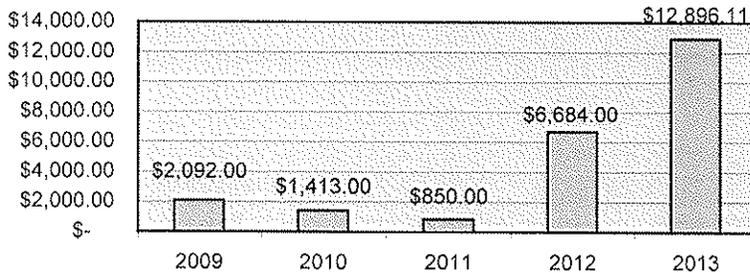
Single Family Permits



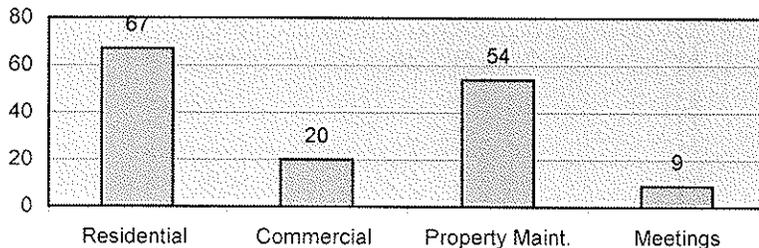
Impact Fees



Permit Fees



Inspections / Meetings



	Month	FY 13-14
<b>MEETING AGENDA ITEMS#</b>		
Planning Commission	4	16
Construction Appeals	0	0
Zoning Appeals	1	5
Training/Study Session	0	0
Property Maintenance	0	0
<b>PERMITS</b>		
Single Family Residential	4	18
Multi-Family Residential	48	51
Other Residential	13	66
New Commercial	0	1
New Industrial	0	0
Other Com/Ind	0	7
State Electrical	48	170
Sign	0	2
Occupancy Permits	1	17
Other	1	7
<b>BUILDING INSPECTIONS</b>		
Residential	67	215
Hours	20.25	67.92
Commercial /Industrial	20	60
Hours	7.5	25.33
<b>CODE ENFORCEMENT</b>		
Total Cases	54	239
Hours	13.92	43.09
Complaints Received	10	55
<b>MEETINGS</b>		
Administration	3	10
Hours	2.7	14.7
Planning	2	10
Hours	17	39.25
Codes	4	24
Hours	1.83	18.83
<b>FEES</b>		
Permit Fees	\$12,896.11	\$ 29,805.13
Board Review Fees	\$100.00	\$ 1,275.00
City Impact Fee	\$4,534.27	\$ 7,470.20
Roads	\$1,531.25	\$ 2,142.05
Parks	\$1,334.40	\$ 1,962.30
Police	\$1,004.62	\$ 2,024.82
Fire	\$663.80	\$ 1,340.83
<b>OTHER ITEMS</b>		
Subdivision Lots	0	0
Commercial/Industrial (Sq ft)	0	0
Multi-Family Units	48	51
Other	N/A	0
<b>OTHER ITEMS</b>		
Subdivision Bonds: 12	\$	693,270.00
Builders Bonds	\$	42,866.43
Workings Days in Month		19

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

**Summary of Month's Activities**

The RTP Grant (Recreational Trails Program) project is currently in the design stage with CSR Engineering. Surveying work has been performed and the data is being analyzed for running slope and cross slope issues. The plan is to complete the design work this winter with the intent to begin construction in the spring as the temperatures rise. CSR Engineering will also perform the construction administration on the project.

Replacement of the gym roof is beginning the first week of November and will be completed within 30 days. A 20-year system warranty was specified for the roof.

A new wooden / wire fence was installed along a 285' stretch of trail adjacent to White House High School in October. The goal was to have it installed before the Trail of Treats on the 29<sup>th</sup> and the goal was met. Volunteer Fence installed it and did a great job.

The Director contacted Lee Davidson from Lose and Associates to get the digital files for the greenway trailhead signage. He was pleased to help us and sent them on Nov 1<sup>st</sup>. The map sign file can be edited to remove the section of greenway that is shown incorrectly as being completed. Once this is fixed, quotes will be obtained to replace the signage at the 4 trailheads. There are plans to include color coding on the new map signage in intervals for emergency locating. The intervals will be consistent with the distances between trailheads.

Reynolds Electrical Contractor repaired eight lights at the Soccer Complex by replacing lamps, ballasts, and capacitors.

**Special Events:**

- ✓ October 5<sup>th</sup>, Pumpkin Run 5K
- ✓ October 12<sup>th</sup>/13<sup>th</sup>-Fall Classic Soccer Tournament at the Complex
- ✓ October 12<sup>th</sup>, Harvest Moon Festival at the Municipal Park
- ✓ Harvest Moon 7K Race, starts at Tyree Springs Trailhead
- ✓ October 26<sup>th</sup>, NSA sanctioned 24 team youth softball tournament on 6 fields at the Municipal Park.
- ✓ October 26<sup>th</sup>, WHCOC Fish Fry on the City Hall property (lower field)
- ✓ October 29<sup>th</sup>, Trail of Treats on the Greenway 6:00pm

Recreation

The Girls Volleyball fall league ended October 5<sup>th</sup>. We had 4 teams in the 3<sup>rd</sup> – 5<sup>th</sup> grade league and 4 teams in the 6<sup>th</sup> – 8<sup>th</sup> grade league.

Fall Baseball and Softball ended October 5<sup>th</sup>. We had 15 teams in baseball and 17 teams in softball. The Harvest Moon 7K was October 12<sup>th</sup>. We had approximately 26 people who participated in the race. Beck Hobneck was the Overall Male Winner and Freda Miller was the Overall Female Winner. Kevin Allen was the Masters Male Winner and Sharon Renfroe was the Master Female Winner.

The Men's Open Softball Competitive and Recreational Leagues ended October 29<sup>th</sup>. We had 10 teams total between the two leagues. Mac Electric won the Competitive League and Kellogg Construction won the Recreational League.

Youth Basketball registration ended October 21<sup>st</sup>. We have approximately 275 participants. Last year we had approximately 255 – 260. Finding a place to practice for the younger age group is still a work in progress. All games will be played at Heritage High School.

We are going to postpone the start of Men's Open Basketball to the spring or summer.

Parks Maintenance

Winterization of buildings without heat has begun. As the various leagues finish up their respective season, more buildings will be done.

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

We have been cleaning up some areas this fall with the tractor and bush hog. Overgrown areas along the Greenway, Soccer Complex and the Park were cut.

The five fields at the Soccer Complex have been sown with 2100 pounds of annual rye seed.

**Update on Department Goals and Objectives**

Staffing

Both of the part-time Groundskeeper positions have been filled. These employees will each average 22 hours per week year round, which is a tremendous improvement. We are currently trying to fill 1 part-time Civic Center Attendant position.

**Department Highlight**

Trail of Treats was October 29<sup>th</sup>. We had approximately 3,000 people show up for the event! Kimbro Air won first place for Best Decorated Booth. White House Children's Clinic came in Second Place and White House Utility District came in 3<sup>rd</sup>. There were 45 booth spaces reserved.

The annual Christmas Parade is scheduled for Saturday, December 7<sup>th</sup>. The theme is "The Stories of Christmas." The Grand Marshall is Rudy Kalis. Anyone wishing to participate in the parade must register through the Parks and Recreation Department by December 5<sup>th</sup> at 5:15PM.

**Department Cost Savings Report**

The Parks Maintenance shop phone line was canceled because it is no longer needed. This will save \$65 per month.

**Parks, Recreation, Cultural Arts Department**  
**October**  
**2013**

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

	Sep-13	Oct. 13	YTD FY 2013-14
	153	76	631
	150	2,100	2,260
	0	0	0
	0	0	0

	FY 2007-2008	FY 2009-2010	FY 2010-11	FY 2011-12	FY 2012-13	
<b>Recreation</b>						
Number of Youth Program Participants	377	336	354	448	818	
Number of Adult Program Participants	857	1,343	2,353	2,471	1,726	
Number of Theatre Production Attendees	102	0	0	0	0	
Number of Special Event Attendees	2,865	2,505	3,484	3,970	796	
Total Number of Special Events Offered	8	17	19	17	19	
Total Number of Programs Offered	23	38	68	78	51	
Youth Program Revenue	\$22,095.25	\$27,728.00	\$29,068.00	\$29,702.00	\$ 49,676.00	
Adult Program Revenue	\$15,246.25	\$9,368.25	\$14,899.65	\$19,216.05	\$ 16,060.90	
Theatre Production Revenue	\$485.00	\$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	

	0	0	0	436
	40	48	0	330
	0	0	0	0
	70	3,000	3,145	
	4	3	8	
	3	3	22	
	\$1,414.00	\$18,270.00	\$ 45,347.40	
	\$120.00	\$741.00	\$ 5,789.30	
	\$0.00	\$0.00	\$0.00	
	\$500.00	\$785.00	\$ 2,905.00	

	FY 2007-2008	FY 2009-2010	FY 2010-11	FY 2011-12	FY 2012-13	
<b>Administration</b>						
Number of Shelter Reservations	112	153	116	112	110	
Hours of Shelter Reservations						
Shelter Reservation Revenue	\$3,732.00	\$4,083.00	\$3,415.00	\$ 3,396.00	\$ 3,270.00	
Number of Facilities Reservations	305	105	63	136	261	
Hours of Facility Reservations						
Facility Reservation Revenue	\$28,514.05	\$6,345.82	\$6,475.63	\$ 16,224.25	\$ 36,686.43	
Field Rental Revenue						
Misc. Revenue	\$39,729.53	\$52,032.78	\$60,991.46	\$ 56,423.35	\$ 71,032.39	

	16	17	56
	\$325.00	\$210.00	\$ 1,129.00
	19	26	74
	\$2,812.50	\$3,087.50	\$ 11,018.75
	\$50.00	\$575.00	\$ 1,170.00
	\$8,089.28	\$6,545.55	\$ 16,298.34

	FY 2007-2008	FY 2009-2010	FY 2010-11	FY 2011-12	FY 2012-13	
<b>Senior Center</b>						
Senior Center Participants	3,993	2,399	2,860	3,269	3,586	
Number of Trip Participants	366	316	473	387	477	
Number of Meals Participants	3,430	3,848	2,912	3,315	2,867	
Number of Program Participants		587	632	4,486	4,030	
Number of Trips Offered	43	31	42	31	34	
Number of Meals Served	48	50	46	49	49	
Number of Programs Offered	5	54	50	90	87	

	213	387	1,119
	16	18	131
	221	282	965
	311	454	1,318
	2	2	13
	4	5	18
	6	9	28

**White House Inn Library & Museum**  
**October 2013**

**Summary of Activities**

In October, the Library celebrated Teen Read Week from the 10<sup>th</sup> through the 17<sup>th</sup>. The Library showed a spooky movie on the night of the 10<sup>th</sup> with pizza and popcorn to kick off the event. Then, teens got together on the 15<sup>th</sup> to create swamp soup and a cauldron dessert. Finally, on our last night, teens carved their own pumpkin to take home with them. These activities were entertaining to teens while also teaching them cooking and carving skills. The events also encouraged teens to read as the library pulled out its pumpkin carving and Halloween craft books.

The library also held a trustee party on October 23<sup>rd</sup>. The purpose of this party was for the library staff to get to know their trustees and vice-versa. The staff members were recognized for some of the many functions they perform before playing family feud against the trustees to see who knew more library knowledge.

The Friends of the library finished their campaign fundraising booklet and presented the booklet at the October Chamber Luncheon. The booklet will be passed around to businesses in the hope of raising donations. The booklet is also available on the city website for viewing.

The Friends of the Library held its "Library of Terror" fundraising event every Saturday night in October from 7-11 pm. Students from the White House High School Drama Classes volunteered their time to be actors inside the event. Over the course of the four nights, a total of 275 went through the library which raised a total of \$1,375 from the event. This amount will be added to the Friend's already existing building fund. The Friends were greatly pleased with the results as their goal was to raise \$1,000 from the event. The Friends along with the drama teacher both expressed interest in having the event again next year due to the success.

The Friends raised a total of \$57.19 from the change donation jar this month.

