

CITY OF WHITE HOUSE
Agenda
Board of Mayor and Alderman Meeting
November 20, 2014
7:00 p.m.

1. Call to Order by the Mayor
2. Prayer by community pastor
3. Pledge by Alderman
4. Roll Call
5. Adoption of the Agenda
6. Approval of Minutes of the October 16, 2014 meeting
7. Welcome Visitors
8. Public Hearings
 - a. None
9. Communication from Mayor, Aldermen, and City Administrator
10. Acknowledge Reports

| | | |
|-----------------------|-----------------------|------------------------------|
| A. General Government | E. Fire | I. Library/Museum |
| B. Finance | F. Public Services | J. Municipal Court |
| C. Human Resources | G. Planning & Codes | K. Monthly Financial Summary |
| D. Police | H. Parks & Recreation | |
11. Consideration of the Following Resolutions:
 - a. None
12. Consideration of the Following Ordinances:
 - a. **Ordinance 14-25:** An ordinance amending the Municipal Code Title 1, Chapter 7 Treasurer, amending section 1-704. *First Reading.*
 - b. **Ordinance 14-26:** An ordinance amending the Municipal Code Title 10, Chapter 1 In General and Chapter 2 Dogs. *First Reading.*
 - c. **Ordinance 14-27:** An ordinance amending the Municipal Code Title 8, amending Chapter 1 Intoxicating Liquors and adding Chapter 3 Package Liquor Stores. *First Reading.*
 - d. **Ordinance 14-28:** An ordinance to establish Title 20 Stormwater, and to declare this ordinance's relevance to section 4-105 of Article 4 of the Zoning Ordinance, and renumber the current Title 20 Miscellaneous as Title 21. *First Reading.*
 - e. **Ordinance 14-29:** An ordinance amending the Municipal Code Title 14, Chapter 1 Municipal Planning Commission, amending section 14-101. *First Reading.*

13. Purchasing

- a. To approve or reject the City Administrator entering into a Communications Tower Use Agreement between Robertson County, City of Springfield, City of White House, and Greer Communications. The City Administrator, Police Chief, and Fire Chief recommends approval.
- b. To approve or reject the City Administrator entering into an agreement with Greer Communications, Inc. for access and use of digital radio network. The City Administrator, Police Chief, and Fire Chief recommends approval.
- c. To approve or reject a contract between the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives and the White House Inn Library and Museum. The grant will provide White House Inn Library with \$1,180.00 to purchase necessary software for newly installed computers, a new fax machine, receipt printer, and bar code scanner needed once the new library opens. The Library Director recommends approval.
- d. To consider rejecting the bid from Cleary Construction that was awarded on August 21, 2014, for the Meadows Area Sanitary Sewer System Improvement Project, and approve rebidding this project. The Public Services Director recommends approval.
- e. To approve or reject Great Southern Recreation's proposal of \$250,000.00 for Splash Pad Phase 1. The Parks and Recreation Director recommends approval.

14. Other Business

- a. To approve or reject appointing Jason Barnes as the Interim Finance Director. The City Administrator recommends approval.

15. Discussion Items

- a. None

16. Other Information

- a. MPO Active Transportation Program Grant Awards

17. Adjournment

CITY OF WHITE HOUSE
Board of Mayor and Alderman Meeting
Minutes
October 16, 2014
7:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 7:00 pm.

2. Prayer by community pastor

Special guest Reverend Phillip Wright from White House First United Methodist Church led the prayer.

3. Pledge by Alderman

The pledge to the American Flag was led by Mayor Arnold.

4. Roll Call

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

5. Adoption of the Agenda

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

6. Approval of Minutes of the September 18, 2014 meeting

Motion was made by Ald. Hutson, second by Ald. Paltzik to approve the minutes. A voice vote was called for with all members voting aye. **September 18, 2014 minutes were approved.**

7. Approval of Minutes of the September 25, 2014 meeting

Motion was made by Ald. Hutson, second by Ald. Paltzik to approve the minutes. A voice vote was called for with all members voting aye. **September 25, 2014 minutes were approved.**

8. Welcome Visitors

Mayor Arnold welcomed all visitors.

Ms. Charlotte Nash Byrdfeather and Ms. Carolyn Carter from the White House Community Initiative for the Arts presented a painting, created by Ms. Carter, of the Veterans Memorial to Mayor Arnold.

Police Chief Kevin Arnold from the Tennessee Chiefs of Police was present and recognized the White House Police Department for achieving Tennessee Law Enforcement Accreditation. Out of over 600 departments statewide only 30 have achieved this accreditation.

9. Public Hearings

- a. **Ordinance 14-24:** An ordinance amending the Municipal Code Title 7, Chapter 2 Fire Code, deleting section 7-209. *Second Reading.*

Mr. Don Bean owner of Just Be Fit in White House supports the deleting of section 7-209 (automatic sprinkler system requirements). He stated that he believes that the International Building Code meets or exceeds anything the City needs for building regulations.

10. Communication from Mayor, Aldermen, and City Administrator

Ald. Hutson stated that the Harvest Moon was a good event and something that we can grow on in the future.

Ald. Bibb thanked everyone for the visits, cards and encouragement following his surgery in September.

Ald. Decker stated that Mr. and Mrs. Jimmy Johnson are exceptional citizens and we appreciate the hard work they do for the City.

Mayor Arnold congratulated the White House Community Initiative of the Arts on the excellent work they are doing for our community.

City Administrator Gerald Herman announced that the rain over the last two weeks has slowed down all of our construction projects.

City Administrator Gerald Herman reported that the sewer project for the homes on the side streets off Meadows that was approved by us for construction is still pending TDEC approval.

City Administrator Gerald Herman stated that the Sage Road sewer extension is running a little behind schedule due to the rock table that has required blasting.

City Administrator Gerald Herman passed out a handout that shows that our Highway 31W Sidewalk/Bike Lane Phase 2 project scored 3rd. The grant recipients will be announced at the November Metropolitan Planning Organization.

City Administrator Gerald Herman announced that Saturday, October 25th, at 9:00 a.m. there will be a ribbon cutting at City Park for the City Park Trail renovations.

City Administrator Gerald Herman stated that on Thursday, October 30th, at 6:00 p.m. we will be hosting our Annual Trail of Treats near the White House High School trailhead.

11. Acknowledge Reports

- | | | |
|-----------------------|-----------------------|------------------------------|
| A. General Government | E. Fire | I. Library/Museum |
| B. Finance | F. Public Services | J. Municipal Court |
| C. Human Resources | G. Planning & Codes | K. Monthly Financial Summary |
| D. Police | H. Parks & Recreation | |

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

12. Consideration of the Following Resolutions:

- a. None

13. Consideration of the Following Ordinances:

- b. **Ordinance 14-24:** An ordinance amending the Municipal Code Title 7, Chapter 2 Fire Code, deleting section 7-209. *Second Reading.*

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

Mayor Arnold - aye. Motion was approved. **Ordinance 14-24 was approved on Second Reading.**

14. Purchasing

- a. To approve or reject removing from the asset list two 2005 Ford Crown Victoria vehicles and selling on GovDeals (VIN#: 2FAFP71WX5X139679 and 2FAFP71W85X144279). The Police Chief recommends approval.

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

- b. To approve or reject the purchase of a LaneLight Crosswalk System for \$24,999.00 from the U.S. Communities Government Purchasing Alliance purchasing contract (Traffic and Parking Control Co., Inc. (TAPCO) in Brown Deer, WI). The Public Works Director recommends approval.

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

- c. To approve or reject Scott & Ritter, Inc.'s Change Order #1 in the amount of \$10,196.41 for the Sage Road Sanitary Sewer Improvement Project. The Public Services Director recommends approval.

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

- d. To approve or reject authorizing the paving of the driveway of Hillcrest Municipal Cemetery for \$18,796.50 by Sessions Paving Company in Nashville, TN. The Parks and Recreation Director recommends approval.

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

15. Other Business

- a. None

16. Discussion Items

- a. None

17. Other Information

- a. None

18. Adjournment

Meeting was adjourned at 7:27 pm.

ATTEST:

Michael Arnold, Mayor

Kerry Harville, City Recorder

REPORTS....

**General Government Department
October 2014**

Administration

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

- October 06: White House Community Initiative of the Arts
- October 07:
 - Cemetery Board
 - Middle Tennessee Mayor's Caucus
- October 08:
 - White House Library Construction Meeting
 - Miracle on Main Street Meeting
- October 14:
 - Ribbon Cutting: Carson-New Weigh Weight Loss, LLC
 - Planning Commission Meeting
- October 15: Metropolitan Planning Organization Executive Board Meetings
- October 16:
 - Piedmont Gas Meeting
 - Board of Mayor and Aldermen Study Session
 - Board of Mayor and Aldermen Meeting
- October 20: Board of Mayor and Aldermen Study Session
- October 21:
 - Robertson County Industry Roundtable
 - White House Chamber of Commerce Luncheon
- October 22: White House Library Construction Meeting
- October 23:
 - Splash Pad Vendor Presentations
 - Ribbon Cutting: His Word Books & Gifts
- October 29-31: TCMA Conference

Performance Measurements

Finance Update

The Administration Department's goal is to keep each budgetary area's expenditures at or under the approved budget as set by the Board of Mayor and Aldermen by the end of fiscal year 2014-2015.

| Budget | Budgeted Amount | Expended/ Encumbered* | % Over (↑) or Under (↓) (Anticipated expenditures by this point in the year) |
|------------------------|-----------------|-----------------------|---|
| General Fund | \$12,795,795 | \$6,874,400 | ↑ 20.39% |
| Cemetery Fund | \$42,426 | \$33,412 | ↑ 45.43% |
| Debt Services | \$769,119 | \$1,753 | ↓ 33.10% |
| Healthcare | \$68,500 | \$18,156 | ↓ 6.83% |
| Impact Fees | \$165,835 | \$113,540 | ↑ 35.14% |
| Industrial Development | \$50,300 | \$3,688 | ↓ 26.00% |
| Parks Sales Tax | \$133,284 | \$0 | ↓ 33.00% |
| Police Drug Fund | \$6,833 | \$2,363 | ↑ 1.25% |
| Solid Waste | \$1,057,598 | \$378,081 | ↑ 2.42% |
| State Street Aid | \$263,000 | \$164,369 | ↑ 29.17% |
| Stormwater Fund | \$3,500 | \$0 | ↓ 33.33% |
| Wastewater | \$9,075,983 | \$4,228,333 | ↑ 13.26% |

*Expended/Encumbered amounts reflect charges from July 1, 2014 – June 30, 2015.

**General Government Department
October 2014**

Purchasing

The Purchasing Specialist's goal is to have an error rate of less than 10% on purchase orders submitted for processing. The October 2014 error rate was 5.4%.