**Department Highlights**

The highlight this month was the Library of Terror event. This event not only was very successful in raising a decent amount of funds for the library, it also helped to spread the word about the fundraising campaign and the library project in general as the Robertson County Times and News Channel 5 both picked up the story. The Robertson County article can be found at this website

<http://www.tennessean.com/viewart/20131008/ROBERTSON01/310080065/Students-turn-White-House-library-into-haunted-house> while the News Channel 5 video can be viewed here:

<http://www.newschannel5.com/story/23672902/high-school-students-turn-white-house-library-into-haunted-house>

White House Inn Library & Museum  
October 2013

**PERFORMANCE MEASURES**

Official Service Area Population:	13,257	<u>Program</u>	<u>Sessions</u>	<u>Attendance</u>
		Toddler	5	117
Memberships:	8,625	Preschool	5	89
		Teen	3	15
		Adult	1	9
Percent of the Population with Membership:	65	All ages	3	35
		Total	17	256
Total Materials Available:	27,247			
Estimated Value of Total Materials: Last Month:	\$681,175 \$666,350	Wireless Internet Users:		98
Total Materials Available Per Capita: Last Month:	2.00 2.00	Computer Internet Users:		331
		Children Computers:		59
State Minimum Standard:	2.00	Volunteers:		6
		Total Hours:		72.8
<u>Materials Added</u>		Services Provided by Contracting with State		
Adult Fiction:	139	<u>Interlibrary Loan Service</u>		
Adult Non-Fiction:	28	Items Borrowed:		23
Child/Juvenile/Young Adult Fiction:	224	Items Loaned:		19
Juvenile/Young Adult Non-Fiction:	17	<u>R.E.A.D.S. 1<sup>st</sup> Qtr. Statistics</u>		
Audiobooks:	8	eBooks Downloaded:		1,051
Movies:	16	Audiobooks Downloaded:		672
Music CDs:	0	<u>R.E.A.D.S. 2<sup>nd</sup> Qtr. Statistics</u>		
Total:	432	eBooks Downloaded:		
		Audiobooks Downloaded:		
<u>Library Circulation</u>		<u>R.E.A.D.S. 3<sup>rd</sup> Qtr. Statistics</u>		
Total # of Check-outs:	3,939	eBooks Downloaded:		
Last Month:	4,307	Audiobooks Downloaded:		
Items per Patron:	3.1	<u>R.E.A.D.S. 4<sup>th</sup> Qtr. Statistics</u>		
		eBooks Downloaded:		
		Audiobooks Downloaded:		
<u>New Memberships</u>				
Adult:	31			
Senior Adult:	0			
Child:	4			
Student:	6			
Young Adult:	1			
Total:	42			

Municipal Court  
October 2013

**Revenues**

Citations

Total Collected for Month \$10,797.50  
Total Collected YTD \$51,497.00

State Fines

Total Collected for Month \$1,704.71  
Total Collected YTD \$5,222.67

**Total Revenue for Month \$12,502.21**  
**Total Revenue YTD \$56,719.67**

**Disbursements**

Litigation Tax \$928.55  
DOS / DOH Fines & Fees \$931.00  
DOS Title & Registration \$204.25  
Restitution / Refunds \$207.50  
TBI-Expungement / Fees \$0.00  
Worthless Checks \$0.00

**Total Disbursements for Month \$2,521.30**  
**Total Disbursements YTD \$9,073.55**

**Adjusted Revenue for Month \$9,980.91**  
**Total Adjusted Revenue YTD \$47,646.12**

**Drug Fund Donations for Month \$405.12**  
**Drug Fund Donations YTD \$1,279.06**

**DRAFT**

Template Name: LGC Standard  
Created by: LGC

City of White House  
Summary Financial Statement  
October 2013

User: Charlotte Soporowski  
Date/Time: 11/12/2013 10:25 AM  
Page 1 of 14

110	General Fund	Year-To-Date			Monthly Comparative:		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
<b>Revenues</b>							
31100	Property Taxes (Summer To Distribute)	0.00	(8,793.00)	0.00 %	0.00	(8,793.00)	0.00 %
31110	Real & Personal Property Tax(Current)	1,877,130.00	(4,582.98)	0.24 %	156,427.50	(3,286.81)	2.10 %
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	(19,229.56)	32.05 %	5,000.00	(15,253.21)	305.06 %
31212	Property Tax Delinquent 2nd Year	28,000.00	(1,881.00)	6.72 %	2,333.33	(285.00)	12.21 %
31213	Property Tax Delinquent 3rd Year	13,000.00	(337.00)	2.59 %	1,083.33	0.00	0.00 %
31214	Property Tax Delinquent 4th Year	8,000.00	(360.00)	4.50 %	666.67	0.00	0.00 %
31215	Property Tax Delinquent 5th Year	8,000.00	(256.00)	3.20 %	666.67	0.00	0.00 %
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	(6,144.04)	14.12 %	3,625.00	(3,290.87)	90.78 %
31513	Payment In Lieu Of Tax -Sewer	93,209.00	(23,302.26)	25.00 %	7,767.42	0.00	0.00 %
31610	Local Sales Tax - Co. Trustee	2,050,000.00	(763,269.81)	37.23 %	170,833.33	(364,359.73)	213.28 %
31709	Beer And Liquor Local Priv Tax	5,200.00	(341.65)	6.57 %	433.33	0.00	0.00 %
31710	Wholesale Beer Tax	250,000.00	(95,361.42)	38.14 %	20,833.33	(20,387.65)	97.86 %
31800	Business Taxes	140,000.00	(31,077.09)	22.20 %	11,666.67	(9,572.98)	82.05 %
31911	Natural Gas Franchise Tax	110,000.00	(106,102.49)	96.46 %	9,166.67	0.00	0.00 %
31912	Cable TV Franchise Tax	99,000.00	(29,152.63)	29.45 %	8,250.00	0.00	0.00 %
31960	Special Assessment - Liens	2,000.00	(180.00)	9.00 %	166.67	0.00	0.00 %
31980	Mixed Drink Taxes	9,500.00	(7,796.14)	82.06 %	791.67	(2,086.00)	263.49 %
32090	Peddler Permit	50.00	0.00	0.00 %	4.17	0.00	0.00 %
32209	Beer And Liquor License Application	1,000.00	(250.00)	25.00 %	83.33	(250.00)	300.00 %
32610	Building Permits	21,000.00	(29,061.00)	138.39 %	1,750.00	(14,532.50)	830.43 %

110	General Fund	Account	Description	Year-To-Date			Monthly Comparative:		
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
32690		Other Permits		50.00	0.00	0.00 %	4.17	0.00	0.00 %
32710		Sign Permits		700.00	(500.00)	71.43 %	58.33	0.00	0.00 %
33100		Federal Grants		2,601,564.00	(803.50)	0.03 %	216,797.00	0.00	0.00 %
33142		ARRA Grant #1 - Fiber Optic		0.00	(11,970.48)	0.00 %	0.00	0.00	0.00 %
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 - Summer 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	(241,448.41)	34.35 %	58,581.67	(60,083.89)	102.56 %
33520		State Income Tax		20,000.00	(20,894.96)	104.47 %	1,666.67	(79.57)	4.77 %
33530		State Beer Tax		5,025.00	(2,576.91)	51.28 %	418.75	(2,576.91)	615.38 %
33553		State Gasoline Inspection Fee		21,023.00	(6,999.42)	33.29 %	1,751.92	(1,749.42)	99.86 %
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	(4,750.00)	50.00 %	791.67	0.00	0.00 %
34120		Fees And Commissions		2,000.00	(1,694.27)	84.71 %	166.67	(239.42)	143.65 %
34740		Parks And Rec League Fees		70,000.00	(57,475.60)	82.11 %	5,833.33	(23,415.00)	401.40 %
34741		Field Maintenance Fees		8,000.00	(2,750.00)	34.38 %	666.67	(1,850.00)	277.50 %
34760		Library Fines, Fees, And Other		7,500.00	(2,741.76)	36.56 %	625.00	(610.65)	97.70 %
34793		Community Center Fees		21,000.00	(12,942.75)	61.63 %	1,750.00	(3,885.00)	222.00 %
34900		Other Charges For Services		9,500.00	(2,437.00)	25.65 %	791.67	(756.00)	95.49 %
35110		City Court Fines And Costs		150,000.00	(47,916.12)	31.94 %	12,500.00	(10,230.91)	81.85 %
35130		Impoundment Charges		300.00	(100.00)	33.33 %	25.00	0.00	0.00 %
36000		Other Revenues		14,000.00	(2,539.05)	18.14 %	1,166.67	(496.47)	42.55 %

110	General Fund	Account	Description	Year-To-Date		Monthly Comparative:			
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
36100		Interest Earnings		5,700.00	(827.05)	14.51 %	475.00	0.00	0.00 %
36210		Rent		18,000.00	(3,837.81)	21.32 %	1,500.00	(1,542.92)	102.86 %
36330		Sale Of Equipment		0.00	(344.58)	0.00 %	0.00	0.00	0.00 %
36350		Insurance Recoveries		0.00	(73,325.00)	0.00 %	0.00	(72,325.00)	0.00 %
36420		Stadium Receipts		5,400.00	(3,206.00)	59.37 %	450.00	(324.00)	72.00 %
36430		Tax Refunds (Overpayments)		0.00	(20.71)	0.00 %	0.00	(18.71)	0.00 %
36450		Parks Concessions		11,000.00	(4,740.52)	43.10 %	916.67	(1,563.64)	170.58 %
36700		Contri And Donation From Private		0.00	(2,379.22)	0.00 %	0.00	0.00	0.00 %
36920		Sale Of Bonds		3,000,000.00	0.00	0.00 %	250,000.00	0.00	0.00 %
36960		Operating Transfer In From Other		0.00	(73,000.00)	0.00 %	0.00	0.00	0.00 %
		<b>Total Revenues</b>		<b>12,333,371.00</b>	<b>(1,709,699.19)</b>	<b>13.86 %</b>	<b>1,027,780.92</b>	<b>(623,845.26)</b>	<b>60.70 %</b>
		<b>Expenditures</b>							
41000		General Government		(360,806.00)	121,609.94	33.71 %	(30,067.17)	36,812.84	122.44 %
41210		City Court		(77,537.00)	26,910.49	34.71 %	(6,461.42)	5,453.42	84.40 %
41500		Financial Administration		(402,265.00)	131,825.17	32.77 %	(33,522.08)	19,775.12	58.99 %
41650		Human Resources		(141,895.00)	50,771.31	35.78 %	(11,824.58)	9,930.57	83.98 %
41670		Engineering		(2,014,000.00)	1,074,844.33	53.37 %	(167,833.33)	957,059.77	570.24 %
41700		Planning And Zoning		(275,486.00)	91,638.88	33.26 %	(22,957.17)	17,172.32	74.80 %
41800		General Government Buildings		(162,504.00)	45,841.02	28.21 %	(13,542.00)	12,613.91	93.15 %
41921		Special Events		(4,000.00)	1,068.86	26.72 %	(333.33)	134.20	40.26 %
42100		Police Patrol		(1,170,974.00)	423,782.53	36.19 %	(97,581.17)	72,060.25	73.85 %
42120		Police Support Services		(274,565.00)	91,420.78	33.30 %	(22,880.42)	19,772.40	86.42 %
42150		Police Administration		(218,426.00)	61,107.39	27.98 %	(18,202.17)	11,410.32	62.69 %
42151		Communications Services		(185,000.00)	0.00	0.00 %	(15,416.67)	0.00	0.00 %

Account	Description	Year-To-Date			Monthly Comparative:		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
110	General Fund						33.33%
42200	Fire Protection And Control	(1,678,119.00)	348,875.15	20.79 %	(139,843.25)	81,777.61	58.48 %
42210	Fire Administration And Inspection	(358,350.00)	99,700.31	27.82 %	(29,862.50)	18,861.24	63.16 %
43000	Public Works	(727,844.00)	428,866.63	58.92 %	(60,653.67)	20,532.57	33.85 %
43100	Highways And Streets	0.00	0.00	0.00 %	0.00	0.00	0.00 %
44310	Senior Citizen Activities	(42,614.00)	10,175.78	23.88 %	(3,551.17)	1,837.94	51.76 %
44700	Parks	(275,727.00)	101,803.59	36.92 %	(22,977.25)	18,862.53	82.09 %
44740	Park Maintenance	(829,464.00)	344,437.99	41.53 %	(69,122.00)	40,777.68	58.99 %
44800	Libraries	(3,785,534.00)	395,923.18	10.46 %	(315,461.17)	18,106.08	5.74 %
44880	Children's Library Services	(47,922.00)	11,748.06	24.51 %	(3,993.50)	3,233.00	80.96 %
51000	Misc Exp	(225,000.00)	3,275.60	1.46 %	(18,750.00)	303.08	1.62 %
52210	Collection	0.00	0.00	0.00 %	0.00	0.00	0.00 %
58802	ARRA Grant #1 - Fiber Optic	0.00	4,620.00	0.00 %	0.00	0.00	0.00 %
<b>Total</b>	<b>Expenditures</b>	<b>(13,258,032.00)</b>	<b>3,870,246.99</b>	<b>29.19 %</b>	<b>(1,104,836.00)</b>	<b>1,366,486.85</b>	<b>123.68 %</b>
<b>Total 110</b>	General Fund	<b>(924,661.00)</b>	<b>2,160,547.80</b>	<b>233.66 %</b>	<b>(77,055.08)</b>	<b>742,641.59</b>	<b>963.78 %</b>

120	Industrial Development Fund	Account	Description	Year-To-Date		Monthly Comparative:		% of Budget	Estimate Avg/Mth	Month-To-Date		
				Budget Estimate	Actual	Actual	Actual			% of Avg		
<b>Revenues</b>												
33800			Local Revenue Allocations	43,000.00	(17,209.78)	40.02 %	3,583.33	0.00	0.00 %			
36100			Interest Earnings	80.00	(20.63)	25.79 %	6.67	0.00	0.00 %			
			<b>Total Revenues</b>	<b>43,080.00</b>	<b>(17,230.41)</b>	<b>40.00 %</b>	<b>3,590.00</b>	<b>0.00</b>	<b>0.00 %</b>			
<b>Expenditures</b>												
48000			Economic Opportunity	(50,490.00)	1,750.29	3.47 %	(4,207.50)	154.00	3.66 %			
			<b>Total Expenditures</b>	<b>(50,490.00)</b>	<b>1,750.29</b>	<b>3.47 %</b>	<b>(4,207.50)</b>	<b>154.00</b>	<b>3.66 %</b>			
<b>Total</b>	<b>120</b>		Industrial Development Fund	<b>(7,410.00)</b>	<b>(15,480.12)</b>	<b>-208.91 %</b>	<b>(617.50)</b>	<b>154.00</b>	<b>24.94 %</b>			



Account	Description	Year-To-Date		Monthly Comparative:			
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	% of Budget	% of Avg
122	Parks Sales Tax Fund						33.33%
<b>Revenues</b>							
36100	Interest Earnings	400.00	(25.72)	33.33	0.00	6.43 %	0.00 %
36425	Parks Sales Tax Receipts	79,000.00	(20,202.62)	6,583.33	0.00	25.57 %	0.00 %
	<b>Total Revenues</b>	<b>79,400.00</b>	<b>(20,228.34)</b>	<b>6,616.67</b>	<b>0.00</b>	<b>25.48 %</b>	<b>0.00 %</b>
<b>Expenditures</b>							
49000	Debt Service	(130,484.00)	0.00	(10,873.67)	0.00	0.00 %	0.00 %
	<b>Total Expenditures</b>	<b>(130,484.00)</b>	<b>0.00</b>	<b>(10,873.67)</b>	<b>0.00</b>	<b>0.00 %</b>	<b>0.00 %</b>
<b>Total</b>	<b>122 Parks Sales Tax Fund</b>	<b>(51,084.00)</b>	<b>(20,228.34)</b>	<b>(4,257.00)</b>	<b>0.00</b>	<b>-39.60 %</b>	<b>0.00 %</b>

Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
123	Solid Waste Fund					33.33%
<b>Revenues</b>						
34400	Sanitation - User Fees	684,000.00	(230,288.50)	57,000.00	(57,612.50)	101.07 %
36100	Interest Earnings	850.00	(109.12)	70.83	0.00	0.00 %
37794	Sale Of Materials	13,000.00	(2,964.12)	1,083.33	(200.65)	18.52 %
	<b>Total Revenues</b>	<b>697,850.00</b>	<b>(233,361.74)</b>	<b>58,154.17</b>	<b>(57,813.15)</b>	<b>99.41 %</b>
<b>Expenditures</b>						
43200	Sanitation	(779,203.00)	265,677.84	(64,933.58)	9,599.56	14.78 %
49000	Debt Service	(54,083.00)	0.00	(4,506.92)	0.00	0.00 %
	<b>Total Expenditures</b>	<b>(833,286.00)</b>	<b>265,677.84</b>	<b>(69,440.50)</b>	<b>9,599.56</b>	<b>13.82 %</b>
<b>Total 123</b>	Solid Waste Fund	<b>(135,436.00)</b>	<b>32,316.10</b>	<b>(11,286.33)</b>	<b>(48,213.59)</b>	<b>-427.19</b>

124	Impact Fees	Account	Description	Year-To-Date		Monthly Comparative:		% of Avg	
				Budget Estimate	Actual	Estimate Avg/Mth	Actual		
36100	Interest Earnings	500.00	(40.30)	8.06 %	41.67	0.00	0.00 %		
36421	Roads Impact Fees	2,500.00	(2,104.15)	84.17 %	208.33	(1,570.75)	753.96 %		
36422	Parks Impact Fees	1,080.00	(1,962.30)	181.69 %	90.00	(1,407.90)	1,564.33 %		
36423	Police Impact Fees	2,500.00	(2,024.82)	80.99 %	208.33	(1,056.82)	507.27 %		
36424	Fire Impact Fees	1,650.00	(1,322.23)	80.14 %	137.50	(698.30)	507.85 %		
<b>Total Revenues</b>				<b>8,230.00</b>	<b>(7,453.80)</b>	<b>90.57 %</b>	<b>685.83</b>	<b>(4,733.77)</b>	<b>690.22 %</b>
<b>Expenditures</b>									
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 %		
<b>Total Expenditures</b>				<b>(149,007.00)</b>	<b>0.00</b>	<b>0.00 %</b>	<b>(12,417.25)</b>	<b>0.00 %</b>	
<b>Total</b>	<b>124</b>	<b>Impact Fees</b>		<b>(7,453.80)</b>	<b>-5.29 %</b>	<b>(4,733.77)</b>	<b>-40.35 %</b>		

Account	Description	Year-To-Date		Monthly Comparative:		% of Budget	% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual		
<b>140</b>	Police Drug Fund						33.33%
<b>Revenues</b>							
31610	Local Sales Tax - Co. Trustee	900.00	(150.00)	75.00	(25.00)	16.67 %	33.33 %
35130	Impoundment Charges	300.00	0.00	25.00	0.00	0.00 %	0.00 %
35140	Drug Related Fines	11,000.00	(1,123.94)	916.67	(250.00)	10.22 %	27.27 %
36100	Interest Earnings	80.00	(12.00)	6.67	0.00	15.00 %	0.00 %
	<b>Total Revenues</b>	<b>12,280.00</b>	<b>(1,285.94)</b>	<b>1,023.33</b>	<b>(275.00)</b>	<b>10.47 %</b>	<b>26.87 %</b>
<b>Expenditures</b>							
42129	Drug Investigation And Control	(15,933.00)	911.32	(1,327.75)	332.58	5.72 %	25.05 %
	<b>Total Expenditures</b>	<b>(15,933.00)</b>	<b>911.32</b>	<b>(1,327.75)</b>	<b>332.58</b>	<b>5.72 %</b>	<b>25.05 %</b>
<b>Total 140</b>	Police Drug Fund	<b>(3,653.00)</b>	<b>(374.62)</b>	<b>(304.42)</b>	<b>57.58</b>	<b>-10.26 %</b>	<b>18.91 %</b>

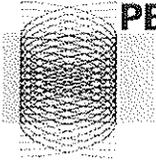
200	Debt Service Fund (General)	Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Actual	
<b>Revenues</b>								
31110			Real & Personal Property Tax	620,000.00	(529.43)	0.09 %	51,666.67	0.00 %
36100			Interest Earnings	300.00	(6.16)	2.05 %	25.00	0.00 %
			<b>Total Revenues</b>	<b>620,300.00</b>	<b>(535.59)</b>	<b>0.09 %</b>	<b>51,691.67</b>	<b>0.00 %</b>
<b>Expenditures</b>								
49000			Debt Service	(813,546.00)	2,100.00	0.26 %	(67,795.50)	0.00 %
			<b>Total Expenditures</b>	<b>(813,546.00)</b>	<b>2,100.00</b>	<b>0.26 %</b>	<b>(67,795.50)</b>	<b>0.00 %</b>
<b>Total</b>	<b>200</b>		Debt Service Fund (General)	<b>(193,246.00)</b>	<b>1,564.41</b>	<b>0.81 %</b>	<b>(16,103.83)</b>	<b>0.00 %</b>

412 Sewer Fund	Year-To-Date		Monthly Comparative:		% of Avg
	Budget Estimate	Actual	Estimate Avg/Mth	Actual	
Account	Description	% of Budget	Estimate Avg/Mth	Actual	% of Avg
<b>Revenues</b>					
36000	Other Revenues	34.50 %	1,583.33	(3,855.62)	243.51 %
36100	Interest Earnings	21.22 %	225.00	0.00	0.00 %
36350	Insurance Recoveries	0.00 %	0.00	0.00	0.00 %
36920	Sale Of Bonds	2.53 %	542,083.33	0.00	0.00 %
37210	Application Fees	23.44 %	2,666.67	(1,250.00)	46.88 %
37220	Administrative Fees	23.86 %	916.67	(1,100.00)	120.00 %
37230	Sewer User Fees	34.10 %	208,833.33	(212,130.64)	101.58 %
37298	Capacity Fees	43.03 %	33,166.67	(129,351.91)	390.01 %
37995	Connection Fees	102.86 %	291.67	(1,200.00)	411.43 %
<b>Total</b>	<b>Revenues</b>	<b>12.89 %</b>	<b>789,766.67</b>	<b>(348,888.17)</b>	<b>44.18 %</b>
<b>Expenditures</b>					
49000	Debt Service	3.36 %	(59,135.00)	6,103.88	10.32 %
52117	Administration And General Expenses	32.67 %	(60,606.75)	25,236.20	41.64 %
52210	Collection	45.32 %	(535,148.33)	265,231.51	49.56 %
52213	Sewer Treatment And Disposal	7.74 %	(195,931.33)	4,947.24	2.52 %
52223	Depreciation	25.00 %	(54,394.75)	0.00	0.00 %
58804	ARRA Assistance - Sewer Rehab	296.64 %	(6,250.00)	74,734.00	1,195.74 %
<b>Total</b>	<b>Expenditures</b>	<b>34.19 %</b>	<b>(911,466.17)</b>	<b>376,252.83</b>	<b>41.28 %</b>
<b>Total 412</b>	<b>Sewer Fund</b>	<b>172.43 %</b>	<b>(121,699.50)</b>	<b>27,364.66</b>	<b>22.49 %</b>

Account	Description	Year--To-Date		Monthly Comparative:		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
<b>416</b>	Healthcare Fund					33.33%
<b>Revenues</b>						
36100	Interest Earnings	320.00	(35.80)	26.67	0.00	0.00 %
36960	Operating Transfer In From Other	30,285.00	(14,490.51)	2,523.75	0.00	0.00 %
	<b>Total Revenues</b>	<b>30,605.00</b>	<b>(14,526.31)</b>	<b>2,550.42</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Expenditures</b>						
51520	Insurance Employers Share	(63,235.00)	19,949.41	(5,269.58)	6,114.54	116.03 %
	<b>Total Expenditures</b>	<b>(63,235.00)</b>	<b>19,949.41</b>	<b>(5,269.58)</b>	<b>6,114.54</b>	<b>116.03 %</b>
<b>Total 416</b>	Healthcare Fund	<b>(32,630.00)</b>	<b>5,423.10</b>	<b>(2,719.17)</b>	<b>6,114.54</b>	<b>224.87 %</b>

433 Hillcrest City Cemetery	Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
			Budget Estimate	Actual	Estimate Avg/Mth	Actual	
	34110	General Services	2,225.00	(645.00)	185.42	(180.00)	97.08 %
	34321	Cemetery Burial Charges	450.00	0.00	37.50	0.00	0.00 %
	34323	Grave - Opening And Closing Fees	14,400.00	(8,600.00)	1,200.00	(650.00)	54.17 %
	36100	Interest Earnings	300.00	(38.82)	25.00	0.00	0.00 %
	36340	Sale Of Cemetery Lots	8,500.00	(4,500.00)	708.33	0.00	0.00 %
	<b>Total</b>	<b>Revenues</b>	<b>25,875.00</b>	<b>(13,783.82)</b>	<b>2,156.25</b>	<b>(830.00)</b>	<b>38.49 %</b>
	43400	Cemeteries	(40,858.00)	23,421.14	(3,404.83)	0.00	0.00 %
	<b>Total</b>	<b>Expenditures</b>	<b>(40,858.00)</b>	<b>23,421.14</b>	<b>(3,404.83)</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Total</b>	<b>433</b>	Hillcrest City Cemetery	<b>(14,983.00)</b>	<b>9,637.32</b>	<b>(1,248.58)</b>	<b>(830.00)</b>	<b>-66.48 %</b>

RESOLUTIONS....



**PECK SHAFFER**

PECK, SHAFFER & WILLIAMS LLP  
ATTORNEYS AT LAW  
50 EAST RIVERCENTER BLVD  
SUITE 1150  
COVINGTON, KENTUCKY 41011

TEL 859 431 7000  
888 431 7511  
FAX 859 431 0673  
WWW.PECKSHAFFER.COM

Elizabeth Younger  
Paralegal  
Tel 859 431 7000  
eyounger@peckshaffer.com

October 17, 2013

Kerry Harville  
City Recorder  
105 College Street  
White House, Tennessee 37188

via E-mail: [kharville@cityofwhitehouse.com](mailto:kharville@cityofwhitehouse.com)

Re: Public Hearing and Approval Request for Clearview Apartments

Dear Mrs. Harville:

We have been retained to serve as Bond Counsel in connection with the proposed issuance of bonds (the "Bonds") by The Health, Educational and Housing Facilities Board of Sevier County, Tennessee (the "Authority") to Hallmark Clearview, LLC, a Georgia single member limited liability company (the "Borrower") in acquiring Clearview Apartments, located at 3318 Highway 31 West, White House, Tennessee 37188 (the "Project"). The Borrower intends to acquire, rehabilitate and improve the Project for the benefit of current and future tenants.

The Borrower is a single purpose entity indirectly controlled by Hallmark GP Holdings, LLC (the "Sponsor"). The principals of the Sponsor have over 35 years of experience in the ownership and operation of affordable rental housing. Peck Shaffer is a national law firm that specializes in providing services in connection with the issuance of tax-exempt bonds to finance communities such as the Project.

The Borrower has requested the Authority issue the Bonds because of the need to: (i) finance multiple multifamily projects under one financing, (ii) standardize the documentation process, (iii) streamline the issuance of the Bonds and (iv) create soft cost savings (including the cost of issuance of the Bonds) for the Borrower. The Authority is authorized to serve as a statewide issuer for developments such as the Project pursuant to Chapter 101, Part 3 of Title 48, Tennessee Code Annotated (T.C.A. §48-101-301 et seq.) as amended, (the "Code") and has approved an inducement resolution providing the preliminary approval for the issuance of the Bonds for the benefit of the Project. The Authority's issuance of the Bonds is subject to the consent of the governing body of the jurisdiction in which the Project is located.

In order for private borrowers to take advantage of the low interest rates afforded them through the issuance of federally tax-exempt revenue bonds, they must first demonstrate that a governmental entity having jurisdiction over the project has held a public hearing and approved of the issuance of the bonds. The process, named after the federal Tax Equity and Fiscal Responsibility Act of 1986 ("TEFRA"), is simply a means to provide the public the opportunity to comment on the bond issuance and does not make the government entity holding the TEFRA

PECK, SHAFFER & WILLIAMS LLP

Kerry Harville  
White House, Tennessee  
October 17, 2013  
Page 2

hearing liable in any way for the bonds or their issuance. The payment of the Bonds will be the sole responsibility of the Borrower.

White House, Tennessee (the "City") has no legal responsibility whatsoever for the repayment of the indebtedness created by the issuance of the Bonds. Furthermore, the City will not be a party to any of the financing documents relating to the issuance of the Bonds, nor will the City be named in any of the disclosure documents describing the Bonds.

Since the Project is located within the City, the City holds the most direct jurisdictional oversight over the Project. Therefore, it appears that the City would be the most appropriate entity to engage in the TEFRA process. We respectfully request that the City consider doing so.

The TEFRA process consists of a publicly noticed hearing and a subsequent approval for Authority to issue the Bonds. A TEFRA hearing must be noticed fourteen (14) days prior to the date of the hearing and may be held in coordination with a regularly scheduled meeting of the City or by an individual authorized by the City to do so.

Enclosed herewith is a notification of public hearing (the "TEFRA Notice") which has been drafted to meet the requirements of the Code. We are prepared to publish the TEFRA Notice, which must be published in a newspaper of general circulation at least fourteen (14) days prior to the public hearing described in the notice (the "TEFRA Hearing"). During the TEFRA Hearing interested persons must be given an opportunity to participate. The TEFRA Hearing may be conducted together with a regularly scheduled meeting of the City's legislative body or held separately. Also included with this letter is a draft resolution which is intended to evidence the City's approval of the issuance of the Bonds by the Authority.

In addition to issuing the bonds for the purpose of financing the Project, the proceeds of the Bonds will also be used to finance rental housing communities described in *Exhibit A* attached hereto. As such we will also seek approval from those local governments.