Total Purchase Orders

| | FY 2015 | FY 2014 |
|--------------|------------|--------------|
| July | 231 | 212 |
| August | 170 | 140 |
| September | 107 | 142 |
| October | 149 | 152 |
| November | | 110 |
| December | | 110 |
| January | | 119 |
| February | | 132 |
| March | | 154 |
| April | | 157 |
| May | | 149 |
| June | | 156 |
| Total | 657 | 1,733 |

Purchase Order Errors by Department

| | Oct. 2014 | FY 2015* |
|--------------|-----------|-----------|
| Admin. | 1 | 2 |
| Bldg. Maint. | 0 | 2 |
| Cemetery | 0 | 0 |
| Codes | 0 | 0 |
| Court | 0 | 0 |
| Finance | 0 | 1 |
| Fire | 2 | 5 |
| HR | 0 | 0 |
| Library | 0 | 3 |
| Parks | 1 | 5 |
| Police | 1 | 1 |
| Public Works | 1 | 8 |
| Sanitation | 0 | 0 |
| Wastewater | 2 | 4 |
| Total | 8 | 31 |

*Errors by department started being tracked in August 2014.

| Purchase Orders by Dollars | Oct. 2014 | FY 2015 | FY 2014 | Total for FY15 | Total for FY14 |
|---------------------------------|------------|------------|--------------|-----------------------|-----------------------|
| Purchase Orders \$0-\$1,999 | 131 | 532 | 1,517 | \$385,972.81 | \$529,278.93 |
| Purchase Orders \$2,000-\$9,999 | 8 | 72 | 154 | \$308,325.23 | \$551,768.46 |
| Purchase Orders over \$10,000 | 10 | 53 | 62 | \$8,845,313.47 | \$6,221,273.04 |
| Total | 149 | 657 | 1,733 | \$9,539,611.51 | \$7,302,320.43 |

Website Management

The Administration Department's goal is to maintain or exceed the total number of page visits from the previous fiscal year.

| | 2014- 2015 Update Requests | 2013 - 2014 Update Requests | 2012 - 2013 Update Requests | 2014- 2015 Page Visits | 2013 - 2014 Page Visits | 2012 - 2013 Page Visits |
|--------------|----------------------------|-----------------------------|-----------------------------|------------------------|-------------------------|-------------------------|
| July | 102 | 162 | 31 | 562,455 | 250,487 | 85,214 |
| August | 83 | 186 | 49 | 265,548 | 468,840 | 63,924 |
| September | 107 | 126 | 32 | 352,406 | 262,563 | 82,694 |
| October | 93 | 86 | 24 | 328,241 | 296,397 | 113,317 |
| November | | 92 | 21 | | 282,249 | 121,011 |
| December | | 137 | 22 | | 279,207 | 98,573 |
| January | | 126 | 51 | | 555,161 | 98,082 |
| February | | 137 | 45 | | 426,376 | 96,253 |
| March | | 127 | 22 | | 1,191,691 | 118,982 |
| April | | 95 | 45 | | 262,646 | 170,040 |
| May | | 81 | 212 | | 238,690 | 223,064 |
| June | | 67 | 117 | | 610,113 | 193,101 |
| Total | 385 | 1,355 | 554 | 1,508,650 | 5,124,420 | 1,366,173 |

**General Government Department
October 2014**

Facebook Management

The Administration Department's goal is to exceed the total number of Facebook posts communicated to the community from the previous fiscal year.

| | 2014 - 2015 New Likes | 2013 - 2014 New Likes | 2012 - 2013 New Likes | 2014 - 2015 # of Posts | 2013 - 2014 # of Posts | 2012 - 2013 # of Posts |
|------------------|--------------------------|--------------------------|--------------------------|---------------------------|---------------------------|---------------------------|
| July | 29 | 34 | 19 | 49 | 14 | 5 |
| August | 23 | 25 | 13 | 30 | 22 | 3 |
| September | 26 | 10 | 14 | 37 | 11 | 4 |
| October | 57 | 7 | 17 | 47 | 18 | 4 |
| November | | 21 | 18 | | 10 | 10 |
| December | | 97 | 17 | | 17 | 6 |
| January | | 36 | 9 | | 15 | 3 |
| February | | 33 | 15 | | 27 | 2 |
| March | | 16 | 10 | | 25 | 2 |
| April | | 20 | 7 | | 22 | 3 |
| May | | 21 | 6 | | 19 | 3 |
| June | | 40 | 15 | | 19 | 18 |
| Total | 135 | 320 | 306 | 163 | 200 | 59 |

Twitter Management

The Administration Department's goal is to exceed the total number of tweets communicated to the community from the previous fiscal year.

| | 2014 - 2015 Total Followers | 2013 - 2014 Total Followers | 2012 - 2013 Total Followers | 2014 - 2015 # of Tweets | 2013 - 2014 # of Tweets | 2012 - 2013 # of Tweets |
|------------------|--------------------------------|--------------------------------|--------------------------------|----------------------------|----------------------------|----------------------------|
| July | 418 | 294 | 223 | 42 | 14 | 5 |
| August | 422 | 314 | 227 | 30 | 22 | 1 |
| September | 432 | 322 | 237 | 32 | 11 | 2 |
| October | 439 | 322 | 237 | 33 | 18 | 4 |
| November | | 322 | 239 | | 10 | 10 |
| December | | 337 | 245 | | 17 | 6 |
| January | | 346 | 260 | | 10 | 3 |
| February | | 361 | 262 | | 20 | 2 |
| March | | 370 | 267 | | 25 | 2 |
| April | | 385 | 277 | | 21 | 3 |
| May | | 464 | 284 | | 15 | 3 |
| June | | 410 | 275 | | 19 | 18 |
| Total | N/A | N/A | N/A | 137 | 162 | 59 |

**General Government Department
October 2014**

Building Maintenance Projects

The Building Maintenance Department's goal is to establish priorities for maintenance and improvement projects.

Special Maintenance Projects

- Administration window installation

| | 2014 - 2015 Work Order Requests | 2013 - 2014 Work Order Requests |
|------------------|--|--|
| July | 25 | N/A |
| August | 10 | N/A |
| September | 19 | N/A |
| October | 27 | N/A |
| November | | N/A |
| December | | 8 |
| January | | 19 |
| February | | 33 |
| March | | 15 |
| April | | 15 |
| May | | 31 |
| June | | 20 |
| Total | 81 | 141 |

*In December 2013 work orders requests started to be tracked.

**Finance Department
October 2014**

Finance Section

The Utility Billing Specialist along with the Accounting Specialist attended the TGFOA Fall Conference in Murfreesboro, TN. Some of the subjects covered were Pension Accounting for TCRS members, U.S. and Tennessee Economic Outlook, Labor and Employment Law Update, Federal Legislative update. There were several vendors set up at the conference that allowed the finance associates to do some networking.

Performance Measures

Fund Balance – The City will strive to maintain a fund balance of at least 20% of Operating Revenues.

| Operating Fund | Budgeted Operating Revenue | Fund Balance Goal | Current Month Fund Balance | Current Fund Balance Performance |
|----------------|----------------------------|-------------------|----------------------------|----------------------------------|
| General | 10,895,975 | 2,179,195 | 6,336,517 | 58% |

The Finance Department's goal is to meet or exceed each fund's total revenues as proposed in the approved budget as set by the Board of Mayor and Aldermen by the end of the fiscal year 2014-2015.

| Operating Fund | FY2015 Est. Revenues | Realized* | % Over (↑) or Under (↓) (Anticipated revenues realized by this point in the year) |
|------------------------|----------------------|--------------|---|
| General Fund | \$ 10,895,975 | \$ 2,052,497 | ↓14.50% |
| Cemetery Fund | \$ 27,450 | \$ 16,757 | ↑27.71% |
| Debt Services | \$ 809,250 | \$ 14,204 | ↓31.58% |
| Healthcare | \$ 47,290 | \$ 14,522 | ↓2.62% |
| Impact Fees | \$ 8,250 | \$ 8,947 | ↑75.12% |
| Industrial Development | \$ 47,080 | \$ 22,442 | ↑14.33% |
| Park Sales Tax | \$ 78,280 | \$ 27,766 | ↑2.14% |
| Police Drug Fund | \$ 8,515 | \$ 1,534 | ↓15.32% |
| Solid Waste | \$ 804,832 | \$ 260,140 | ↓1.01% |
| State Street Aid | \$ 274,371 | \$ 93,535 | ↑0.76% |
| Stormwater Fund | \$ 50,250 | \$ - | ↓33.33% |
| Wastewater | \$ 7,736,258 | \$ 1,858,249 | ↓9.31% |

*Realized amounts reflect revenues realized from July 1, 2014—October 31, 2014

Payroll Activity – The goal is to have a 0% error rate when dealing with employee payroll, current month issues with employee records yield a 0% error rate.

| Number of Payrolls | Number of Checks and Direct Deposits | Number of adjustments or errors | Number of Void Checks |
|------------------------|---------------------------------------|---------------------------------|-----------------------|
| 2 regular 0 special | 1 paper checks 204 direct deposits | 0 Retro adjustments | 0 Voids |

**Finance Department
October 2014**

Accounts Payable

| | Oct. 2014 | Sept. 2014 | Aug. 2014 | July 2014 |
|---|----------------------|-----------------------|----------------------|----------------------|
| Total Invoices Processed | 387 | 373 | 322 | 337 |
| ERROR RATE | 8% | 9% | 9% | 9% |
| Total Invoice Errors: | 30 | 32 | 29 | 30 |
| Receipts Missing | 10 | 5 | 9 | 10 |
| Invoices Not Coded | 7 | 13 | 8 | 15 |
| Incorrect Coding, Freight Not On PO, etc. | 13 | 14 | 12 | 5 |

Business License Activity

| | Oct. 2014 | YTD FY 2015 | FY 2014 Total | FY 2013 Total | FY 2012 Total | FY 2011 Total |
|---------------|----------------------|------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Opened | 7 | 40 | 74 | 80 | 52 | 55 |
| Closed | 0 | 2 | 13 | 140* | 6 | 3 |

*129 businesses deemed uncollectable in October 2012

Wastewater Billing

| | October 2014 | October 2013 | October 2012 | October 2011 | October 2010 |
|-----------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| New Connections | 9 | 8 | 7 | 0 | 2 |
| Late Payments | 1,017 | 1,233 | 1,143 | 996 | 1,088 |
| Disconnect for non-payment | 43 | 38 | n/a | n/a | n/a |

n/a – prior to 2013 the Finance department was not processing payments, and data is not available.

**Municipal Court
October 2014**

Revenues

Citations

Total Collected for Month \$13,821.20
Total Collected YTD \$49,322.85

State Fines

Total Collected for Month \$1,589.23
Total Collected YTD \$5,314.70

Total Revenue for Month \$15,410.43
Total Revenue YTD \$54,637.55

Disbursements

Litigation Tax \$1,006.97
DOS / DOH Fines & Fees \$608.00
DOS Title & Registration \$275.50
Restitution / Refunds \$0.00
TBI-Expungement / Fees \$0.00
Worthless Checks \$0.00

Total Disbursements for Month \$1,890.47
Total Disbursements YTD \$8,074.86

Adjusted Revenue for Month \$13,519.96
Total Adjusted Revenue YTD \$46,562.69

Drug Fund Donations for Month \$593.75
Drug Fund Donations YTD \$1,330.00

| Case Disposition | Oct 2014 | Sept 2014 | Aug 2014 |
|--|-----------------|------------------|-----------------|
| Ticket Paid in Full – Prior to Court | 81 | 109 | 92 |
| Guilty as Charged | 12 | 14 | 16 |
| Dismissal | 14 | 14 | 14 |
| Dismissed upon presentation of insurance | 52 | 43 | 47 |
| Not Guilty | 0 | 0 | 0 |
| Dismissed to Traffic School | 17 | 0 | 22 |
| Dismissed with Costs and Fines | 46 | 29 | 36 |
| Dismissed with Costs | 26 | 19 | 19 |
| Dismissed with Fine | 0 | 0 | 1 |
| Case Transferred to County | 0 | 0 | 0 |
| Dismissed with Public Service | 0 | 0 | 0 |
| Total | 248 | 228 | 247 |

**Human Resources Department
October 2014**

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

- October 01: Chamber of Commerce Ambassador Quarterly Meeting
- October 08: Miracle on Main Street Committee Meeting
- October 15: Discover White House Committee Meeting
- October 16: Police Detective Interviews
- October 21: Chamber of Commerce Luncheon
- October 23: Supervisors' Drug Free Workplace Training Class
His Word Books & Gifts Ribbon Cutting
- October 28: Safety Committee Meeting

Injuries Goal: To maintain a three-year average of less than 10 injuries per year.

| | 2014 - 2015 | 2013- 2014 | 2012- 2013 | 2011 - 2012 |
|--------------|-------------|------------|------------|-------------|
| July | 0 | 2 | 0 | 0 |
| August | 0 | 0 | 1 | 2 |
| September | 3 | 1 | 1 | 0 |
| October | 0 | 1 | 0 | 1 |
| November | | 0 | 1 | 1 |
| December | | 0 | 2 | 0 |
| January | | 1 | 2 | 0 |
| February | | 1 | 0 | 0 |
| March | | 0 | 0 | 0 |
| April | | 2 | 2 | 3 |
| May | | 1 | 2 | 0 |
| June | | 0 | 1 | 0 |
| Total | 3 | 9 | 12 | 7 |

Property/Vehicle Damages Goal: To maintain a three-year average of less than 10 incidents per year.