If you have any questions regarding the Bonds, the TEFRA Notice, the TEFRA Hearing or the draft resolution, please do not hesitate to contact me.

Very truly yours,

Elizabeth Younger

**RESOLUTION 13-17**

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF WHITE HOUSE, TENNESSEE, SUPPORTING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS (HALLMARK PORTFOLIO) SERIES 2014 NOT TO EXCEED \$41,334,000 BY THE HEALTH, EDUCATIONAL AND HOUSING FACILITIES BOARD OF SEVIER COUNTY, TENNESSEE.**

**WHEREAS**, Hallmark Clearview, LLC (the “Borrower”) has requested The Health, Educational and Housing Facilities Board of Sevier County, Tennessee (the “Issuer”) issue its Revenue Bonds for the benefit of the Borrower, in the aggregate principal amount of not to exceed \$41,334,000 (the “Bonds”); and

**WHEREAS**, a portion of the proceeds of the Bonds will be used for the purpose of (a) financing the cost of acquisition and renovation of the multifamily properties listed in *Exhibit A* attached hereto and incorporated by reference (collectively, the “Projects”), (b) funding reserves and (c) paying certain costs of issuance of the Bonds; and

**WHEREAS**, in order to achieve interest savings, the Borrower desires that the Bonds be issued in compliance with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”) so that interest on the Bonds will be excludable from the gross income of the owners thereof; and

**WHEREAS**, Section 147(f) of the Code and Chapter 101, Part 3 of Title 48, Tennessee Code Annotated (T.C.A. §48-101-301 *et seq.*) as amended (“Title 48 of the TN Code”) each require, as a condition to issuing the Bonds to acquire the Projects, that the Board of Mayor and Aldermen (the “Board”) of White House, Tennessee (the “City”) approve of the Issuer’s issuance of the Bonds; and

**WHEREAS**, it is deemed necessary and advisable that this Resolution be adopted.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD AS FOLLOWS:**

**SECTION 1.** Clearview Apartments, located at 3318 Highway 31 West, White House, Tennessee 37188 (the “Project”) is located within the corporate limits of White House, Tennessee (the “Jurisdiction”). The Project will be owned by the Borrower. The issuance of the Bonds by the Issuer in an aggregate amount not to exceed \$41,334,000 is hereby approved for purposes of Section 147(f) of the Code and Title 48 of the TN Code.

**SECTION 2.** A hearing open to the public was held on November 21, 2013, for which due and reasonable public notice was given to the Jurisdiction in accordance with the provisions of law and the procedures established therefor.

**SECTION 3.** Such approval shall be solely for the purposes of Section 147(f) of the Code and Title 48 of the TN Code. The City shall have no liabilities for the payment of the Bonds nor shall any of its assets be pledged to the payment of the Bonds.

**SECTION 4.** This Resolution shall take effect and be in full force immediately after its adoption by the Board.

[Remainder of page intentionally left blank]

**THIS RESOLUTION HAVING BEEN DULY CONSIDERED AND VOTED UPON  
WAS PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.**

**WHITE HOUSE, TENNESSEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
TN13 RD PRESERVATION PORTFOLIO  
HALLMARK**

	PROPERTY	STREET	CITY	COUNTY	ST	ZIP	9 DIGIT	TOTAL UNITS
1	BELMONT LODGE (PARIS)	400 Lankford Road	Paris	Henry	TN	38242	5514	36
2	BEVERLY HILLS (9%)	50 Beverly Hills Circle	Crossville	Cumberland	TN	38555	4671	43
3	BLUEGRASS VILLAGE	430 Jernigan Drive	Somerville	Fayette	TN	38068	6358	40
4	BROOKWOOD	128 Brookwood Lane	Gainesboro	Jackson	TN	38562	6070	44
5	CAMBRIDGE (MPR)	118 Cambridge Court	Dover	Stewart	TN	37058	0200	49
6	CAMELOT MANOR (MPR)	305 Dillard St.	Ridgely	Lake	TN	38080	1523	25
7	CANTERWAY	1898 Madison Street	Shelbyville	Bedford	TN	37160	3723	20
8	CEDARS (MPR)	264 Main Street	Maynardville	Union	TN	37807	3438	41
9	CHEROKEE SQUARE (MPR)	2013 Brown Drive	Rogersville	Hawkins	TN	37857	2000	31
10	CLEARVIEW (MPR)	3318 Highway 31 West	White House	Sumner	TN	37188	7914	48
11	COLONY SQUARE	1175 Highway 641 South	Paris	Henry	TN	38242	5149	36
12	COUNTRY PLACE	2599 S. Main St.	Springfield	Robertson	TN	37172	4536	39
13	CREEKWOOD	115 Bradford Place	Carthage	Smith	TN	37030	1157	32
14	FENTRESS OAKS	428 Lawson Street	Jamestown	Fentress	TN	38556	3238	32
15	FOREST OAKS (MPR)	2150 Bell Street	Ashland City	Cheatham	TN	37015	6900	41
16	HERITAGE VILLAS (MPR)	4040 Reasons Boulevard	Milan	Gibson	TN	38358	3210	49
17	MOUNTAIN VILLAGE (MPR)	30 Mtn. Village Lane	Crossville	Cumberland	TN	38555	9221	48
18	OAKWOOD VILLAGE	2021 Oakwood Drive	Westmoreland	Sumner	TN	37186		25
19	PARTRIDGE MEADOWS (9%)	460 Oriole Drive	McMinnville	Warren	TN	37110	6560	48
20	RED OAK (MPR)	100 Schools Drive	Camden	Benton	TN	38320	3028	39
21	RIVERWOOD	503 Riverwood Drive	Clifton	Wayne	TN	38425	5450	41
22	SHAMROCK (MPR)	11 Shamrock Drive	Erin	Houston	TN	37061	5234	43
23	SOUTHWOOD (9%)	150 Austin St.	Savannah	Hardin	TN	38372	5602	44
24	STONE GATE (MPR)	126 Prospect Road	Maynardville	Union	TN	37807	3724	32
25	SUNCREST (MPR)	261 Suncrest Way	Newport	Cocke	TN	37821	2868	32
26	SYCAMORE TRACE	126 North Shepard Drive	Bulls Gap	Hawkins	TN	37711	4607	32

TOTALS

990

RESOLUTION 13-18

**A RESOLUTION IN SUPPORT OF ROBERTSON COUNTY'S REQUEST TO BECOME A MEMBER OF THE NASHVILLE AREA METROPOLITAN PLANNING ORGANIZATION**

**Whereas**, the City of White House, Tennessee an urbanized area located within Robertson and Sumner Counties, Tennessee has been a member of the Nashville Area Metropolitan Planning Organization with full voting rights on the Board of Directors for many years; and

**Whereas**, Robertson County is adjacent to Davidson County and approximately fifty-four percent (54%) of Robertson County workers commute to other counties to work, including other counties located within the Nashville Area Metropolitan Planning Organization; and

**Whereas**, Robertson County is currently a member of the Greater Nashville/Middle Tennessee Rural Planning Organization (RPO) with other counties, most of which Robertson County shares little in common with regarding economic activity or regional planning; and

**Whereas**, the Robertson County Commission has formally requested membership in the Nashville Area Metropolitan Planning Organization (MPO); and

**Whereas**, Robertson County desires membership in the Nashville Area MPO, which has the authority to plan, prioritize, and select transportation projects for federal funding appropriated by the United States Congress through the United States Congress through the United States Department of Transportation Federal Highway Administration and Federal Transit Administration; and

**Whereas**, Robertson County desires membership in the Nashville Area MPO, which is responsible for ensuring the region is in compliance with federal planning requirements and national ambient air quality standards; and

**Whereas**, membership in the Nashville area MPO will benefit Robertson County by providing opportunities for regional coordination and collaboration in the planning, funding, and development of a regional multi-modal transportation system; and

**Whereas**, membership in the Nashville Area MPO will allow Robertson County to more fully participate in the development of the region's long-range transportation plan and short-range Transportation Improvement Program; and

**Whereas**, membership in the Nashville Area MPO will allow Robertson County to contribute to the ongoing conversations about issues such as land use, economic development, climate change and the environment, safety and security, and health.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Mayor and Alderman of White House, Tennessee that the City of White House hereby supports and formally requests membership for Robertson County in the Nashville Area Metropolitan Planning Organization.

Approved this 21<sup>st</sup> day of November 2013.

\_\_\_\_\_  
Michael Arnold, Mayor

ATTEST:

\_\_\_\_\_  
Kerry Harville, City Recorder

ORDINANCES....

ORDINANCE 13-09

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE MUNICIPAL CODE TITLE 18, CHAPTER 2 SEWER USE ORDINANCE.

WHEREAS, Title 18, Chapter 2, Section 204 of the White House Municipal Code requires all costs and expenses incident to the installation and connection to the public sewer system be borne by the user, and

WHEREAS, the Board of Mayor and Aldermen have determined that it is in the best interest of the residents of the city to allow the city to, under certain circumstances, pay all or some of these costs;

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

18-204. Building sewers and connections.

(4) All costs and expenses incident to the installation and connection of the building sewer shall be borne by the user; provided, that upon a determination by the Board of Mayor and Aldermen that such is in the best interests of the City and where such does not violate the public purpose doctrine, then the city may bear some or all of these costs. The user shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. Connection to public sewers shall be made only by a plumber, contractor, or individual dual licensed and authorized in writing by the director. Such authorization will in no way waive any requirement of this ordinance, nor is such approval by the city to be construed as a guarantee of performance for said plumber, contractor, or individual.

First Reading:                    October 17, 2013                    PASSED

Second Reading:                November 4, 2013

\_\_\_\_\_  
Michael Arnold, Mayor

ATTEST:

\_\_\_\_\_  
Kerry Harville, City Recorder

ORDINANCE 13-10

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE  
MUNICIPAL CODE TITLE 20 MISCELLANEOUS.

WHEREAS, the Board of Mayor and Aldermen desire to revise the Municipal Code regarding public records policy and fees;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that the White House Municipal Code Title 20 Miscellaneous be revised as follows:

**CHAPTER 3: PUBLIC RECORDS POLICY AND FEES**

**Section 20-301. Establishment of Records Management Policy.** The City shall adopt and maintain a Records Management Policy by resolution.

**Section 20-302. Fees.** The City shall collect the same fees as are authorized in Tennessee Code Annotated § 8-4-604 for copies of public records.

First Reading: November 21, 2013

Second Reading: December 19, 2013

\_\_\_\_\_  
Michael Arnold, Mayor

ATTEST:

\_\_\_\_\_  
Kerry Harville, City Recorder

FINANCE....

November 13, 2013

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Gerald Herman, City Administrator  
**Re:** City of Springfield Contract for Emergency Dispatch

---

Please find attached the contract with City of Springfield for annual furnishing of dispatchers for the purpose of emergency dispatch at the E-911 facility. I am requesting authorization to enter into this agreement with City of Springfield. Please do not hesitate to contact me if you have any questions at 672-4350, ext. 2105.

## CONTRACT

This agreement made and entered into by and between the CITY OF SPRINGFIELD (hereinafter 'Springfield'), a Tennessee Municipal Corporation and the CITY OF WHITE HOUSE (hereinafter 'White House'), a Tennessee Municipal Corporation;

WHEREAS, Springfield and White House are cooperating with the furnishing of dispatchers for the purpose of emergency dispatch at the E-911 facility;

WHEREAS, Springfield and White House, pursuant to the Interlocal Cooperation Act, codified at Tenn. Code Ann. § 12-9-101 et seq, have determined that the best plan for pursuing this endeavor is for the dispatch employees to work for the same employer with the same job description and obligations;

NOW THEREFORE, the parties agree as follows:

1. Dispatch employees formerly employed by White House are now Springfield employees and subject to and served by the same rules and regulations applicable to all Springfield dispatch employees;
2. White House shall pay Springfield the sum of Two Hundred Eight Thousand (\$208,000.00) Dollars, payable in twelve (12) equal monthly installments of Seventeen Thousand Three hundred Thirty-three and 33/100 (\$17,333.33) Dollars, due and payable when billed by Springfield;
3. In the event a workers' compensation claim is made by an employee designated to a White House slot, any amount of deductible for workers' compensation insurance coverage on the claim shall be paid by White House;
4. This agreement shall be effective as of July 1, 2013, and shall terminate on June 30, 2014.

EXECUTED in duplicate on the dates set forth below.

ATTEST:

CITY OF SPRINGFIELD

\_\_\_\_\_  
Jane Murphy  
City Recorder

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Billy Paul Carneal  
Mayor

ATTEST:

CITY OF WHITE HOUSE

\_\_\_\_\_  
\_\_\_\_\_  
(printed name)  
City Recorder

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
\_\_\_\_\_  
(printed name)  
Mayor

November 13, 2013

## MEMORANDUM

**To:** Board of Mayor and Aldermen

**From:** Elizabeth Kozlowski, Director of White House Inn Library

**Re:** Technology Grant

---

I recommend that the board approve the 2014 LSTA Technology Grant. This grant is a matching grant to which the City has already budgeted in this fiscal year. The grant will provide \$1,585.11 to the White House Library which will be used to purchase two staff cataloging laptops, an outdated card catalog computer, and three catalog computer monitors. One of the new staff laptops will be replacing an old, out of warranty cataloging laptop, while the other one will be given to our new full time Library Assistant to be used for cataloging as well. The new computer and monitors will be used to replace outdated catalog computers that we were unable to replace last year due to a limited amount of grant funding. The new equipment will allow for faster speed time, making cataloging and searches easier to conduct. Also, all of this equipment can be easily moved and will still be under warranty when the new library is built.



# GRANT CONTRACT

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

Begin Date 10/01/2013	End Date 04/30/2014	Agency Tracking # 30504-00114-123	Edison ID
--------------------------	------------------------	--------------------------------------	-----------

Contractor Legal Entity Name White House Inn Library and Museum	Edison Vendor ID 2528
--	--------------------------

Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	CFDA #
--	--------

Service Caption (one line only)  
Grant funds to local libraries to purchase computers, software, networking equipment, and peripheral devices for use by library patrons and staff.