| | 2014 - 2015 | 2013- 2014 | 2012- 2013 | 2011 - 2012 | 2010- 2011 |
|--------------|-------------|------------|------------|-------------|------------|
| July | 0 | 2 | 0 | 0 | |
| August | 0 | 0 | 1 | 0 | |
| September | 0 | 1 | 0 | 0 | |
| October | 1 | 2 | 1 | 1 | |
| November | | 0 | 1 | 0 | |
| December | | 1 | 1 | 2 | |
| January | | | 2 | 0 | 0 |
| February | | | 2 | 0 | 3 |
| March | | | 0 | 1 | 0 |
| April | | | 2 | 1 | 1 |
| May | | | 0 | 0 | 0 |
| June | | | 2 | 0 | 0 |
| Total | 1 | 14 | 6 | 6 | 7 |

**Human Resources Department
October 2014**

Full-Time Turnover Goal: To reduce the three-year average from 12.66% to 12.00%.

| | 2014 - 2015 | | 2013 - 2014 | | 2012 - 2013 | | 2011 - 2012 | |
|--------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|---------------|
| | Number | Percentage | Number | Percentage | Number | Percentage | Number | Percentage |
| July | 0 | 0.00% | 1 | 1.16% | 1 | 1.12% | 4 | 4.60% |
| August | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 1 | 1.15% |
| September | 1 | 1.10% | 0 | 0.00% | 1 | 1.12% | 0 | 0.00% |
| October | 1 | 1.10% | 1 | 1.16% | 1 | 1.12% | 1 | 1.15% |
| November | | | 2 | 2.33% | 1 | 1.12% | 2 | 2.30% |
| December | | | 1 | 1.16% | 0 | 0.00% | 0 | 0.00% |
| January | | | 0 | 0.00% | 1 | 1.12% | 3 | 3.45% |
| February | | | 0 | 0.00% | 1 | 1.12% | 2 | 2.30% |
| March | | | 0 | 0.00% | 0 | 0.00% | 1 | 1.15% |
| April | | | 0 | 0.00% | 0 | 0.00% | 2 | 2.30% |
| May | | | 1 | 1.19% | 2 | 2.25% | 2 | 2.30% |
| June | | | 0 | 0.00% | 0 | 0.00% | 1 | 1.15% |
| Total | 2 | 2.20% | 6 | 7.14% | 8 | 8.99% | 19 | 21.84% |

Employee Disciplinary Goal: To maintain a three-year average of less than 10 incidents per year.

| | 2014 - 2015 | 2013- 2014 | 2012- 2013 |
|--------------|-------------|----------------|------------|
| July | 0 | 0 | |
| August | 1 (D) | 0 | |
| September | 1 (T) | 1 (S) | |
| October | 0 | 1 (T) | |
| November | | 1 (S) 1 (T) | |
| December | | 0 | |
| January | | 0 | 2 (S) |
| February | | 0 | 0 |
| March | | 0 | 1 (T) |
| April | | 0 | 0 |
| May | | 0 | 1 (S) |
| June | | 0 | 0 |
| Total | 2 | 4 | 4 |

(T) - Termination (S) - Suspension (D) - Demotion

**Police Department
October 2014**

Highlights

At the White House Board of Mayor and Alderman meeting on October 16th, the White House Police Department was presented a Certificate of Meritorious Accreditation. The certification is given by the Tennessee Law Enforcement Accreditation Program. The accreditation is recognized for a period of three years at which time another audit will be completed.



**CHIEF PAT BRADY, ACCRED. MGR., SUSAN JOHNSON AND SMYRNA'S CHIEF, KEVIN
ARNOLD**

Meetings/Civic Organizations

- ***Chief Brady attended the following meetings in October:*** Department Head Meeting (Oct. 6th and Oct. 20th), 911 User Group Meeting (Oct. 8th), Harvest Moon Festival (Oct. 11th), Robertson County Chief's Meeting (Oct. 14), Detective Interviews (Oct. 16th), Board of Mayor and Alderman Meeting (Oct. 16th), Public Forum (Security) Heritage High School (Oct. 20th), 911 Board Meeting (Oct. 21st), Drug Task Force Meeting (Oct. 22nd), Building Security Demo (Oct. 15th), International Association of Chiefs of Police (IACP) Conference – Orlando, FL (Oct. 24th – Oct. 28th), and Command Staff Meeting (Oct. 29th).

Police Department Administration Performance Measurements

1. ***Achieve accreditation from the Tennessee Law Enforcement Accreditation program by July 31, 2014.*** 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. All 152 Accreditation standards are approved. The White House Police Department is accredited. See above Highlights.
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.

**Police Department
October 2014**

| Month | Admin Training Hours | Patrol Training Hours | Support Services Training Hours | Total Training Hours |
|--------------------|----------------------|-----------------------|---------------------------------|----------------------|
| January | 0 | 0 | 0 | 0 |
| February | 0 | 80 | 0 | 80 |
| March | 0 | 32 | 40 | 72 |
| April | 0 | 159 | 0 | 159 |
| May | 0 | 44 | 0 | 44 |
| June | 0 | 80 | 0 | 80 |
| July | 0 | 44 | 30 | 74 |
| August | 12 | 162 | 0 | 174 |
| September | 0 | 144 | 27 | 171 |
| October | 9 | 96 | 0 | 105 |
| Grand Total | 21 | 841 | 97 | 959 |

Patrol Division Performance Measurements

1. *Maintain or reduce the number of patrol shifts staffed by only two officers at the two year average of 243 shifts during the Fiscal Year 2014-2015. (There are 730 Patrol Shifts each year.)*

| Number of Officers on Shift | October 2014 | FY 2014-2015 |
|------------------------------|--------------|--------------|
| Two (2) Officers per Shift | 8 | 14 |
| Three (3) Officers per Shift | 54 | 233 |

2. *Acquire and place into service two Police Patrol Vehicles.* The two new vehicles were ordered on September 22nd. It will take approximately 10 weeks to receive them. They will need to be striped and some equipment (radios, laptop stands, etc.) installed. We are hoping to have them on the road by the end of December.
3. *Conduct two underage alcohol compliance checks during the Fiscal Year 2014-2015.* The White House Police Department will conduct a Fall Compliance Check. Compliance letters should be delivered the 2nd week in November.
4. *Maintain or reduce TBI Group A offenses at the three-year average of 71 per 1,000 population during the calendar year of 2014.*

| Group A Offenses | October 2014 | Per 1,000 Pop. | Total 2014 | Per 1,000 Pop. |
|-------------------------------|--------------|----------------|------------|----------------|
| <i>Serious Crime Reported</i> | | | | |
| Crimes Against Persons | 11 | 1 | 121 | 11 |
| Crimes Against Property | 38 | 4 | 313 | 29 |
| Crimes Against Society | 4 | <1 | 97 | 9 |
| Total | 53 | 5 | 531 | 49 |
| Arrests | 38 | | 282 | |

**U.S. Census Estimate 2013 – 10,752*

Police Department

October 2014

5. *Maintain a traffic collision rate at or below the three-year average of 309 collisions by selective traffic enforcement and education through the Governor's Highway Safety Program during calendar year 2014.*

| | October 2014 | TOTAL 2014 |
|------------------------------|--------------|------------|
| Traffic Crashes Reported | 26 | 268 |
| Enforce Traffic Laws: | | |
| Written Citations | 236 | 2,776 |
| Written Warnings | 111 | 1,552 |
| Verbal Warnings | 340 | 4,3339 |

6. *Maintain an injury to collision ratio of not more than the three-year average of 18% by selective traffic enforcement and education during the calendar year 2014.*

| COLLISION RATIO | | | | |
|-----------------|------------|----------|---------------|--------------|
| <u>2014</u> | COLLISIONS | INJURIES | MONTHLY RATIO | YEAR TO DATE |
| October | 26 | 1 | 3% | 12% |

Staffing

- We still have two Police Officer positions available at the Police Department. Backgrounds have ceased due to the five candidates either dropping out or not qualified. We are currently advertising for new applicants.
- **K-9:** Ofc. Jason Ghee and Nike attended their monthly training.

Sumner County Emergency Response Team: ERT had monthly training on October 17th.

Volunteer Reserve Officers: In October, the Reserves certified in CPR. They will be doing First Aid the first of November. The Reserves helped with Traffic Detail at Trail of Treats.

Support Services Performance Measurements

1. *Maintain or exceed a Group A crime clearance rate at the three-year average of 71% during calendar year 2014.*

| 2014 CLEARANCE RATE | | |
|---------------------|------------------|--------------|
| Month | Group A Offenses | Year to Date |
| October | 78% | 81% |

Communications Section

| | October | Total 2014 |
|-------------------|---------|------------|
| Calls for Service | 1,170 | 13,923 |
| Alarm Calls | 29 | 287 |

**Police Department
October 2014**

Request for Reports

| | October 2014 | FY 2014-2015 |
|----------------------|---------------------|-------------------------|
| Requests for Reports | 23 | 86 |
| Amount taken in | \$18.00 | \$61.25 |
| Tow Bills | \$0.00 | \$270.00 |
| Emailed at no charge | 25 | 102 |
| Storage Fees | \$0.00 | \$0.00 |

Governor's Highway Safety Office (GHSO): The GHSO meeting was held in Mt. Juliet on October 29th. We received three Flashlights.

Volunteer Police Explorers: The Explorers helped with parking lot traffic at the Trail of Treats.

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

Crime Prevention/Community Relations Performance Measurements

- Teach D.A.R.E Classes (10 Week Program) to two public elementary schools and one private by the end of each school year.**
On Monday, October 20th, the 2014 D.A.R.E program commenced at the Heritage Elementary School. DARE Instructor, Captain Mingledorff, will teach the ten week program to seven classes, totaling 168 5th graders. Graduation is scheduled for December.
- Plan and coordinate Public Safety Awareness Day on Labor Day as an annual event.** This year's event was held on Monday, September 1, 2014. *Complete.*
- Plan, recruit, and coordinate a Citizen's Police Academy as an annual event. Completed.** The next class is scheduled for February 2015.
- Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.**

- Wheels In Motion:** On October 24th and 30th the Wheels In Motions program was held at H.B. Williams Elementary School, White House Heritage Elementary School and Christian Community School. One bicycle and helmet was presented by the White House Rotary Club and Captain Mingledorff at each school.

H.B. Williams and Christian Community (Oct. 24th) – 1 bike and helmet each
Heritage Elementary: 1 Bike and helmet (Oct. 30th)

- Captain StreetSmart Bike Safety Day:** Captain Mingledorff and Sgt. Dan Hunter presented a bicycle safety course to 150 pre-school children at Christian Community School on Wednesday, October 22nd.

Special Events: *WHPD Officers participated in the following events during September:*
White House High School Football Security Detail: Oct. 10th, 17th, & 24th.
White House Heritage High School Football Security Detail: Oct. 17th & 24th.
White House Trail of Treats Traffic and Security Detail: Oct. 30th.

Upcoming Event:
Nothing at this time.

| 2014 Participation in Joint Community Events | | |
|---|---------------------|---------------------|
| | October 2014 | Year to Date |
| Community Activities | 7 | 36 |

**Fire Department
October 2014**

Summary of Month's Activities

Fire Operations

The Department responded to 77 requests for service during the month with 50 responses being medical emergencies. The Department responded to 2 vehicle accidents with reported injuries with one patient transported to the hospital. One being a single car crash on I-65 and the other accident involved two semi-trucks and a SUV that was sandwiched between the semis all four of the occupants of the SUV denied transport to the hospital.

October 2nd 3:42 pm– The Department responded to a fuel spill on I-65, upon arrival approximately 80 gallons of diesel had leaked from a semi-truck. Oil dry was used to contain the spill until a hazard materials remediation company could complete the cleanup of the area. There were no injuries reported with this incident.

October 8th 12:15am – The Department responded to a reported structure on Hwy 31W when fire units arrived there was light smoke in the residence. There was damage in the living room to the carpet, TV, and cable TV wiring and after conducting an investigation to confirm there was no fire in other areas of the structure it was evident lightning had struck the residence. During this same time fire units responded to Portland Rd. to remove a tree from the roadway as a result of the storms.

October 13th 4:07am – The Department was dispatched to a fire alarm at Best Western with smoke in a mechanical room. When fire units arrived on scene the building had been evacuated, the fire crew located the cause of the alarm in the mechanical room. A recirculating water pump had overheated and caught fire and tripped the fire alarm. There was light smoke in the room and the only property damage reported was to the water pump.

Fire Administration

October 8th – Chief Palmer attended a Child Fatality training seminar at the Davidson County Health Department in Nashville.

October 14th – Asst. Chief Sisk conducted a Hazard Communications training class for city employees at fire station 2.

October 16th – Chief Palmer, Asst. Chief Sisk, and career firefighters participated in an earthquake drill at station 2.

October 20th -23rd – Six Career Firefighters completed their second week of Aerial Driver Operator class at the State Fire Academy and are State Certified Aerial Operators.

October 21st – Chief Palmer and Asst. Chief Sisk attended the Robertson County 911 meeting at the 911 Center in Springfield.

October 21st – Chief Palmer and Asst. Chief Sisk attended a Kinder Morgan gas transmission line emergency response class at the gas compressor station in Portland.

October 23rd – Chief Palmer attended the Drug Free Workplace supervisor training class at the Workforce Essentials office in Springfield.

October 28th– Chief Palmer and Asst. Chief Sisk attended and chaired the monthly Safety Committee Meeting at fire station 2.

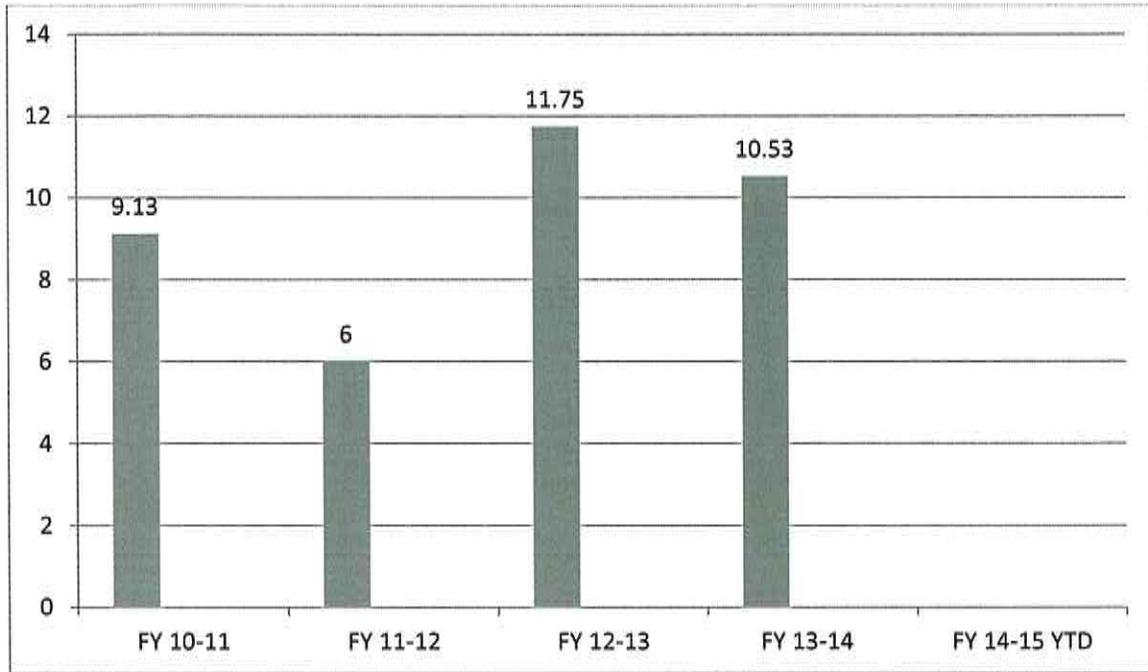
October 28th -31st – Chief Palmer and Asst. Chief Sisk attended training classes at the Tennessee Fire Safety Inspectors conference in Murfreesboro.

**Fire Department
October 2014**

Monthly Performance Indicators

Personnel Responding to Structure Fires

The Department goal in this area would be to exceed our current four year average of 9.3 firefighters for each structure fire response.



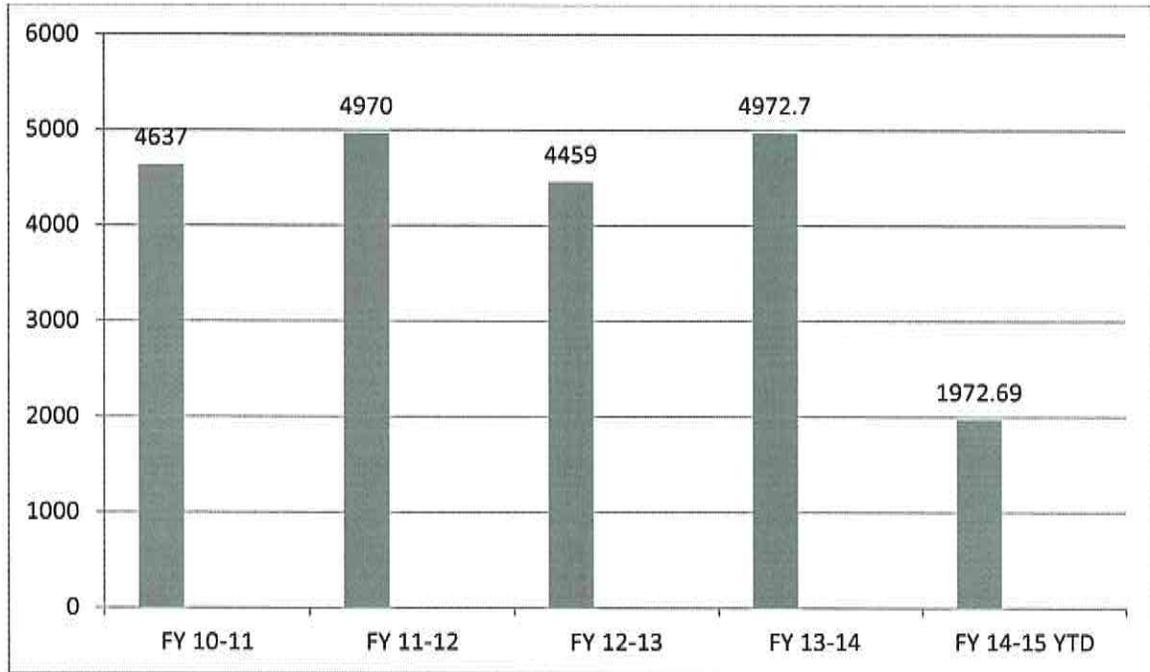
Incident Responses

| | | | |
|-----------------------------|----|------------------------------------|-----|
| Structure Fires | 0 | Vehicle Accidents(general cleanup) | 3 |
| Other Fires | 0 | Vehicle Accidents(With injuries) | 2 |
| Vehicle Fires | 0 | Rescue | 0 |
| Grass, Brush, Trash, Fires | 0 | False Alarms/Calls | 11 |
| Hazmat | 1 | Assist other Governmental Agency | 0 |
| Other Calls | 10 | Total Responses for the Month | 77 |
| Emergency Medical Responses | 50 | Total Responses Year to Date | 342 |

**Fire Department
October 2014**

Fire Fighter Training

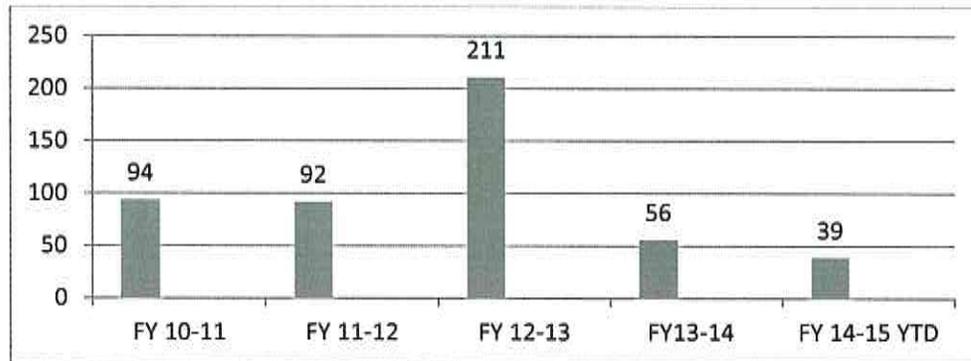
The Department goal is to complete the annual firefighter training of 240 hours for career and 48 hours for Part-time and Volunteer Firefighters for a total of 4176 hours per year.



| | | | |
|--|--------|---------------------------------------|---------|
| Total Training Man-hours for the Month | 577.61 | Total Training Man-hours Year to Date | 1972.69 |
|--|--------|---------------------------------------|---------|

Fire Inspection

It is part of our fire prevention goals to complete a fire inspection at each business annually. Currently in our data base there are 387 businesses in the city including commercial and industrial facilities.

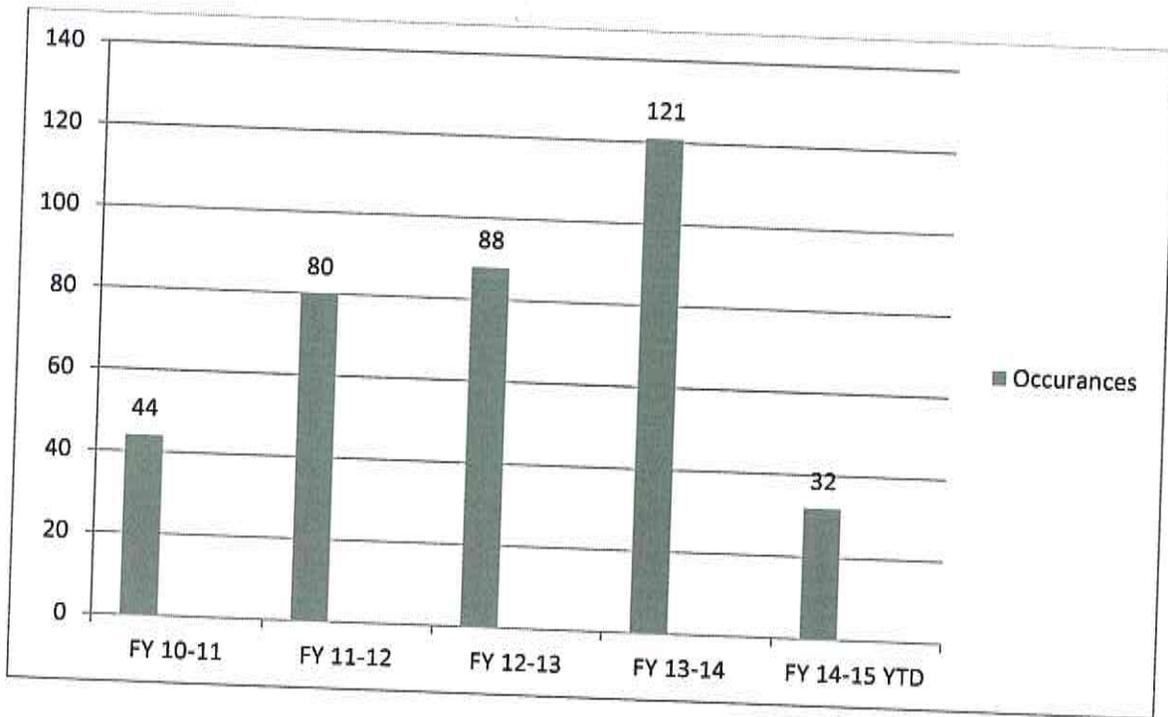
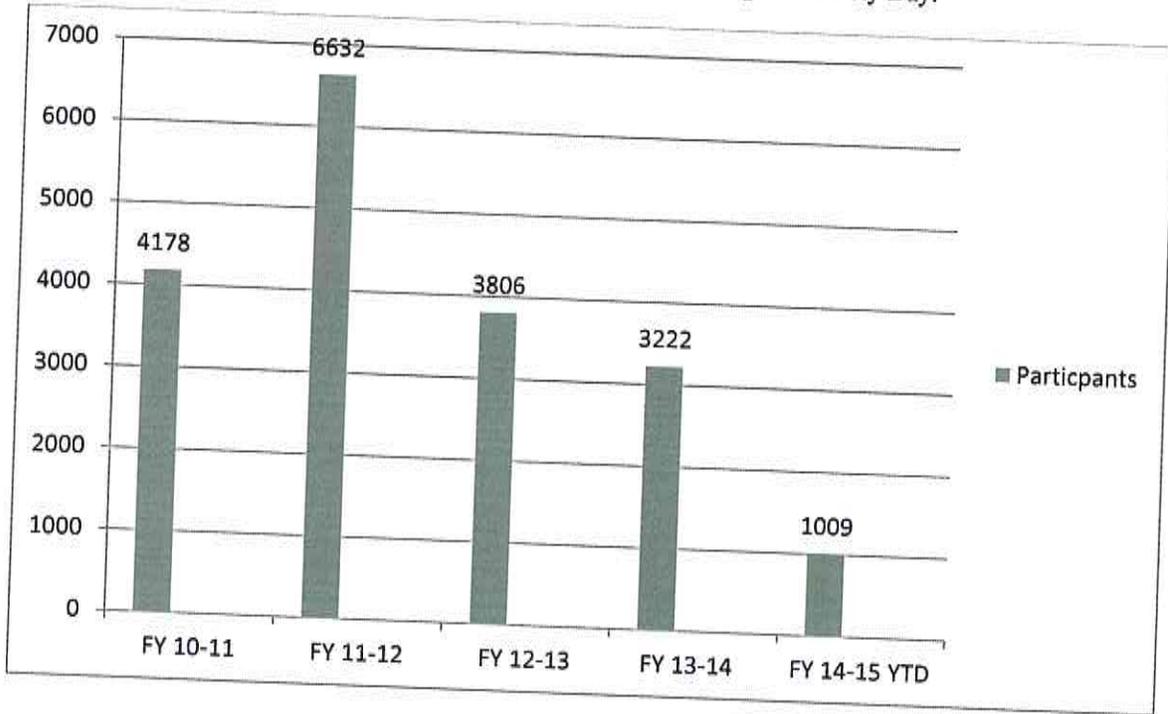