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	\$1586.00				\$1586.00
<b>TOTAL:</b>	<b>\$1586.00</b>				<b>\$1586.00</b>

American Recovery and Reinvestment Act (ARRA) Funding:  YES  NO

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*J Pose Case*

OCR USE - GG

Speed Chart (optional)	Account Code (optional)
------------------------	-------------------------

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

This Grant Contract, by and between the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives, hereinafter referred to as the "State" and White House Inn Library and Museum, hereinafter referred to as the "Grantee," is for the provision of personal computers, peripherals, networking equipment, and/or library management software, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 2528

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee will use funds to purchase computers for use by library patrons and staff; library management software for increased efficiency in access to library collections and services; networking equipment; and/or peripheral computer devices and software for library use.
- A.3. The Grantee will follow the Hardware Standards grant guidelines when purchasing computer and peripheral hardware for a Windows environment. Desktop computer purchases will meet or exceed the minimum requirements as designated in Platform 2 for the low-bid desktop and laptop computer purchases will meet or exceed the minimum requirements as designated in Platform 1 for the low-bid notebook on [http://www.tss.state.tn.us/Notebook\\_Desktop\\_33795.htm](http://www.tss.state.tn.us/Notebook_Desktop_33795.htm).
- A.4. The Grantee will follow the grant guidelines when purchasing computer and peripheral hardware for an Apple environment. iMac 2.7 GHz desktop computers and MacBook pro 2.5 GHz or MacBook Air 1.7 GHz purchases will meet or exceed the minimum requirements as listed at <http://store.apple.com/us>.
- A.5. The Grantee will use computer devices and/or software purchased with grant funds to offer additional services to library patrons or to increase the efficiency of current services.
- A.6. The Grantee agrees to maintain adequate funding for the proper maintenance and support for hardware purchased with grant funds.
- A.7. The Grantee agrees to allow onsite visits by Tennessee State Library and Archives personnel to monitor use of grant funds.

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning October 1, 2013, and ending on April 30, 2014. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Thousand Five Hundred Eighty-Six Dollars (\$1586.00). The Grant Budget, attached and incorporated hereto as Attachment One, shall constitute the maximum amount due the

Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

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

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the

officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

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

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other

transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- E. SPECIAL TERMS AND CONDITIONS:**
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified

by written notice.

The State:

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

The Grantee:

Elizabeth Kozlowski, Director  
White House Inn Library and Museum  
412 Hwy 76  
White House, TN 37188  
ekozlowski@cityofwhitehouse.com  
Telephone # (615) 672-0239

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

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.5. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.7. Grantee Participation. Grantee Participation amount(s) detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

IN WITNESS WHEREOF,

WHITE HOUSE INN LIBRARY AND MUSEUM:



10-16-13

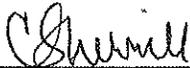
GRANTEE SIGNATURE

DATE

Michael Arnold, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

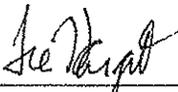


10-25-13

CHARLES A. SHERRILL, STATE LIBRARIAN AND ARCHIVIST

DATE

TENNESSEE DEPARTMENT OF STATE, OFFICE OF THE SECRETARY OF STATE



10/31/13

TRE HARGETT, SECRETARY OF STATE

DATE



GRANT BUDGET				
White House Inn Library and Museum				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 10/01/2013 END: 04/30/2014				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1.2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	1586.00	1586.00	3172.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
iv a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>1586.00</b>	<b>1586.00</b>	<b>3172.00</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

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

November 13, 2013

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**CC:** Gerald Herman, City Administrator  
**From:** W. Joe Moss, Director of Public Services  
**Re:** Additional Equipment Cost for New Trucks

---

This memo is to advise you that I have received the three (3) new service trucks for the Public Services Department.

In addition, I have added equipment to these vehicles with the cost being charged to the associated capital line item in my budget. The items purchased are as shown below:

1. **Public Works Supervisor's Truck:**
  - a. (2) Side mount tool boxes: @ \$229.00 each
  - b. Rhino lining bed liner: @ \$475.00
  - c. Emergency light bar: @ \$1,065.96
  
2. **Wastewater Superintendent's Truck:**
  - a. (2) Side mount tool boxes: @ \$229.00 each
  - b. Rhino lining bed liner: @ \$475.00
  - c. Side step bars: @ \$502.76
  
3. **Wastewater Service Truck:**
  - a. Emergency light bar: @ \$ 1,200.00

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

October 30, 2013

## MEMORANDUM

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

---

On this date, October 30, 2013, I am requesting that the Mayor and Board of Alderman approve a request to surplus the following wastewater equipment and vehicle:

1. **T/L Walker:**
  - a. Number of Pivots @ 4
  - b. Length of Pivots @ 140' approximate
  - c. Model # @ CC629A
  - d. Serial # @ 01018EP3E215TC
  - e. Year Made @ 2003
  - f. Frame @ 215TC
  - g. Spray Heads @ Under Bar
  - h. End Gun @ 100' Rating
  
2. **Lockwood Walker:**
  - a. Number of Pivots @ 6
  - b. Length of Pivots @ 1160' approximate
  - c. Model # @ 2255
  - d. Serial # @ 833093AA
  - e. Year Made @ 1985
  - f. Spray Heads @ Over Bar
  - g. End Gun @ 100' Rating
  
3. **Utility Truck:**
  - a. Vehicle # @ 201
  - b. Year @ 2002
  - c. Make @ Chevrolet 2500
  - d. Mileage @ 161,953
  - e. VIN # @ 1GCHK24U92E242913
  - f. Tag # @ GU-1358
  - g. Body Style @ Utility Bed

The City's NPDES permit allows for 300,000 gallons of its wastewater effluent to be land applied. The irrigation spray walkers were purchased to spray the wastewater effluent as a land application process. The design was not conducive to the land topography and therefore did not function properly. These units have not been used in almost ten (10) years.

As you're aware, the Headworks Project will be a combination of rehabilitating existing spray heads and installing new spray heads, which serves to eliminate the walker system.

Regarding the truck surplus request, the replacement vehicle is part of the CIP for this budget year. We've received the new truck this week from the Chevrolet dealer.

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

November 13, 2013

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**CC:** Gerald Herman, City Administrator  
**From:** Joe Palmer, Fire Department Chief  
**Re:** Plumbing Project at Fire Station 1

---

Included in this month's board meeting agenda is the plumbing bid for the renovation project at fire station 1. On November 12, 2013 at 9:00am the plumbing project bids were opened and after review of the submitted bid documents noting that the following contractor has met the bid requirements.

I recommend Perfect Construction and Plumbing Inc. to complete the plumbing project including the alternate fixture bid for \$10,879.04. The alternate fixture bid resulted in a costs savings of \$1,715.62 off the total bid.

CITY OF WHITE HOUSE

Plumbing Renovation for FD# 1

**BID# 13-1012FD Perfect Construction & Plumbing**

Plumbing Renovation for Fire Dept. #1  
1020C Winding Ridge Rd.  
Goodlettsville, TN 37072

OPENING: November 12, 2013 @ 9:00  
a.m.

**SPECIFICATIONS:**

Unit Cost

Unit Cost

Unit Cost

Unit Cost

Unit Cost

Unit Cost

Plumbing renovation for Fire Dept. #1  
per specifications

\$12,594.66

Alternate Fixture Bid

(\$1,715.62)

if alternate is chosen the total amount  
would be \$10,879.04

Delivery

90 days

November 13, 2013

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**CC:** Gerald Herman, City Administrator  
**From:** W. Joe Moss, Director of Public Services  
**Re:** Request to Approve -- Meadowlark Lift Station Project Change Order # 1

---

On this date, November 13, 2013, I am requesting that the Mayor and Board of Alderman approve Change Order No. 1 for the Meadowlark Lift Station Project. The supporting documentation from McGill is attached for your review and consideration.

The change order request is for the Gorman-Rupp lift station replacement project that is an approved CIP program.

In doing the excavation for the new wet well, the contractor has found that the sewer discharge force main is within their construction boundary. Therefore the force main needs to be bypassed so the contractor can work in an OSHA compliant work zone without compromising the force main.

I am recommending that the Mayor and Board of Alderman approve Change Order No. 1 for Scott & Ritter in the amount of \$4,795.00 and to add 93 days to the length of their contract times prior to this Change Order.

Should you have any questions regarding this contract change order request, please call me at 406-0177 or Ben Simerl at (865) 712-3196.

# Change Order

## No. 1

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: Meadowlark Pumping Station Rehabilitation	Owner: City of White House, TN	Owner's Contract No.:
Contract:	Date of Contract: 04/19/13	
Contractor: Scott & Ritter, Inc.	Engineer's Project No.: 12.02008	

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

The relocation of the existing pump station force main piping due to conflicts with the Work. The existing force main piping was located closer to the new pump station than anticipated and is in the way of the new work.

**Attachments (list documents supporting change):**

11/13/13 David Bayles - Scott and Ritter Inc. Email

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$236,510.00 \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders \_\_\_\_\_:

\$0.00 \_\_\_\_\_

Contract Price prior to this Change Order:

\$236,510.00 \_\_\_\_\_

Increase of this Change Order:

\$4795.00 \_\_\_\_\_

Contract Price incorporating this Change

\$241,305.00 \_\_\_\_\_

Original Contract Times:  Working  Calendar days

Substantial completion (days or date): 9/29/13 \_\_\_\_\_

Ready for final payment (days or date): 10/14/13 \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders:

Substantial completion (days): \_\_\_\_\_ 0

Ready for final payment (days): \_\_\_\_\_ 0

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_ 9/29/13

Ready for final payment (days or date): \_\_\_\_\_ 10/14/13

Increase of this Change Order:

Substantial completion (days or date): \_\_\_\_\_ 82

Ready for final payment (days or date): \_\_\_\_\_ 93

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_ 12/20/13

Ready for final payment (days or date): \_\_\_\_\_ 12/31/13

**RECOMMENDED:**

By: David Bayles  
Engineer (Authorized Signature)

Date: 11/13/13

Approved by Funding Agency (if applicable): \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Ben Simerl**

---

**From:** David Bayles <dbayles@scottandritter.com>  
**Sent:** Wednesday, November 13, 2013 2:32 PM  
**To:** Ben Simerl  
**Cc:** jmoss@cityofwhitehouse.com; Adam Ritter; Dale Coots (dalecoots@ymail.com)  
**Subject:** Meadowlark Pump Station

Ben,

Regarding the differing as found conditions of the site and underground facilities at the above referenced project, Scott & Ritter, Inc. proposes to perform the work as described below:

- Excavate the existing force main at the existing station and at the location of the tie in at the road.
- Cut and tie into the exiting 6 inch FM at the road and run a temporary FM around the perimeter of the site to the location of the FM at the exit point from the existing pump station.
- At the tie in at the road we will install a 6 inch MJ 90 and a 6 x 6 MJ Tee and Valve for the future tie in from the new valve vault; we propose to relocate the original valve as shown to be installed between the wet well and valve vault. If this valve cannot be moved we will install an owner provided valve at no additional cost.
- Remove the temporary FM at the completion of the project.

The work as described above will allow the excavation and installation of the new pump station to be performed in a legal and safe manner as originally bid.

Scott & Ritter, Inc. requests a change order in the amount of \$4795.00 to perform the work of this proposal.

Thank you for your consideration and please let me know if you require any additional information.

Sincerely,

David Bayles  
Project Manager  
O: 270-781-9988  
C: 270-799-0002  
[dbayles@scottandritter.com](mailto:dbayles@scottandritter.com)

November 13, 2013

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Gerald Herman, City Administrator  
**Re:** Sumner County, Tennessee Offer of Agreement

---

Please find attached an offer of agreement with Sumner County, Tennessee in reference to the Library and Stadium Properties. The exhibits for this agreement will be provided to you as soon as they are received. Please do not hesitate to contact me if you have any questions at 672-4350, ext. 2105.

## AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into on or as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and among the City of White House, Tennessee ("White House"), the Sumner County Board of Education (the " School Board") and Sumner County, Tennessee ("Sumner County").

### Recitals

- A. White House is the owner of that certain parcel of real property more particularly described on Exhibit A attached hereto and incorporated herein (the "Library Property"), upon which White House plans to build a new library for the citizens of White House; and
- B. Sumner County retained an interest in the Library Property when Sumner County conveyed the Library Property to White House; and
- C. White House desires that Sumner County release and quitclaim its interest in the Library Property to White House; and
- D. White House is the owner of that certain parcel of real property more particularly described on Exhibit B attached hereto and incorporated herein (the "Stadium Property"), which is used by White House High School for athletic events; and
- E. In exchange for Sumner County's release of its interest in the Library Property, White House desires to convey the Stadium Property to the School Board for continued use by the School Board.

### Agreement

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration, including the mutual covenants and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, White House and Sumner County hereby agree as follows:

1. Agreement to Quitclaim. For good and valuable consideration, effective as of January 1, 2014 (the "Effective Date"), Sumner County hereby agrees to quitclaim its interest in the Library Property to White House pursuant to the form of Quitclaim Deed attached hereto as Exhibit C and incorporated herein by reference (the "Library Deed").
2. Agreement to Convey. For good and valuable consideration, effective as of the Effective Date, White House hereby agrees to grant, sell, assign and convey to the School Board, the Stadium Property, pursuant to the form of Quitclaim Deed attached hereto as Exhibit D and incorporated herein by reference (the "Stadium Deed").
3. "AS-IS". White House shall convey the Stadium Property to the School Board, and the School Board agrees that it is accepting the Stadium Property from White House "AS

IS”, “WHERE IS” and “WITH ALL FAULTS”. Further, the School Board expressly acknowledges that except as otherwise specified herein, White House makes no warranty or representation of the Stadium Property, express, implied or arising by operation of law, including but in no way limited to any warranty of condition, habitability, merchantability or fitness for a particular purpose. The School Board shall indemnify up to the limits established by the Governmental Tort Liability Act and hold harmless White House from and against any and all expenses, claims, or losses arising from the Stadium Property or the activities of the School Board, its officers, agents, employees, contractors or invitees on the Stadium Property after the Effective Date, including without limitation, any attorney’s fees or court costs occasioned by such claims. This indemnification shall survive the conveyance of the Stadium Property as contemplated herein and is restricted to the limits set forth in the Governmental Tort Liability Act.