| | | | | | | | |
|---------------------|----|--------------|----|---------------------|---|--------------|----|
| Fire Inspections | 14 | Year to Date | 39 | Plat / Plan Reviews | 1 | Year to Date | 12 |
| Fire Investigations | 0 | Year to Date | 1 | Fire Preplans | 0 | Year to Date | 0 |

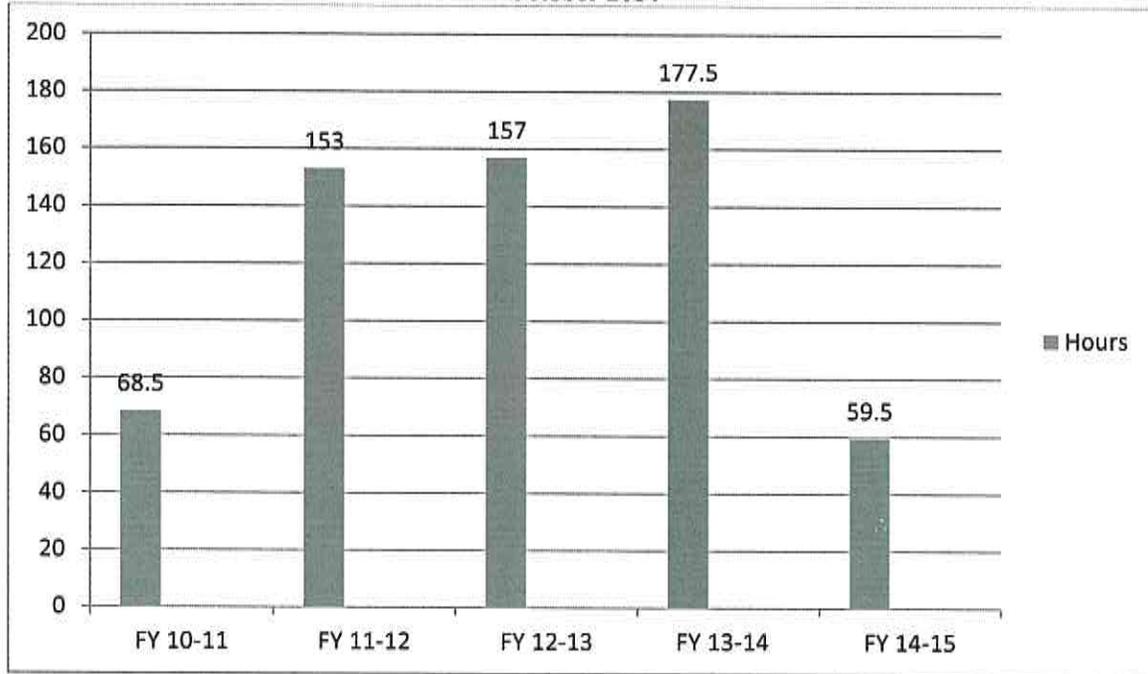
**Fire Department
October 2014**

Public Fire Education

It is a Department goal to exceed our last three years averages in Participates (4553) Occurrences (96) and Contact Hours (163). The following programs are being utilized at this time; Risk Watch taught to all first grade students, Career Day, Station tours, Fire Extinguisher training, and Safety Day.



**Fire Department
October 2014**



| | | | |
|---------------------------|------|------------------------------------|------|
| Participants | 501 | Education Hours | 13.5 |
| Participants Year to Date | 1009 | Education Hours Year to Date | 59.5 |
| Number of Occurrences | 14 | Number of Occurrences Year to Date | 32 |

**Public Services Department - Public Works Division
October 2014**

Staffing: The public works department is authorized 7 full time employees.

1. (1) PW Supervisor;
2. (2) Full-time truck drivers;
3. (3) Full-time maintenance workers;
4. (1) Full-time PW crew leader.

| <u>Total Hours Worked</u> | <u>FY 10/11</u> | <u>FY 11/12</u> | <u>FY 12/13</u> | <u>FY 13/14</u> | <u>Sept-14</u> | <u>Oct-14</u> | <u>YTD 14/15</u> |
|---------------------------|-----------------|-----------------|-----------------|-----------------|----------------|---------------|------------------|
| Sanitation | 9,912 | 8,930 | 5,975 | 3,138 | 282 | 235 | 1,146 |
| Street | 3,502 | 3,539 | 3,765 | 4,485 | 565 | 350 | 1,715 |
| Facility Maintenance | 143 | 100 | 124 | 839 | 94 | 218 | 573 |
| Fleet Maintenance | 394 | 147 | 445 | 857 | 74 | 123 | 401 |
| Meeting/Training | 241 | 135 | 332 | 653 | 28 | 19 | 125 |
| Leave | 1,311 | 915 | 1,005 | 1022 | 113 | 165 | 416 |
| Holiday | 1,040 | 1,040 | 650 | 730 | 70 | 70 | 200 |
| Overtime | 0 | 0 | 70 | 166 | 4 | 0 | 60 |
| Administrative | 0 | 0 | 0 | 496 | 34 | 87 | 238 |

Brush, Leaves & Litter Control Program:

The goal of the brush and leave collection and litter control program is to maintain an efficient collection service for the residents. In the past, residents have not been satisfied with the level of service that the department was providing. I believe that part of this perception is a function of the quantity of material placed out for collection. At this point, the City's ordinance does not restrict the volume of material left at the curb for pickup. The City only operates one (1) truck and the driver is dedicated to this task and will only perform other job duties if there's no yard waste to collect. Additionally, the City allows residents to drop off yard waste at the public works yard and we receive a tremendous quantity of yard waste from this program as well.

| <u>Sanitation</u> | <u>FY 10/11</u> | <u>FY 11/12</u> | <u>FY 12/13</u> | <u>FY 13/14</u> | <u>Sept-14</u> | <u>Oct-14</u> | <u>YTD 14/15</u> |
|------------------------|-----------------|-----------------|-----------------|-----------------|----------------|---------------|------------------|
| Brush Collection Stops | 3,841 | 2,970 | 2,787 | 5,394 | 591 | 500 | 2,284 |
| Brush Truck Loads | 422 | 468 | 302 | 644 | 45 | 39 | 204 |
| Leaves Pickup Bags | N/A | N/A | 519 | 4,324 | 273 | 85 | 662 |
| Brush/Leaves Hours | N/A | N/A | 585 | 2,119 | 158 | 145 | 624 |
| Litter Pickup Bags | 960 | 0 | 168 | 535 | 36 | 29 | 122 |
| Litter Pickup Hours | N/A | N/A | 443 | 829 | 104 | 100 | 389 |

Sanitation Collection:

The goal for the curbside garbage and recycling collection program is *to maintain an error rate of less than 1%*. The October 2014 work order report shows that staff made 33 requests on the WI web portal system, of which only 10 were due to missed service calls and the rest were container delivery and/or pickup. Considering that we have over 3,800 cans in service for garbage and 3,680 cans in service for recycling, we are operating with less than 1% error rate.

| <u>Solid Waste</u> | <u>FY 10/11</u> | <u>FY 11/12</u> | <u>FY 12/13</u> | <u>FY 13/14</u> | <u>Sept-14</u> | <u>Oct-14</u> | <u>YTD 14/15</u> |
|--------------------|-----------------|-----------------|-----------------|-----------------|----------------|---------------|------------------|
| Tons | 3,590 | 3,634 | 3,458 | 3,315 | 288 | 255 | 1,020 |
| Disposal Fee | \$88,187.52 | \$88,325.03 | \$85,077.60 | \$82,869.34 | \$7,064.26 | \$6,347.85 | \$25,354.27 |

**Public Services Department - Public Works Division
October 2014**

| SW Accounting | FY 10/11 | FY 11/12 | FY 12/13 | FY 13/14 | Sept-14 | Oct-14 | YTD 14/15 |
|---------------|--------------|--------------|--------------|--------------|-------------|-------------|--------------|
| Units Billed | 43,655 | 44,485 | 44,244 | 44,953.00 | 3,795 | 3,786 | 15,187.00 |
| Receivables | \$676,350.00 | \$683,625.00 | \$690,098.50 | \$692,727.50 | \$66,041.58 | \$66,004.20 | \$263,950.46 |
| Revenue | \$634,738.25 | \$654,858.69 | \$684,487.53 | \$705,287.91 | \$65,711.86 | \$64,987.81 | \$251,609.18 |

Citizen Solid Waste Drop-off Program:

The goal for the citizen drop-off program is to provide an effective means for residents to dispose of bulky wastes (furniture, washer appliances, clutter, etc.) or other wastes that normally wouldn't fit into their curbside container. We provide a dumpster for garbage and a dumpster for *metal recycling*. We encourage the residents to separate their items to maximize our recycling efforts. The BMA has made it a policy to allow residents two (2) free dumps per year. Anything above that number a resident would be charged \$50.00.

| SW Drop-Off | FY 10/11 | FY 11/12 | FY 12/13 | FY 13/14 | Sept-14 | Oct-14 | YTD 14/15 |
|--------------|-------------|-------------|-------------|-------------|----------|------------|------------|
| Participants | 660 | 715 | 809 | 525 | 75 | 35 | 236 |
| Tons | 119 | 168 | 141 | 168 | 7 | 16 | 47 |
| Disposal Fee | \$14,654.62 | \$16,513.14 | \$15,473.00 | \$16,913.54 | \$737.14 | \$1,156.88 | \$4,560.61 |

Recycling Program:

The goal for the recycling program is to achieve an overall recycling rate of 25%. At present we are recycling approximately 16% of our solid waste stream. I will add cardboard recycling containers to the drop-off program during the upcoming bid process as a means to increase our diversion rate of recyclable materials from the solid waste stream. The total volume of recyclables collected curbside during the month was approximately 41 tons of material which is a savings of about \$1,825.00 in avoided landfill tipping fees. In addition, the recyclable material revenue for the month was approximately \$353.35. This is a net gain of \$2,177.08.

| Recycling | FY 10/11 | FY 11/12 | FY 12/13 | FY 13/14 | Sept-14 | Oct-14 | YTD 14/15 |
|-----------------------------|------------|------------|-------------|------------|----------|----------|------------|
| Curbside Tons | 253 | 244 | 393 | 456 | 41 | 59 | 125 |
| Recycling Rate | 7% | 7% | 13% | 14.3% | 16.6% | 18.6% | 17.3% |
| Fee (old program) | \$5,081.27 | \$6,736.13 | - | - | - | - | - |
| Revenue (curbside) | - | - | \$4,749.94 | \$3,469.56 | \$353.35 | \$562.45 | \$1,041.43 |
| <i>Metal (dropoff) Tons</i> | 23 | 11 | 62 | 42 | 0 | 3 | 9 |
| Metal Revenue | \$4,819.75 | \$3,167.45 | \$10,555.50 | \$6,240.40 | \$0 | \$523.20 | \$1,217.40 |

Stormwater Improvement Projects:

The goal is to maintain the existing drainage infrastructure through culvert replacement, ditch cleaning and dry basin mowing. This department responds to citizen drainage complaints and, as such, we list the requested projects on the City's website. Additionally, we maintain the curbed lanes, intersections, center turn lanes and bike path along 31W with our street sweeping program.

| Stormwater | FY 10/11 | FY 11/12 | FY 12/13 | FY 13/14 | Sept-14 | Oct-14 | YTD 14/15 |
|----------------------|----------|----------|----------|----------|---------|--------|-----------|
| Drainage Requests | 1 | 3 | 27 | 17 | 5 | 2 | 12 |
| Drainage Work (feet) | 620 | 58 | 1,457 | 2,513 | 700 | 750 | 1,872 |
| Drainage Man Hours | N/A | N/A | 891 | 1261 | 345 | 237 | 886 |
| Debris Removed Loads | N/A | N/A | 75 | 57 | 12 | 3 | 36 |
| Sweeping Man Hours | 0 | 0 | 0 | 272 | 53 | 15 | 173 |

**Public Services Department - Public Works Division
October 2014**

1. **Fire Station Hwy 76 –**

Staff completed the drainage project between the park entrance and the fire station building. As you recall, there was an open ditch between the TDOT outfall and the rear entrance to the fire station parking lot. We installed about 70' of 36" ADS pipe, removed the TDOT headwall and then connected the two pipes together. After the pipe was set and sealed, a catch basin was formed and poured to allow for runoff from the park area and the fire station driveway. Staff used several loads of fill dirt to level the surrounding area to grade and groomed, seeded and straw the new catchment area. Additionally, we recycled the TDOT winged headwall by putting it at the discharge end of the drainage system. Before the installation, the pipe was exposed and rip-rapped. We now have a "cleaner" look.

2. **Valley View Drive –**

Staff had installed pipe along Valley View and one of the residents called and said that water was standing on her property. Staff located the low spot and formed and poured a catch basin at that point to allow for local runoff drainage along Valley View Drive where the new underground drainage had been established. We re-graded, seeded and placed straw around the area.

3. **Hobbs Area –**

As a part of the sewer project, I've asked staff to relocate the mailboxes, add topsoil where necessary, seed and straw the areas to eliminate the mail truck need to go off the edge of our new asphalt. Staff removed the old Cul-de-Sac on top of hill on Hobbs Drive and put in new topsoil, seed and straw as part of this program.

Road Work Program:

The goal for this program is to maintain the City's right-of-ways and drive lanes so they're free from hazards.

1. Curb - repair concrete curbs/sidewalks;
2. Shoulder – maintain shoulders with rock;
3. Potholes – repair asphalt such as base failures and pothole patching;
4. Potholes – man hours associated with potholes/asphalt work;
5. Mowing - medians, right-of-ways, and City owned property;
6. R-O-W - tree trimming and roadside vegetative management (weed spraying);
7. Signs – repair, replace and/or install signs within the City limits;
8. Salt – winter weather road clearing and salting.

| Road Work | FY 10/11 | FY 11/12 | FY 12/13 | FY 13/14 | Sept-14 | Oct-14 | YTD 14/15 |
|-----------------|----------|----------|----------|----------|---------|--------|-----------|
| Curb Repair | 3 | 0 | 1 | 1 | 0 | 0 | 0 |
| Shoulder LF | 0 | 0 | 788 | 3,331 | 0 | 100 | 100 |
| Shoulder Hours | 0 | 0 | 0 | 88 | 0 | 43 | 45 |
| Potholes | 336 | 168 | 125 | 202 | 11 | 0 | 30 |
| Pothole Hours | N/A | N/A | N/A | 600 | 53 | 0 | 238 |
| Mowing Hours | 0 | 0 | 101 | 446 | 10 | 15 | 99 |
| R-O-W Hours | N/A | N/A | N/A | 12 | 8 | 27 | 67 |
| Signs | 225 | 119 | 153 | 106 | 3 | 4 | 14 |
| Sign Work Hours | N/A | N/A | N/A | 219 | 19 | 13 | 70 |
| Salt Tons | 20 | 55 | 4 | 79 | 0 | 0 | 0 |
| Salt Hours | N/A | N/A | N/A | 159 | 0 | 0 | 0 |

Public Works Special Projects:

The goal is to be reactive to special requests that are made from time to time either from the City Administrator or other departments. No Special Projects during October.

Public Services Department - Wastewater Division
October 2014

Collection System Activities

Hobbs Project:

John T Hall Construction is working on final restoration and the inspectors punch list. The rain we had during the month was good in the fact that the cover material settled quite a bit in some areas. Hall will be able to address those areas now instead of next spring.

Sage Road Lift Station Project:

Scott & Ritter have the wetwell installed and it has passed the hydro test which is used for leak detection. The pumps, panel, generator and the CEMC electrical service are now installed. Start-up is scheduled for November 3rd, 2014.

Line "A" is complete except for tying in service laterals, which will be done as soon as the station is on line. Vacuum and pressure testing has been completed and the mandrel test will be completed after the 30 day wait time has elapsed.

Line "B" Alternate 2 – The blasting was successful and the B line is almost complete. At the end of the month we had about 800 feet left to install. This is the trunk line for Lowe's Millworks and the large apartment complex on Sage Rd. and any future development in that area.

The installation quantities are as follows:

1. 0' of 8" SDR 26 main line;
2. 0' of 8" SDR 35 main line;
3. **3 manholes (3 standard frames and grates);**
4. 0 service connections;
5. 0 grinder removals;
6. 0 6" service laterals;
7. **10' of 12" SDR 26 main line;**
8. **738' of 12" SDR 35 main line;**
9. 3 property repair days
10. 5 rain days

Tennessee 811 is the underground utility notification center for Tennessee and is not a goal driven task:

This is a service to provide utility locations to residents or commercial contractors. The 811 call system is designed to mitigate the damage to underground utilities, which each year public and private utilities spend millions of dollars in repair costs. TN 811 receives information from callers who are digging, processes it using a sophisticated software mapping system, and notifies underground utility operators that may have utilities in the area. The owners of the utilities then send personnel to locate and mark their utilities.

| <u>Line Marking</u> | <u>FY 10/11</u> | <u>FY 11/12</u> | <u>FY 12/13</u> | <u>FY 13/14</u> | | <u>Sep-14</u> | <u>Oct-14</u> | <u>YTD</u> |
|---------------------|-----------------|-----------------|-----------------|-----------------|--|---------------|---------------|------------|
| Tennessee 811 | 1,496 | 948 | 866 | 1,306 | | 144 | 166 | 542 |

SCADA (Supervisory Control And Data Acquisition) Alarm Response Goal:

Our goal is to reduce the number of responses through an ongoing, proactive maintenance program at the major lift stations. However, there are uncontrollable factors that create an alarm condition; such as high water levels due to large rain events, loss of vacuum, power outages and/or loss of phase. These types of alarms notify us that a problem exists. A service technician can access the SCADA system from any location via a smart device and acknowledge the alarm. The new SCADA system that we're currently in the process of installing at every lift station will allow the technician to remotely operate the components at the station.

**Public Services Department - Wastewater Division
October 2014**

| <u>Lift Station Location</u> | <u>FY 10/11</u> | <u>FY 11/12</u> | <u>FY 12/13</u> | <u>FY 13/14</u> | <u>Sep-14</u> | <u>Oct-14</u> | <u>YTD</u> |
|------------------------------|-----------------|-----------------|-----------------|-----------------|---------------|---------------|------------|
| North Palmers Chapel | 2301 | 1483 | 1736 | 3,559 | 129 | 109 | 407 |
| Calista Road | 3652 | 985 | 1058 | 2,014 | 193 | 122 | 363 |
| Wilkinson Lane | 131 | 417 | 231 | 219 | 50 | 43 | 99 |
| Portland Road | 98 | 13 | 25 | 36 | 0 | 0 | 7 |
| Cope's Crossing | 0 | 109 | 445 | 208 | 14 | 8 | 55 |
| Union Road | 0 | 16 | 149 | 93 | 1 | 10 | 35 |
| Meadowlark Drive | 61 | 32 | 40 | | 0 | 33 | 33 |
| Highway 76 | 41 | 20 | 9 | 6 | 0 | 0 | 2 |
| Cambria Drive | 31 | 32 | 16 | 9 | 0 | 0 | 0 |
| Treatment Plant | 694 | 439 | 359 | 333 | 11 | 32 | 117 |

Work Order Maintenance Response Goal:

The primary goal of the wastewater department is to provide fast, efficient and effective service to the City's approximately 4,009 utility customers. Dispatched and managed through *our GIS Cloud-Based work order system*, staff responds to sewer related calls on a 24/7 basis. Our secondary goal is to manage the over 2,800 mini-lift stations (grinder pumps) in our system using a proactive, programmatic approach. This is done by periodic scheduled maintenance. Additionally, the system has not been completely changed out from the prior two (2) generations of pumps. Thus, the large number of "change-outs" (C/O) that are listed below. Some of these change-outs can also be attributed to customer negligence (throwing foreign materials down the toilet). When abuse is the contributing factor, I will charge back the cost of the pumps, panels and service costs to the customer. Another area of concentration is converting the positive displacement (PD) pumps that were installed in a centrifugal pump application. These *PD to Centrifugal Converts* can be found primarily in the commercial sector.

| <u>F Work Orders</u> | <u>FY 10/11</u> | <u>FY 11/12</u> | <u>FY 12/13</u> | <u>FY 13/14</u> | <u>Sep-14</u> | <u>Oct-14</u> | <u>YTD</u> |
|--------------------------------|-----------------|-----------------|-----------------|-----------------|---------------|---------------|------------|
| "Grinder Project" | | 144 | 229 | 3 | 0 | 0 | 0 |
| PD to Centrifugal Converts | | | | 4 | 1 | 0 | 5 |
| 2000 to Extreme C/O | 0 | 0 | 85 | 86 | 15 | 5 | 42 |
| 2000 to 2000 C/O | 0 | 271 | 19 | 13 | 4 | 0 | 4 |
| Extreme to 2000 C/O | 0 | 0 | 33 | 14 | 0 | 7 | 12 |
| Extreme to Extreme C/O | 0 | 0 | 157 | 110 | 15 | 14 | 54 |
| Centrifugal to Centrifugal C/O | | | | | 1 | 2 | 3 |

**Public Services Department - Wastewater Division
October 2014**

| | | | | | | | | |
|----------------------------------|-----|-----|-----|-----|--|----|----|-----|
| 2000 Conversions | 0 | 159 | 26 | 3 | | 0 | 0 | 0 |
| Extreme Converts | 0 | 0 | 43 | 83 | | 5 | 9 | 37 |
| Low Pressure Service Request | 682 | 554 | 977 | 750 | | 71 | 73 | 334 |
| Vacuum System Service Request | 94 | 96 | 127 | 102 | | 3 | 7 | 26 |
| Gravity Service Request | NEW | | | | | | 5 | 5 |
| Inspection for New Service | 0 | 0 | 0 | 27 | | 2 | 1 | 17 |
| Final Inspection for New Service | 0 | 0 | 0 | 47 | | 5 | 2 | 24 |
| Sanitary Sewer Overflow (SSO) | 0 | 0 | 4 | 2 | | 0 | 0 | 1 |
| Odor Complaints | 0 | 0 | 0 | 11 | | 2 | 1 | 7 |

System Repairs Goal:

The goal is to minimize failures with the major lift stations and the mainline gravity, low and high pressure force mains and the air vacuum systems. We've been training key personnel over the last two (2) years on the proper operation and maintenance of the major lift stations. This program has been very successful in reducing the number of station failures. Some of our lift stations are either at or near their useful life. Therefore, we will continue to encounter equipment failures until the stations are replaced.