4. Possession. White House shall deliver possession of the Stadium Property to the School Board on the Effective Date.
5. Utilities. The School Board acknowledges and agrees that the utilities for the Stadium Property must be separated and separately metered from White House’s adjoining real property (the “Park Property”). The School Board shall bear the cost and expense of such separate metering and shall pay the cost of all utilities for the Stadium Property after the Effective Date.
6. Easements. White House and the Board of Education shall enter into an Easement Agreement in the form of Exhibit E attached hereto and incorporated herein by reference pursuant to which White House shall grant to the Stadium Property an easement for ingress, egress, parking and utilities, over the Park Property, and the School Board shall grant to White House an easement over the Stadium Property to access the utility lines located on the Stadium Property that serve the Park Property.
7. Costs and Fees. The School Board shall be responsible for the costs of any title search and title policy for the Property should the School Board elect to obtain the same. The School Board will pay for any appraisals, any Phase I environmental inspection and related reports, and any recording fees related to the transfer of the Stadium Property. Each party shall pay its own attorney fees.
8. Taxes and Assessments. Even though White House and the School Board are governmental entities exempt from paying taxes, should in the future laws are changed to the extent any real property taxes and assessments are assessed against the Stadium Property, White House shall pay all real property taxes and assessments, including penalties and interest, for all tax years preceding the Effective Date, and the School Board shall pay all such taxes and assessments after the Effective Date.
9. Representations and Warranties of White House. White House represents and warrants that it has full power and authority to enter into this Agreement and to perform all of its obligations hereunder. The execution and delivery of this Agreement and the performance by White House of its obligations hereunder have been duly authorized by

all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of White House.

10. Representations and Warranties of Sumner County. Sumner County represents and warrants that it has full power and authority to enter into this Agreement and to perform all of its obligations hereunder. The execution and delivery of this Agreement and the performance by Sumner County of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of Sumner County.
11. Representations and Warranties of the School Board. The School Board represents and warrants that it has full power and authority to enter into this Agreement and to perform all of its obligations hereunder. The execution and delivery of this Agreement and the performance by the School Board of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of the School Board.
12. Final Agreement. This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated in this Agreement shall be binding on any of the parties and no portion hereof shall be amended or modified unless such change shall be in writing and signed by both parties thereto.
13. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
14. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.
16. Assignment. This Agreement may not be assigned by either party hereto.
17. Severability. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or conditions herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
18. Waiver and Amendment. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by all of the parties hereto.
19. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or his legal representative drafted such provision.

**[SIGNATURES TO FOLLOW ON SUBSEQUENT PAGE]**

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

**WHITE HOUSE:**

**The City of White House, Tennessee**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SUMNER COUNTY:**

**Sumner County, Tennessee**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHOOL BOARD:**

**The Sumner County Board of Education**

By: \_\_\_\_\_

Name: Del R. Phillips III

Title: Director of Sumner County Schools

By: \_\_\_\_\_

Name: Don Long

Title: Chairman, Sumner County Board of Education

**EXHIBIT A**

[Library Property Legal Description]

Land in the City of White House, Fifteenth Civil District of Sumner County, Tennessee, described by a survey by Howard George and Associates, Project No. 89053, dated October 30, 1989, as follows:

Beginning at an iron pin set at the back of a walk on the Southeast right-of-way of U.S. Highway 31-W, State Route 41, approximately 305 feet, southwest of the southwest right-of-way of College Street; thence S 42°41'E. 187.79 feet to a railroad spike set in an asphalt drive; thence S 43°53'W. 245.77 feet to an iron pin set; thence N 42°27' W. 203.51 feet to an iron pin set on said Southeast right-of-way; thence with said Southeast right-of-way N 47°33' E. 244.53 feet to the beginning, containing 1.10 acres, more or less.

Being part of the same property conveyed to Sumner County, Tennessee, by deed dated October 18, 1988, and of record in Book 51, page 288, Register's Office, Sumner County, Tennessee.

## EXHIBIT B

### [Stadium Property Legal Description]

Land in the 11th Civil District of Robertson County, Tennessee, a portion of property conveyed in Deed Book 178, Page 289; and Deed Book 341, Page 365, Register's Office, Robertson County, Tennessee, a portion of Parcel 2.00 on Tax Map 107, Assessor's Office, Robertson County, Tennessee, and being further described as follows:

**Beginning** at an iron pin new (1/2" rebar), the most southwest corner of this tract, said point lies N 08°26'38" E a distance of 10.22 feet from an iron pin old (1/2" rebar), a corner to Thomas E. Byrum Jr. (Deed Book 195, Page 246), and the southeast corner of Byrum Family Partners (Record Book 1537, Page 745); thence, from said **beginning point**, N 08°26'38" E a distance of 650.72 feet to an iron pin new (1/2" rebar) in the line of Byrum Family Partners; thence, with a new line for the next seven calls as follows: S 81°48'34" E a distance of 221.14 feet to an iron pin new (1/2" rebar); thence, N 10°03'44" E a distance of 26.46 feet to an iron pin new (1/2" rebar); thence, S 79°18'12" E a distance of 42.02 feet to a PK nail (new); thence, S 01°03'43" E a distance of 24.71 feet to a PK nail (new); thence, S 81°54'54" E a distance of 177.53 feet to an iron pin new (1/2" rebar); thence, S 09°17'39" W a distance of 651.62 feet to an iron pin new (1/2" rebar); thence, N 81°46'40" W a distance of 435.82 feet to the point of beginning, containing **6.61 acres** according to a survey by Ray G. Cole, Tennessee Registered Land Surveyor No. 924, dated September 11, 2013.

Being part of the same property conveyed by Notice of Limitation of Use as recorded on the 26th day of October, 1995 in Deed Book 341, Page 365 and Final Order as recorded on the 24th day of October, 1974 in Deed Book 178, Page 289, in the Register's Office of Robertson County, Tennessee.

**EXHIBIT C**

[Library Deed]

THIS INSTRUMENT PREPARED BY:

Webb Sanders PLLC  
2784 Highway 31W  
White House, TN 37188

**QUITCLAIM DEED**

Address New Owner(s):	Send Tax Bills To:	Map/Parcel Number(s):
City of White House, Tennessee 105 College Street White House, TN 37188	Same	Map 77/Parcel #73

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sumner County, Tennessee (the "Grantor") hereby quitclaims and conveys to the City of White House, Tennessee, (the "Grantee"), all of Grantor's right, title and interest in and to certain real property located in Sumner County, Tennessee, more particularly described as follows:

**PLEASE SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

This is improved property known as \_\_\_\_\_, White House, Tennessee.

Grantor specifically quitclaims and releases any conditions or rights of reversion it may have retained in that certain Quitclaim Deed from Grantor to Grantee dated January 14, 1991, of record at Book 178 page 802, Register's Office for Sumner County, Tennessee.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument or has caused same to be executed as of this \_\_\_\_ day of \_\_\_\_\_ 2013.

GRANTOR:

SUMNER COUNTY, TENNESSEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The actual consideration for this transfer is \$10.00.

\_\_\_\_\_

Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_

Notary Public

My Commission Expires:

STATE OF TENNESSEE )

COUNTY OF SUMNER )

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the \_\_\_\_\_ of Sumner County, Tennessee, and is authorized by the county to execute this instrument on behalf of the county.

WITNESS my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_

## **EXHIBIT "A"**

### **Legal Description**

Land in the City of White House, Fifteenth Civil District of Sumner County, Tennessee, described by a survey by Howard George and Associates, Project No. 89053, dated October 30, 1989, as follows:

Beginning at an iron pin set at the back of a walk on the Southeast right-of-way of U.S. Highway 31-W, State Route 41, approximately 305 feet, southwest of the southwest right-of-way of College Street; thence S 42°41'E. 187.79 feet to a railroad spike set in an asphalt drive; thence S 43°53'W. 245.77 feet to an iron pin set; thence N 42°27' W. 203.51 feet to an iron pin set on said Southeast right-of-way; thence with said Southeast right-of-way N 47°33' E. 244.53 feet to the beginning, containing 1.10 acres, more or less.

Being part of the same property conveyed to Sumner County, Tennessee, by deed dated October 18, 1988, and of record in Book 51, page 288, Register's Office, Sumner County, Tennessee.

**EXHIBIT D**

[Stadium Deed]

THIS INSTRUMENT PREPARED BY:  
Webb Sanders PLLC  
2784 Highway 31W  
White House, TN 37188

**QUITCLAIM DEED**

Address New Owner(s):	Send Tax Bills To:	Map/Parcel Number(s):
Sumner County, Tennessee _____ _____	Same	107/2.00

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of White House, Tennessee (the "Grantor") hereby quitclaims and conveys to Sumner County, Tennessee, (the "Grantee"), all of Grantor's right, title and interest in and to certain real property located in Robertson County, Tennessee, more particularly described as follows:

**PLEASE SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

This is improved property known as part of the property located at 420 Highway 76, White House, Tennessee.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument or has caused same to be executed as of this \_\_\_\_ day of \_\_\_\_\_ 2013.

GRANTOR:

CITY OF WHITE HOUSE, TENNESSEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The actual consideration for this transfer is \$10.00.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF TENNESSEE )

COUNTY OF SUMNER )

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the \_\_\_\_\_ of the City of White House, Tennessee, and is authorized by the city to execute this instrument on behalf of the city.

WITNESS my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## EXHIBIT "A"

### Legal Description

Land in the 11th Civil District of Robertson County, Tennessee, a portion of property conveyed in Deed Book 178, Page 289; and Deed Book 341, Page 365, Register's Office, Robertson County, Tennessee, a portion of Parcel 2.00 on Tax Map 107, Assessor's Office, Robertson County, Tennessee, and being further described as follows:

**Beginning** at an iron pin new (1/2" rebar), the most southwest corner of this tract, said point lies N 08°26'38" E a distance of 10.22 feet from an iron pin old (1/2" rebar), a corner to Thomas E. Byrum Jr. (Deed Book 195, Page 246), and the southeast corner of Byrum Family Partners (Record Book 1537, Page 745); thence, from said **beginning point**, N 08°26'38" E a distance of 650.72 feet to an iron pin new (1/2" rebar) in the line of Byrum Family Partners; thence, with a new line for the next seven calls as follows: S 81°48'34" E a distance of 221.14 feet to an iron pin new (1/2" rebar); thence, N 10°03'44" E a distance of 26.46 feet to an iron pin new (1/2" rebar); thence, S 79°18'12" E a distance of 42.02 feet to a PK nail (new); thence, S 01°03'43" E a distance of 24.71 feet to a PK nail (new); thence, S 81°54'54" E a distance of 177.53 feet to an iron pin new (1/2" rebar); thence, S 09°17'39" W a distance of 651.62 feet to an iron pin new (1/2" rebar); thence, N 81°46'40" W a distance of 435.82 feet to the point of beginning, containing **6.61 acres** according to a survey by Ray G. Cole, Tennessee Registered Land Surveyor No. 924, dated September 11, 2013.

Being part of the same property conveyed by Notice of Limitation of Use as recorded on the 26th day of October, 1995 in Deed Book 341, Page 365 and Final Order as recorded on the 24th day of October, 1974 in Deed Book 178, Page 289, in the Register's Office of Robertson County, Tennessee.

**EXHIBIT E**

[Easement Agreement]

Prepared By:  
Webb Sanders PLLC  
2784 Highway 31W  
White House, Tennessee 37188

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made effective as of the 1st day of January, 2014, by and between the City of White House, Tennessee (the "Parcel A Owner"), and Sumner County Board of Education, Tennessee (the "Parcel B Owner," the Parcel A Owner and the Parcel B Owner are sometimes collectively referred to herein as the "Owners").

#### WITNESSETH:

WHEREAS, the Parcel A Owner is the owner of certain real property located in Robertson County, Tennessee, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, the Parcel B Owner is the owner of certain real property located in Robertson County, Tennessee, more particularly described on Exhibit "B" attached hereto and incorporated herein by reference. Parcel A and Parcel B are sometimes individually referred to herein as a "Property," and sometimes collectively referred to herein as the "Properties";

WHEREAS, "Owner" means the "Parcel A Owner" or the "Parcel B Owner", or either of them, as the context may require. "Parcel A Owner" means any person or legal entity (or combination thereof) owning from time to time fee simple title to Parcel A, or any part thereof, all as shown by the public real estate records of Robertson County, Tennessee. "Parcel B Owner" means any person or legal entity (or combination thereof) owning from time to time fee simple title to Parcel B, or any part thereof, all as shown by the public real estate records of Robertson County, Tennessee;

WHEREAS, the Owners desire to declare, create and establish certain easements over the Properties.

NOW, THEREFORE, in consideration of Ten and No/100ths (\$10.00), the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

1. Access Easement. Subject to the conditions, limitations or reservations contained in this Agreement, the Parcel A Owner hereby grants and conveys to Parcel B a non-exclusive perpetual vehicular and pedestrian access easement over, across and through the accessways and curb cuts located or to be located on Parcel A as they may exist from time to time, necessary to access Parcel B from Highway 76 and Stadium Drive, (the "Access Easement"). The Access Easements are not intended to, and shall not be construed as, creating any rights in or for the benefit of the general public. At all times while this Agreement is in effect, the Access Easements and the other covenants, conditions, rights and obligations set forth herein shall run with the land.

2. Parking Easement. Subject to the conditions, limitations or reservations contained in this Agreement, the Parcel A Owner hereby grants and conveys to Parcel B (a) a non-exclusive perpetual easement for parking over, on and across the parking areas located on Parcel A now or hereafter existing and as the same may be modified from time to time (the "Parking Easement"). The Parking Easement is not intended to, and shall not be construed as, creating any rights in or for the benefit of the general public. At all times while this Agreement is in effect, such easement and the other covenants, conditions, rights and obligations set forth herein shall run with the land.