The mainline and service line repairs are mitigated in a large part by the 811 line marking program. However, we do encounter residents or contractors that dig without notifying the 811 call center. Therefore, we have to make repairs, and if the line break was due to negligence, I will send the responsible party a repair bill. In some cases, the breaks are due to weather or age.

| <u>Repairs</u> | <u>09/10</u> | <u>10/11</u> | <u>11/12</u> | <u>12/13</u> | <u>13/14</u> | | <u>Sep-14</u> | <u>Oct-14</u> | <u>YTD</u> |
|-----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|--|----------------------|----------------------|-------------------|
| Major Lift Stations | 23 | 12 | 5 | 5 | 18 | | 0 | 4 | 16 |
| Mainline | 17 | 0 | 1 | 7 | 18 | | 0 | 1 | 5 |
| Service Line | 89 | 82 | 52 | 65 | 136 | | 6 | 4 | 21 |

Major Lift Stations Repairs:

WILKINSON LANE:

We have decided to put off moving the control panel until the FY 2015/16 budget year. The VAPEX unit has been relocated to protect it against H2S corrosion.

HERITAGE HIGH SCHOOL:

The SCADA has been installed and is working properly.

**Public Services Department - Wastewater Division
October 2014**

CALISTA:

The new vertical turbine sewerage pump had been installed. We have decided to install Variable Frequency Drive (VFD) units at the Calista Rd lift station. The VFD's will allow the pumps to operate within the design curves without changing the impellers. This will also allow for more flow as needed by simply increasing the speed of the motor. Matt is now changing the oil on a regular interval of 500 hours. We are awaiting a seal for one of the sewerage pumps which Matt and Brandon will replace upon arrival.

MEADOWLARK:

A new pressure transducer (water level indicator) has been installed and we are waiting for Grundfos to reset the wetwell level settings. Changes to the instrumentation settings can be done remotely by the Grundfos engineers from their location in LA.

Wastewater Treatment Plant Goal:

The primary goal for the treatment plant is to provide an effluent quality that meets or exceeds the TDEC required limits as set forth in our NPDES permit. This is measured by a violation occurrence that must be notated on the monthly report. The secondary goal is to provide a high level operation and maintenance program to ensure the plant runs as designed. This plant was built in 2001 and has been experiencing mechanical failures on components that operate 24/7.

| | <u>Aug - 2014</u> | <u>Sep - 2014</u> | <u>Oct - 2014</u> | |
|--------------------------------|-------------------|-------------------|-------------------|--------------------------|
| Flow | 0.560 MGD | 0.457 MGD | 0.451 MGD | |
| Capacity | 1.40 MGD | 1.40 MGD | 1.40 MGD | |
| % of Plant Throughput | 40.0% | 32.6% | 32.0% | (0.451 MGD) / (1.40 MGD) |
| Actual Capacity | 1.12 MGD | 1.12 MGD | 1.12 MGD | (1.4 MGD x 80%) |
| % of Allocated Capacity | 50.0% | 40.8% | 40.3% | (0.451 MGD) / (1.12 MGD) |
| Rainfall | 4.96" | 1.18" | 12.31" | |

| <u>Effluent</u> | <u>FY 09/10</u> | <u>FY 10/11</u> | <u>FY 11/12</u> | <u>FY 12/13</u> | <u>FY13/14</u> | <u>Sep-14</u> | <u>Oct - 14</u> | <u>YTD</u> |
|-------------------|-----------------|-----------------|-----------------|-----------------|----------------|---------------|-----------------|------------|
| Violations | | | 4 | 6 | 2 | 0 | 0 | 0 |

1. **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 increased the feeding rate twenty (20) gallons per day at the Union Road lift station and twenty (20) gallons per day at the Old Tyree lift station due to higher than normal H2S release. It may be coming from the grinders we installed on Dawn Court when we changed them over from the vacuum system.

2. **Oxidation Ditch:**

The oxidation ditch is now running on all orbals and is producing a clean effluent and good levels of dissolved oxygen. The #4 gearbox has failed and is still out for repair.

3. **UV System:**

The Trojan Ultra-Violet (UV) system main controller *has failed* and we have it on a bypass system. The chamber continues to have problems due to increased algae levels. We have turned the UV System off in order to see the truest results possible from the Peracetic Acid.

We have received the approval from TDEC to go ahead with the 90-day Peracetic acid trial which began the last week of March.

We've submitted a request to TDEC to use PAA as our method of disinfection and are awaiting a response.

PAA is being used while we await final approval and the feed rate is now operating at a constant 1.3 parts per million (ppm) which is still well below the expected usage levels.

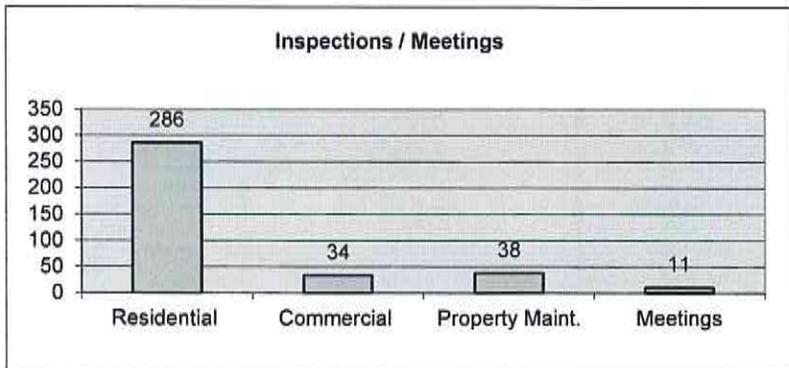
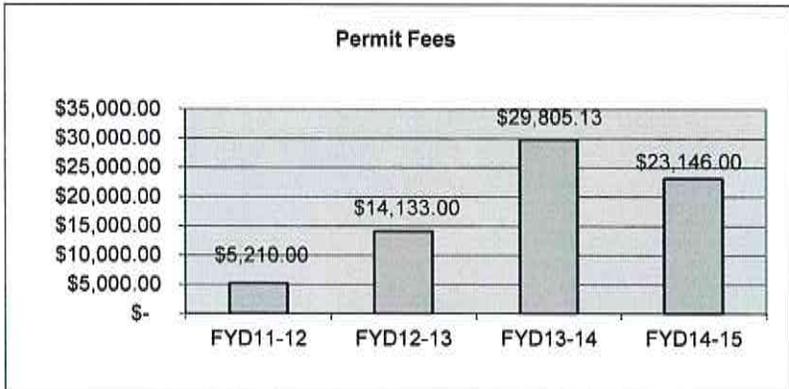
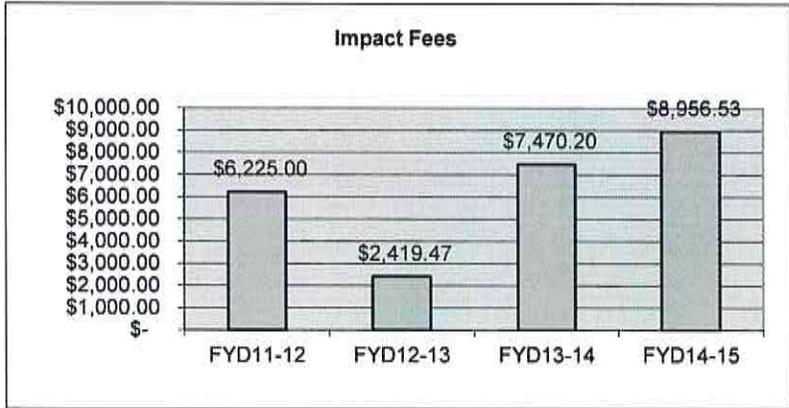
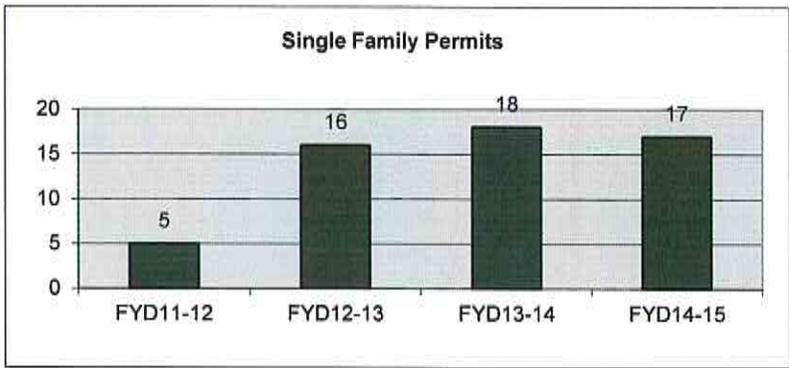
Public Services Department - Wastewater Division
October 2014

Thus far, the “kill” rate for E. Coli has been much better than expected as well.

Our TDEC permit states in part that, “The concentration of the E. Coli group after disinfection shall not exceed 126 cfu per 100 ml.” Additionally, our daily maximum concentration limit is 941/100ml.

Our testing for September was less than 20/100ml.

**Planning and Codes Department
October 2014**



**Planning and Codes Department
October 2014**

| | Month | FY 14-15 | FY 13-14 | FY 12-13 | FY 11-12 |
|---|-------------------|--------------------|--------------------|--------------------|--------------------|
| MEETING AGENDA ITEMS# | | | | | |
| Planning Commission | 2 | 14 | 16 | 16 | 19 |
| Construction Appeals | 0 | 0 | 0 | 0 | 0 |
| Zoning Appeals | 2 | 4 | 5 | 3 | 4 |
| Training/Study Session | 0 | 1 | 0 | 0 | 0 |
| Property Maintenance | 0 | 0 | 0 | 0 | 0 |
| PERMITS | | | | | |
| Single Family Residential | 9 | 17 | 18 | 16 | 5 |
| Multi-Family Residential | 1 | 1 | 51 | 2 | 0 |
| Other Residential | 21 | 64 | 66 | 64 | 41 |
| New Commercial | 3 | 6 | 1 | 0 | 0 |
| New Industrial | 0 | 0 | 0 | 0 | 0 |
| Other Com/Ind | 8 | 20 | 7 | 16 | 2 |
| State Electrical | 49 | 207 | 170 | 133 | 116 |
| Sign | 0 | 4 | 2 | 2 | 4 |
| Occupancy Permits | 10 | 37 | 17 | 30 | 38 |
| Commercial Certificate of Occupancy- | | | | | |
| Sally's Beauty -301 Richard Wilkes Rd. | | | | | |
| | | | | | |
| | | | | | |
| Other | 0 | 0 | 12 | 2 | 1 |
| BUILDING INSPECTIONS | | | | | |
| Residential | 286 | 413 | 215 | 134 | 137 |
| Hours | 36 | 84.58 | 67.92 | 43.67 | 40 |
| Commercial /Industrial | 34 | 113 | 60 | 95 | 56 |
| Hours | 13.67 | 48.17 | 25.33 | 44 | 18.83 |
| CODE ENFORCEMENT | | | | | |
| Total Cases | 38 | 157 | 239 | 330 | 414 |
| Hours | 5.5 | 24.99 | 29.17 | 33.92 | 39.5 |
| Complaints Received | 19 | 39 | 43.09 | 44.17 | 54.33 |
| MEETINGS | | | | | |
| Administration | 3 | 9 | 10 | 10 | 16 |
| Hours | 4.33 | 25.83 | 14.7 | 20.42 | 23.17 |
| Planning | 1 | 8 | 10 | 13 | 29 |
| Hours | 0.5 | 9.8 | 39.25 | 11.25 | 23.75 |
| Codes | 7 | 11 | 24 | 18 | 14 |
| Hours | 6.25 | 10.58 | 18.83 | 7.84 | 10 |
| FEEES | | | | | |
| Permit Fees | \$9,271.00 | \$ 23,146.00 | \$ 29,805.13 | \$ 14,133.00 | \$ 5,210.00 |
| Board Review Fees | \$4,004.50 | \$ 5,254.50 | \$ 1,275.00 | \$ 300.00 | \$ 1,675.00 |
| City Impact Fee | \$5,487.79 | \$ 8,956.53 | \$ 7,470.20 | \$ 2,419.47 | \$ 6,225.00 |
| Roads | \$3,346.28 | \$ 5,629.35 | \$ 2,142.05 | \$ 861.65 | \$ 1,905.00 |
| Parks | \$748.40 | \$ 1,025.60 | \$ 1,962.30 | \$ 643.00 | \$ 1,980.00 |
| Police | \$839.12 | \$ 1,384.32 | \$ 2,024.82 | \$ 551.15 | \$ 1,410.00 |
| Fire | \$553.99 | \$ 917.26 | \$ 1,340.83 | \$ 363.67 | \$ 930.00 |
| OTHER ITEMS | | | | | |
| Subdivision Lots | 0 | 0 | 0 | 6 | 0 |
| Commercial/Ind. Sq Ft | 7,444 | 12,442 | 0 | 3,423 | 0 |
| Multi-Family Units | 16 | 16 | 51 | 0 | 0 |
| Other | N/A | 0 | 0 | 0 | 0 |
| Subdivision Bonds: 10 | \$630,790.00 | \$ 630,790.00 | \$ 693,270.00 | \$ 974,300.00 | \$ 974,300.00 |
| Builders Bonds | 43,366.43 | \$ 43,366.43 | \$ 42,866.43 | \$ 44,866.43 | \$ 67,997.95 |
| Workings Days in Month | 17 | 17 | 19 | 18 | 16 |