3. Utility Easement. Subject to the conditions, limitations and reservations contained in this Agreement, the Parcel B Owner hereby grants to Parcel A a non-exclusive perpetual easement to access, install, repair and maintain utilities on Parcel B, including without limitation, electric, water, sanitary sewer, cable, phone lines, data lines and other such utilities reasonably necessary for the development and occupancy of Parcel A (the "Parcel A Utility Easement"). Subject to the conditions, limitations or reservations contained in this Agreement, the Parcel A Owner hereby grants to Parcel B a non-exclusive perpetual easement to access, install, repair and maintain utilities on Parcel A, including without limitation, electric, water, sanitary sewer, cable, phone lines, data lines and other such utilities reasonably necessary for the development and occupancy of Parcel B (the "Parcel B Utility Easement"; the Parcel A Utility Easement and the Parcel B Utility Easement are referred to herein collectively as the "Utility Easement".) To the extent it is necessary to install any such utilities on the Properties, such utilities shall be installed only in specific locations approved by the Owner upon whose Property the utilities are to be installed, which approval shall not be unreasonably withheld, conditioned or delayed, and such Utility Easements shall be utilized by the Owners in a manner so as not to unreasonably disturb the business of the owners on the Properties. At all times while this Agreement is in effect, the Utility Easement and the other covenants, conditions, rights and obligations set forth herein shall run with the land.

4. Maintenance of the Properties. The Owner of each Property shall maintain its Property in a clean and orderly condition and shall take such measures as are necessary to control dirt, litter and debris.

5. Reasonable Use of the Easements. The Easements shall be used and enjoyed in such a manner so as not to interfere with, obstruct or delay the conduct and operations of the business of the Owner of each Property, and such easements shall not limit the construction, location, demolition and relocation from time to time of any improvements on each of the Properties, so long as any such construction, location, demolition or relocation shall not prohibit the reasonable use of the Easements.

6. Attorneys' Fees. In the event that the owner of either Property institutes any legal action or proceeding for the enforcement of any right or obligation set forth in this Agreement, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding or in the defense thereof.

7. Amendment. This Agreement may be amended only by the written agreement of all Owners of the Properties. This Agreement and all amendments hereto shall be recorded in the Register's Office of Robertson County, Tennessee.

8. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

9. Severability. Each provision of this Agreement is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained in this Agreement shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

10. Governing Law. The laws of the State of Tennessee shall govern the interpretation, validity, performance, and enforcement of this Agreement.

11. Successors and Assigns. The terms of this Agreement shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12. Invalidity. If any term, covenant or restriction herein shall be invalid or unenforceable, the remainder shall not be affected thereby, and each remaining term, covenant and restriction shall be valid and enforceable to the fullest extent permitted by law.

13. Non-Waiver. One or more waivers of any term, covenant, or condition of this Agreement by any party should not be construed as a waiver of any subsequent breach of the same or any other term, covenant, or condition; nor shall any delay or omission by any party in seeking a remedy for breach of this Agreement, or exercising any right accruing to such party or reason of any such breach, be deemed a waiver by such party of its rights or remedies with respect to such breach.

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

"PARCEL A OWNER":

THE CITY OF WHITE HOUSE,  
TENNESSEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"PARCEL B OWNER":

SUMNER COUNTY BOARD OF  
EDUCATION

By: \_\_\_\_\_  
Name: Del R. Phillips III  
Title: Director of Sumner County  
Schools

By: \_\_\_\_\_  
Name: Don Long  
Title: Chairman, Sumner County  
Board of Education

STATE OF TENNESSEE )

COUNTY OF SUMNER )

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the \_\_\_\_\_ of the City of White House, Tennessee, and is authorized by the city to execute this instrument on behalf of the city.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF TENNESSEE )

COUNTY OF SUMNER )

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Del R. Phillips III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Director of Sumner County Schools for the Sumner County Board of Education, and is authorized by the Board of Education to execute this instrument on behalf of the Board of Education.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF TENNESSEE    )

COUNTY OF SUMNER    )

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Don Long, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chairman of the Sumner County Board of Education, and is authorized by the Board of Education to execute this instrument on behalf of the Board of Education.

WITNESS my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## EXHIBIT "A"

### Legal Description of Parcel A

Said tract of land being situated in the Eleventh Civil District of Robertson County, Tennessee, and being more particularly described as follows:

Beginning at a Sassafras, T. R. Cawthron's Northwest corner, runs thence South 6° East 187.5 poles to a stone in Andy Erwin's Line; thence, North 85-1/2° West 54.5 poles to a stone; thence North 3° East 67.4 poles to a stone, Byrum's corner; thence North 87° West 17.9 poles to a stone in Byrum's line; thence North 3° East 55.7 poles to a stone, Byrum's corner and William Burney's line; thence North 85-1/2° West 79.4 poles to a stone; thence North 4° East with Ed Warren's line 26.4 poles to a stone, said Warren's corner; thence East 24 poles to a stone, F. H. Corder's corner; thence North 2-1/2° West 39 poles to a stone; thence North 80-1/2° East 83.4 poles to a stone; thence South 34° East 32 poles to the beginning, containing 93.8 acres, more or less, however, there is included in the above description and expressly excluded therefrom all real estate that Carman Warren and Zula Warren that was situated South of Highway 76.

Being the same property conveyed by Notice of Limitation of Use as recorded on the 26th day of October, 1995 in Deed Book 341, Page 365 and Final Order as recorded on the 24th day of October, 1974 in Deed Book 178, Page 289, in the Register's Office of Robertson County, Tennessee.

Less and except the following tract:

Land in the 11th Civil District of Robertson County, Tennessee, a portion of property conveyed in Deed Book 178, Page 289; and Deed Book 341, Page 365, Register's Office, Robertson County, Tennessee, a portion of Parcel 2.00 on Tax Map 107, Assessor's Office, Robertson County, Tennessee, and being further described as follows:

**Beginning** at an iron pin new (1/2" rebar), the most southwest corner of this tract, said point lies N 08°26'38" E a distance of 10.22 feet from an iron pin old (1/2" rebar), a corner to Thomas E. Byrum Jr. (Deed Book 195, Page 246), and the southeast corner of Byrum Family Partners (Record Book 1537, Page 745); thence, from said **beginning point**, N 08°26'38" E a distance of 650.72 feet to an iron pin new (1/2" rebar) in the line of Byrum Family Partners; thence, with a new line for the next seven calls as follows: S 81°48'34" E a distance of 221.14 feet to an iron pin new (1/2" rebar); thence, N 10°03'44" E a distance of 26.46 feet to an iron pin new (1/2" rebar); thence, S 79°18'12" E a distance of 42.02 feet to a PK nail (new); thence, S 01°03'43" E a distance of 24.71 feet to a PK nail (new); thence, S 81°54'54" E a distance of 177.53 feet to an iron pin new (1/2" rebar); thence, S 09°17'39" W a distance of 651.62 feet to an iron pin new (1/2" rebar); thence, N 81°46'40" W a distance of 435.82 feet to the point of beginning, containing **6.61 acres** according to a survey by Ray G. Cole, Tennessee Registered Land Surveyor No. 924, dated September 11, 2013.

## EXHIBIT "B"

### Legal Description of Parcel B

Land in the 11th Civil District of Robertson County, Tennessee, a portion of property conveyed in Deed Book 178, Page 289; and Deed Book 341, Page 365, Register's Office, Robertson County, Tennessee, a portion of Parcel 2.00 on Tax Map 107, Assessor's Office, Robertson County, Tennessee, and being further described as follows:

**Beginning** at an iron pin new (1/2" rebar), the most southwest corner of this tract, said point lies N 08°26'38" E a distance of 10.22 feet from an iron pin old (1/2" rebar), a corner to Thomas E. Byrum Jr. (Deed Book 195, Page 246), and the southeast corner of Byrum Family Partners (Record Book 1537, Page 745); thence, from said **beginning point**, N 08°26'38" E a distance of 650.72 feet to an iron pin new (1/2" rebar) in the line of Byrum Family Partners; thence, with a new line for the next seven calls as follows: S 81°48'34" E a distance of 221.14 feet to an iron pin new (1/2" rebar); thence, N 10°03'44" E a distance of 26.46 feet to an iron pin new (1/2" rebar); thence, S 79°18'12" E a distance of 42.02 feet to a PK nail (new); thence, S 01°03'43" E a distance of 24.71 feet to a PK nail (new); thence, S 81°54'54" E a distance of 177.53 feet to an iron pin new (1/2" rebar); thence, S 09°17'39" W a distance of 651.62 feet to an iron pin new (1/2" rebar); thence, N 81°46'40" W a distance of 435.82 feet to the point of beginning, containing **6.61 acres** according to a survey by Ray G. Cole, Tennessee Registered Land Surveyor No. 924, dated September 11, 2013.

Being part of the same property conveyed by Notice of Limitation of Use as recorded on the 26th day of October, 1995 in Deed Book 341, Page 365 and Final Order as recorded on the 24th day of October, 1974 in Deed Book 178, Page 289, in the Register's Office of Robertson County, Tennessee.

November 14, 2013

## MEMORANDUM

**To:** Board of Mayor and Aldermen

**From:** Gerald Herman, City Administrator

**Re:** Safety Improvements at the Tyree Springs (SR-528) Intersection with South Palmers Chapel Road

---

To approve or reject the local agency project agreement with Tennessee Department of Transportation for safety improvements at the Tyree Spring (SR-528) intersection with South Palmers Chapel Road. The project agreement will be provided to you as soon as it is received. Please do not hesitate to contact me if you have any questions at 672-4350, ext. 2105.

**Amendment Number: 2**

**Agreement Number: 2001289**

**Project Identification Number: 042131.00**

**Federal Project Number: STP-H-258(5)**

**State Project Number: 83018-3216-94**

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION  
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of White House (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

The project adds a left turn lane to the SR-258 northbound and southbound approaches with 100 feet of storage and a separate right lane at South Palmers Chapel Road, with 100 feet of storage.

The language of AGREEMENT # 2001289 dated August 16, 2001 is hereby deleted in its entirety and replaced with the following:

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

**A. PURPOSE OF AGREEMENT**

**A.1 Purpose:**

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

**A.2 Modifications and Additions:**

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

**B. ACCOMPLISHMENT OF PROJECT**

**B.1 General Requirements:**

- a)

	<b>Responsible Party</b>	<b>Funding Provided by Agency or Project.</b>
Environmental Clearance by:	Agency	Agency
Preliminary Engineering by:	Agency	Project
Right-of-Way by:	Agency	Agency
Utility Coordination by:	Agency	Agency
Construction by:	Agency	Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals,

standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

**B.2 Completion Date:**

- a) The Agency agrees to complete the herein assigned phases of the Project on or before December 31, 2018. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

**B.3 Environmental Regulations:**

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

**B.4 Plans and Specifications**

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.

- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
- 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

#### **B.5 Right-of-Way**

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.

- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

#### **B.6 Approval of the Construction Phase**

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

#### **B.7 Detours**

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

## **B.8 Utilities**

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
  - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
  - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

## **B.9 Railroad**

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

## **C. PAYMENT TERMS AND CONDITIONS**

### **C.1 Total Cost:**

**In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

### **C.2 Eligible Costs:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

**C.3 Limits on Federal and State Participation:**

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

**C.4 Payment Methodology:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.

- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

**C.5 The Department's Obligations:**

**In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.**

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
  - 1) **Misrepresentation:**  
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
  - 2) **Litigation:**  
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
  - 3) **Approval by Department:**  
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
  - 4) **Conflict of Interests:**  
There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**C.6 Final Invoices:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

**C.7 Offset:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

**C.8 Travel Compensation**

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

**D. STANDARD TERMS AND CONDITIONS**

**D.1 Governing Law:**

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

**D.2 General Compliance with Federal, State, and Local Law:**

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

**D.3 State Law:**

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**D.4 Submission of the Proceedings, Agreements, and Other Documents:**

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

**D.5 Appropriations of Funds:**

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.6 Rights and Remedies Not Waived:**

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

**D.7 Department and Agency Not Obligated to Third Parties:**

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

**D.8 Independent Contractor:**

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

**D.9 Maintenance:**

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices,

including, but not limited to, replacement of solar panels, batteries, lights and lenses.

- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

**D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**In the event that the herein-described project is funded with federal funds, the following shall apply:**

a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

**D.11 Tennessee Department of Transportation Debarment and Suspension:**

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

**D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

a) **Instructions for Certification - Primary Covered Transactions:**

**By signing and submitting this Agreement, the Agency is providing the certification set out below.**

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

**b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:**

**The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:**

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**D.13 Equal Employment Opportunity:**

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**D.14 Title VI – Civil Rights Act of 1964:**

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990 (ADA):**

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**D.16 Conflicts of Interest:**

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of it's subcontracts, the following provision:
  - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

**D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):**

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**D.18 Restrictions on Lobbying (applies to federal aid projects):**

**The Agency certifies, to the best of its knowledge and belief, that:**

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts,

and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

**D.19 Records:**

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

**D.20 Inspection:**

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

**D.21 Annual Report and Audit:**

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

**D.22 Termination for Convenience:**

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.23 Termination for Cause:**

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

**D.24 How Agreement is Affected by Provisions Being Held Invalid:**

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**D.25 Agreement Format:**

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**D.26 Certification Regarding Third Party Contracts:**

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

**D.27 Amendment:**

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

**D.28 State Liability:**

- a) The Department shall have no liability except as specifically provided in this Agreement.

**D.29 Force Majeure:**

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

**D.30 Required Approvals:**

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

**D.31 Estimated Cost:**

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

**D.32 Third Party Liability:**

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**D.33 Deposits:**

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

**D.35 Congestion Mitigation and Air Quality Requirement:**

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
  - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

**D.36 Investment of Public Funds:**

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

<b>Amount</b>		<b>Open to Public and Vehicular Traffic</b>
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

**D.37 Federal Funding Accountability and Transparency Act:**

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

Amendment Deleting Entire Previous Contract including Exhibit

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF WHITE HOUSE**

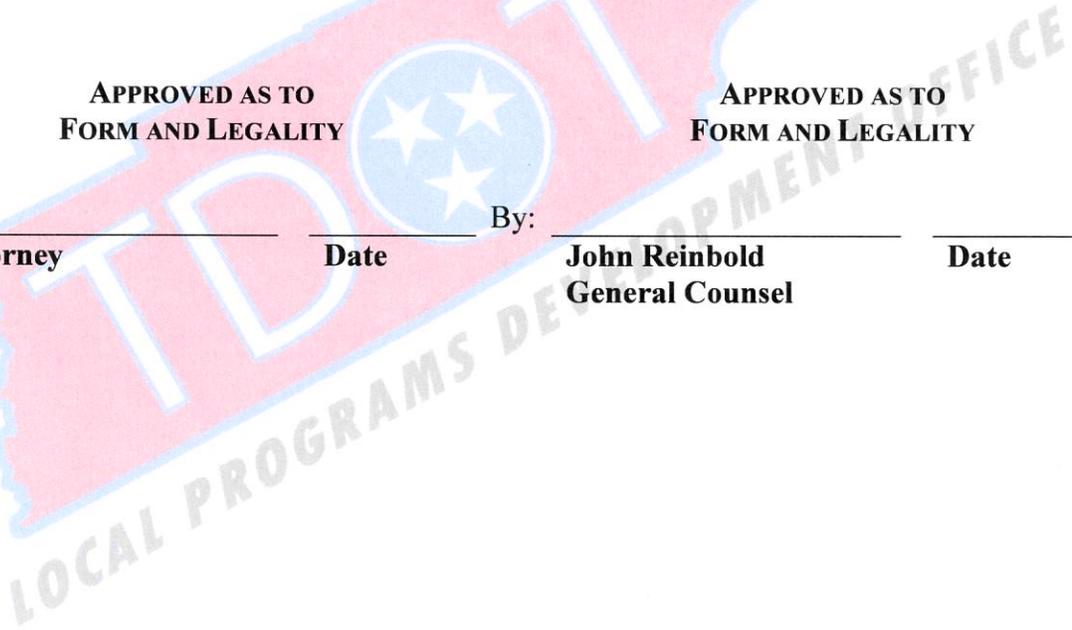
**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**Mayor** **John C. Schroer**  
**Michael Arnold** **Commissioner**

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**Attorney** **John Reinbold**  
**General Counsel**



---

**EXHIBIT "A" for Amendment 2**


---

**CONTRACT #:** 2001289**PROJECT IDENTIFICATION #:** 042131.00**FEDERAL PROJECT #:** STP-H-258(5)**STATE PROJECT #:** 83018-3216-94

---

**PROJECT DESCRIPTION:** The project adds a left turn lane to the SR-258 northbound and southbound approaches with 100 feet of storage and a separate right lane at South Palmers Chapel Road with 100 feet of storage.

---

**CHANGE IN COST:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

---

**TYPE OF WORK:** Turning Lane

---

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-DESIGN	STP-H	90	10	0	\$37,000.00
CONSTRUCTION	STP-H	90	0	10	\$600.00
CONSTRUCTION	STP-H	90	10	0	\$353,757.00
TDOT ES	STP-H	90	10	0	\$6,100.00

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

**TDOT ENGINEERING SERVICES (TDOT ES):** In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

**LEGISLATIVE AUTHORITY:** STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation,

OTHER BUSINESS...

*November 13, 2013*

## **M E M O R A N D U M**

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

---

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

In compliance with the requirement, the attached form has been completed for the General Obligation Public Improvement Bonds, Series 2013. The Mayor, Finance Director, and City Recorder signed all pre-closing documents for this issuance on Thursday, October 17. The actual closing for the transaction took place on Friday, October 18.

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

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

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

**1. Public Entity:**  
 Name City of White House, Tennessee  
 Address 105 College Street  
White House, Tennessee 37188  
General Obligation Public Improvement Bonds, Series 2013

**2. Debt Obligation:**

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

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

**5. Face Amount of Debt Obligation:** \$3,085,000.00  
**Premium:** \$35,282.45

**6. Type of Sale:**

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

**3. Security For Debt Obligation:**

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

**7. Tax Status:**

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

**8. Dated Date:** 10/18/2013

**4. Purpose of Issue:**

<input type="checkbox"/>	a. General Government	_____ %
<input type="checkbox"/>	b. Education	_____ %
<input type="checkbox"/>	c. Highways and Streets	_____ %
<input type="checkbox"/>	d. Public Safety	_____ %
<input type="checkbox"/>	e. Solid Waste Disposal	_____ %
<input type="checkbox"/>	f. Industrial Park	_____ %
<input type="checkbox"/>	g. Manufacturing Facilities	_____ %
<input type="checkbox"/>	h. Health Facilities	_____ %
<input type="checkbox"/>	i. Airports	_____ %
<input type="checkbox"/>	j. Utilities	_____ %
<input type="checkbox"/>	i. Water	_____ %
<input type="checkbox"/>	ii. Sewer	_____ %
<input type="checkbox"/>	iii. Electric	_____ %
<input type="checkbox"/>	iv. Gas	_____ %
<input type="checkbox"/>	k. Refunding or Renewal	_____ %
<input checked="" type="checkbox"/>	l. Other <u>public library</u>	<u>100.00</u> %

specify

**9. Issue Date (Closing Date):** 10/18/2013

**10. Ratings:**

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

**11. Interest Cost:**  
4.0139 %

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

**12. Recurring Costs:**

a. Remarketing Agent (bps)	<u>\$0.00</u>
b. Liquidity (bps)	<u>\$0.00</u>
c. Credit Enhancements (bps)	<u>\$0.00</u>

**13. Maturity Dates, Amounts and Interest Rates**

Weighted Average Maturity = 17.951 years

Year	Amount	Interest Rate
2015	\$65,000.00	2.00 %
2016	\$70,000.00	2.00 %
2017	\$70,000.00	2.00 %
2018	\$70,000.00	2.00 %
2019	\$75,000.00	2.00 %
2020	\$75,000.00	2.00 %
2021	\$75,000.00	2.30 %
2022	\$80,000.00	2.50 %
		%
		%
		%

Year	Amount	Interest Rate
2023	\$80,000.00	2.50 %
2028	\$440,000.00	4.00 %
2031	\$310,000.00	4.00 %
2033	\$225,000.00	4.00 %
2037	\$510,000.00	4.00 %
2039	\$285,000.00	4.125 %
2041	\$315,000.00	4.20 %
2043	\$340,000.00	4.25 %
		%
		%
		%

If additional space is needed, attach additional sheet.

**14. Repayment Schedule**

Year	This Issue		Total Debt Outstanding	
	Cum. Principal Redeemed	% Total	Cum. Principal Redeemed	% Total
1		0.00	\$ 641,090.00	6.89
5	\$275,000.00	8.91	\$3,561,090.00	38.27
10	\$660,000.00	21.39	\$5,421,090.00	58.28
15	\$1,100,000.00	35.66	\$6,866,090.00	73.78
20	\$1,635,000.00	53.00	\$7,421,090.00	79.74
25	\$2,285,000.00	74.07	\$7,976,090.00	85.71
30	\$3,085,000.00	100.00	\$8,651,090.00	92.96
34			\$9,306,090.00	100.00

**15. Itemized Description of the Cost of Issuance**

(Round to Nearest Dollar)

		Name of Firm
a. Financial Advisor Fees*	\$24,500.00	Raymond James & Associates
b. Legal Fees:		
i. Bond Counsel	\$10,000.00	Bass, Berry & Sims PLC
ii. Issuer's Counsel	\$2,000.00	Webb Sanders PLLC
iii. Trustee's Counsel		
_____		
_____		
c. Paying Agent Fees and Registration Fees	\$750.00	U.S. Bank National Association
d. Trustee Fees		
e. Remarking Agent Fees		
f. Liquidity Fees		
g. Rating Agency Fees	\$8,700.00	Standard & Poor's
h. Credit Enhancement Fees		
i. Underwriter's Discount <u>1.997</u> %	\$61,613.00	Robert W. Baird & Co., Inc.
i. Take Down		
ii. Management Fee		
iii. Risk Premium		
iv. Underwriter's Counsel		
v. Other Expenses		
j. Printing and Advertising Fees	\$7,500.00	POS/OS - iDeal Prospectus/UPS
k. Issuer Fees		
l. Real Estate Fees		
m. Bank Closing Costs		
n. Other Costs	\$1,200.00	Raymond James/CUSIP, FedEx.
<b>Total Costs</b>	<b>\$116,263.00</b>	

\*If other costs are included, please itemize

Note: Enclose a copy of the DISCLOSURE DOCUMENT/ OFFICIAL STATEMENT if applicable. See Exhibit A

**16. Description of Continuing Disclosure Obligations**

(Use additional pages if necessary)

Individual Responsible for Completion:  
Date Annual Disclosure is due:

Cumberland Securities Company, Inc., as Dissemination Agent  
June 30

Form of Continuing Disclosure Certificate is included as an appendix to Exhibit A hereto.

**17. Description of Compliance with Written Debt Management Policy:**

(Use additional pages if necessary)

See Exhibit B

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

(Use additional pages if necessary)

N/A

19.

  
\_\_\_\_\_  
Authorized Representative  
Mayor  
\_\_\_\_\_  
Title  
10/18/2013  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Email

Karen S. Neal  
\_\_\_\_\_  
Preparer  
Member  
\_\_\_\_\_  
Title  
Bass, Berry & Sims PLC  
\_\_\_\_\_  
Firm  
10/18/2013  
\_\_\_\_\_  
Date  
kneal@bassberry.com  
\_\_\_\_\_  
Email

20.

Submitted to Governing Body on 11/14/13 and presented at its public meeting held on 11/21/13

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

EXHIBIT A

City of White House, Tennessee  
General Obligation Public Improvement Bonds, Series 2013

FINAL OFFICIAL STATEMENT

The Final Official Statement is available at <http://emma.msrb.org/EA568941-EA443280-EA839193.pdf>

## EXHIBIT B

City of White House, Tennessee  
General Obligation Public Improvement Bonds, Series 2013

### DEBT MANAGEMENT POLICY QUESTION NO. 17

The Bonds were consistent with the City's formal Debt Management Policy for the following reasons:

*Transparency:* The August 15, 2013 meeting was fully publicized consistent with the appropriate requirements for meeting notifications. All costs and relationships were fully disclosed in the authorizing resolution and formal written agreements were executed with all professionals.

*Terms and Limits of Debt:*

- a. There was no back-loading or other unusual structures deployed in the transaction. Proceeds of the Bonds are being used to acquire, construct and equip a new public library for the City which will have a useful life greater than the period financed by the City.
- b. The transaction was structured as a general obligation issue in order to achieve lower overall debt service and to take advantage of the City's top credit rating.

*Use of Variable Rate Debt:* Not applicable. The transaction was a traditional fixed rate obligation of the City with annual payments and semi-annual interest requirements.

*Use of Derivatives:* Not Applicable

*Cost of Debt:* All costs associated with the transaction were disclosed up front except for the underwriter's compensation which was estimated and disclosed as attachment to the authorizing resolution and ultimately determined by competitive public sale. Because of the City's designation of the debt as a "qualified tax-exempt obligation" and its top rating from S&P of "AA+/Stable", the City was able to attract 4 bidders in a volatile market.

*Refinancing Outstanding Debt:* Not Applicable

*Professional Services:*

- a. Counsel: Bond Counsel entered into a formal, written engagement with the City.
- b. Financial Advisor: The Financial Advisor entered into a formal, written engagement with the City outlining its duties, relationships and compensation. Pursuant to MSRB rules, the Financial Advisor (as a broker-dealer) was not allowed to participate in the competitive public sale either directly or indirectly.

- c. Underwriter: Since this was a competitive transaction with a Financial Advisor, this section does not apply

*Conflicts:*

- a. In their written engagement agreements and/or the Preliminary and Final Official Statements, all professionals engaged by the City disclosed any relationships that allowed investors and the City to appreciate the significance of such relationships, if any.
- b. No disclosure by any professional knowingly violated any rule or regulation of professional conduct.

DISCUSSION ITEMS...

OTHER INFORMATION....

*November 13, 2013*

## **M E M O R A N D U M**

**To:** Board of Mayor and Aldermen  
**Cc:** Jerry Herman, City Administrator  
**From:** Charlotte Soporowski, Finance Director  
**Re:** Division of Local Government Audit Memo

---

The following memo from the Division of Local Government Audit indicates that the review has been completed for the audit of the City of White House fiscal year ended June 30, 2012.

The reporting requirements that are pointed out in the memo have been discussed with our audit firm, Crosslin & Associates. These are very small technicalities that relate only to reporting, and do not affect the actual opinion that was issued on the financials. I have been assured that the audit firm will rectify these issues during the preparation of the Comprehensive Annual Financial Statement in the current audit cycle.

If you have any questions about the findings in this memo, please do not hesitate to contact me directly.



STATE OF TENNESSEE  
COMPTROLLER OF THE TREASURY  
DEPARTMENT OF AUDIT  
DIVISION OF LOCAL GOVERNMENT AUDIT

SUITE 1500  
JAMES K. POLK STATE OFFICE BUILDING  
NASHVILLE, TENNESSEE 37243-1402  
PHONE (615) 401-7841

September 20, 2013

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

Honorable Mayor and Board:

I have performed a limited review of the annual financial report on the City of White House for the fiscal year ended June 30, 2012, as audited by Crosslin and Associates, PC, Certified Public Accountants. This report has been filed as part of the public records of the State of Tennessee.

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

The notes to the financial statements did not include or included incomplete or unclear disclosure regarding the formal action necessary to *modify or rescind* a fund balance commitment. Please refer to the *Codification of Governmental Accounting and Financial Reporting Standards*, Section 1800, for disclosure requirements.

The financial report did not include sufficient detail and/or proper names of certain revenues for the state street aid fund (e.g., "petroleum special", "gas 1989", "gas 3 cent", etc. – see revenue source captions on the municipality's 2012 state shared revenues confirmation) as required by the Audit Manual.

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

Sincerely

Timothy M. Hardy, CPA, CFE  
Division of Local Government Audit.

City of White House  
September 20, 2013  
Page 2 of 2

xc: Crosslin and Associates, PC  
Certified Public Accountants  
3803 Bedford Avenue, Suite 103  
Nashville, TN 37215