Parks, Recreation, & Cultural Arts Department
October 2014

Summary of Month's Activities

RTP Trail Project

On October 25th, the City of White House Parks and Recreation Department celebrated the re-opening of the newly renovated recreational trail at the Municipal Park. This project was funded in part by a \$90,000 RTP grant from the State of Tennessee. Total project cost was approximately \$242,000. The renovated trail has been completely repaved and slopes have been corrected for compliance with ADA regulations and greater enjoyment by pedestrians and cyclists. The trail was re-routed to increase user safety by providing a more logical road crossing beside Field 7, and connectivity to the Municipal Park walkway system running through the quad ball field complex. In addition, the trail was connected to Indian Ridge subdivision and pavilion 4 by means of a new sidewalk. At approximately 1 mile long, the trail is fully connected to the city's greenway system.

The Splash Pad review committee met twice this month. The first meeting was held on October 1st to go over the 2 proposals we received from Great Southern Recreation and Mid-South Recreation / Langley and Taylor. Formal presentations from the companies were heard on October 23rd. We are in the process of finalizing the negotiations, with plans to have the recommendation to the BMA for approval in December. The site work will be bid out as a separate contract. Site work to be done includes grading, erosion control, sidewalks, paved parking, providing water/sewer/electrical connections, landscaping, etc. A pre-bid meeting will be held at 2:00pm on November 12th at the site. Bids will be opened for this portion of the project at 2:00pm on November 24th.

Currently out for bid is a new basketball half-court which will be located beside the tennis courts at the Municipal Park. The plans and specifications were put together by CSR Engineering. The bid submittals will be opened at 10:00am on November 24th.

The Director participated in a planning meeting on October 8th for the Christmas Parade and the Miracle on Main Street event, which will be held Saturday, December 6th. The Christmas Parade will be held on December 6th at 1:00PM. The theme will be "Cruisin' Christmas" and the Grand Marshal will be Stacey David, the host of "Gearz TV."

The Fall Classic Soccer Tournament was held on October 3rd-5th. There were 45 teams in the tournament.

The Pumpkin Run 5K was held on the Greenway, beginning at the Municipal Park, on October 4th.

The Harvest Moon Festival was held at the Municipal Park on October 11th.

The Halloween Classic Softball Tournament was hosted at the Municipal Park on October 25th. There were 34 teams at the Park location.

Recreation

Fall Baseball games ended October 4th. We had 14 teams for a total of 167 participants.

Fall Softball games ended October 4th. We had 10 teams for a total of 122 participants. Their

Fall Girls Volleyball games ended October 4th. We had 4 teams in the 3rd – 5th grade league and 6 teams in the 6th – 8th grade league for a total of 79 girls.

Men's Fall Softball games ended October 30th. There were 7 teams in the league this fall. Mac Electric won the regular season and tournament championship and White House Pawn Shop came in second.

Youth Basketball registration ended October 20th. We ended up with approximately 300 participants and 39 teams in 1st – 8th grades. All practices will take place here at the Civic Center, with the exception of 3 Saturday practices for the 5th – 8th grade division before the season begins. Those practices will be held at H.B. Williams School. Games will start December 13th. The 1st – 4th grades will play at the Civic Center and the 5th – 8th grades will play at Heritage HS.

Parks, Recreation, & Cultural Arts Department
October 2014

Mens Basketball sign-ups end November 3rd. The season will start in November. The league is limited to 9 teams. The fee is \$475 per team.

The Trail of Treats event was held on Thursday, October 30th. There were approximately 2,000 people that came through the line, not counting the vendor participants. Thirty-nine (39) vendors registered for the event. Kimbro Air won the award for the best decorated booth.

Parks Maintenance

The soccer fields were aerated and planted with 1,800 pounds of perennial ryegrass in order to have turf for the spring season.

The leveled dirt area at the soccer complex was sown again with seed. Eroded areas on the western edges of fields 1 and 5 (near the parking areas) were renovated with additional soil, and then seed and straw was applied.

The greenway is being blown off 3-4 times per week to keep it safe and usable for pedestrians and cyclists, as the leaves and tree nuts are accumulating quickly this time of year.

Update on Department Goals and Objectives

The Parks and Recreation Department will be sponsoring the local Trot for Tots 5K Race this year on December 13th at 8:00am. Wayne Beatty will head the operation and the Parks and Recreation Department will help to perform behind the scenes work. The entry fee is one toy per person. Toys will be distributed to the Marine Toys for Tots Foundation.

Department Highlight

The senior citizens enjoyed a Haunted House Dance on October 23rd, from 7:00-9:30pm, in the cafeteria of the White House Municipal Building. Forty-six (46) senior citizens participated. There was a donation of Kroger gift cards for the door prizes and Best Costume prizes. The band sounded great as usual and the seniors had a grand time.

The Robertson County Community Band performed in the auditorium of the White House Municipal Building on Tuesday, October 21st, from 7:00-8:30pm. Forty-two (42) senior citizens attended.

Department Cost Savings Report

The city received \$1,744 in commissions from Team One Concessions for the fall baseball/softball season. This was based on 20% of gross sales after taxes.

White House Inn Library & Museum
October 2014

Summary of Activities

The Catalog and assistant librarian attended a cataloging session at the Hendersonville Public Library on October 2nd. This session helped them learn tips for cataloging in our specific circulation system.

The Friends of the Library met on October 7th. During this meeting, the Friends discussed a number of issues such as the Halloween Carnival, Christmas Parade, and Christmas Open House. Preparations for the Friend's Halloween Carnival, which was held on October 25th from 1-4, were made. These preparations paid off as the carnival had an estimated 100 kids attend plus their parents. The carnival raised a total of \$1,247 the day of the event, which does not include pre-ticket sales and sponsor funds. The total amount raised will be determined at a later date.

The library had two sign language classes this month with a total of nine people attending. The library would like to continue to offer this service through November and December months.

The library held its first Family Movie Night on October 27th. The Lego Movie was shown to celebrate Batman's 75th birthday. Additionally, those that attended were given Batman masks, bags, posters, bookmarks, and pins. The event was a great success with a total of 45 people attending the event.

The Museum Board met on October 28th. There was discussion of what kind of Christmas float they wanted and where to purchase signs for the float. It was discussed that a banner from B & B Signs would be the best for the float. Thus, a quote would be obtained so that the library director could write a PO to purchase the signs. Additionally, the museum discussed the remainder of the budget for the fiscal year. The board also welcomed a new ad hock member, Sherry Tackett.

The Catalog Librarian attended TLCU from October 27th through the 29th. TLC is the circulation system that the library currently uses and by attending the TLC university classes, she was able to learn more about the system's features and express issues with the system that the company will take into consideration for changing. Thus, these classes were very valuable to the library to help improve its circulation using existing features and meet one on one with programmers.

The city administrator and library director had two building meetings with the architect and contractors. It was discussed that the construction workers were now working Saturdays and Sundays to make up for lost time from rain. The construction company will try to make a revised work schedule to show how to recoup the lost time from weather delays.

Department Highlights

The highlights for the department were the success with the Friends of the Library Halloween Carnival and the Family Movie Night. The Friends felt that the carnival was a success since they raised a good amount of funds in only a 3 hour period. They hope to hold the carnival again next year. The library was also happy with the turnout for Family Movie Night since it was the first event of that nature and it was held on a school night.

**White House Inn Library & Museum
October 2014**

Performance Measures

Official Service Area Populations

| 2009 | 2010 | 2011 | 2012 | 2013 | 2014 |
|--------|--------|--------|--------|--------|--------|
| 12,980 | 13,316 | 13,257 | 13,421 | 13,386 | 13,477 |

October Membership

Cumulative Members

| Year | New Members | Updated Members | Total Members | % of Population with Membership |
|------|-------------|-----------------|---------------|---------------------------------|
| 2013 | 42 | 0 | 8,652 | 65 |
| 2014 | 48 | 171 | 9,108 | 67 |

The library's goal is to maintain or exceed total membership from the previous calendar year. In October of 2013, the library did a purge of inactive users to get a better count of actual library users.

Total Material Available: 27,403

Estimated Value of Total Materials: \$685,075

Last Month: \$693,775

Total Materials Available Per Capita: 2.03

Last Month: 2.05

State Minimum Standard: 2.00

The library has been weeding its collection not only to meet the state standard of weeding 5% of the collection each year, but also to remove books that are too dated and worn to be used in the new library. Despite the large amount of weeding that will take place this year; the library should still be close to the 2.00 state standards as we will still be adding to the collection.

Materials Added In October

Yearly Material Added

| 2011 | 2012 | 2013 | 2014 | 2011 | 2012 | 2013 | 2014 |
|------|------|------|------|-------|-------|-------|-------|
| 189 | 180 | 518 | 147 | 3,036 | 2,671 | 4,108 | 3,028 |

The library's goal is to add material that meets the current and future needs of city patrons even if that means buying fewer items in order to afford databases, digital material, reference material, etc.

Physical Items Checked Out in October

Cumulative Physical Items Check Out

| 2011 | 2012 | 2013 | 2014 | 2011 | 2012 | 2013 | 2014 |
|-------|-------|-------|-------|--------|--------|--------|--------|
| 5,177 | 4,383 | 3,954 | 4,446 | 63,395 | 51,116 | 47,160 | 40,513 |

The library's goal is to maintain or exceed the state standard of every item checking out 2.5 times a year. Despite a drop in physical items being checked out, the number of eBooks and downloaded audio books has increased every year. Last year, every item checked out 1.8 times. With more digital checkouts, the library hopes to meet the 2.5 standard.

Programs

| October | Kids Sessions | Kids Attendance | Teen Sessions | Teen Attendance | Adult Sessions | Adult Attendance |
|---------------|---------------|-----------------|---------------|-----------------|----------------|------------------|
| 2011 | 10 | 290 | 0 | 0 | 1 | 11 |
| 2012 | 11 | 237 | 3 | 12 | 1 | 10 |
| 2013 | 13 | 241 | 3 | 15 | 1 | 9 |
| 2014 | 13 | 236 | 3 | 2 | 1 | 5 |
| Yearly Totals | Kids Sessions | Kids Attendance | Teen Sessions | Teen Attendance | Adult Sessions | Adult Attendance |
| 2011 | 91 | 2,805 | 0 | 0 | 14 | 217 |
| 2012 | 76 | 2,232 | 4 | 31 | 16 | 245 |
| 2013 | 92 | 2,193 | 7 | 35 | 11 | 107 |
| 2014 | 87 | 1,983 | 13 | 96 | 13 | 85 |

The library's goal is to maintain or exceed the number of programs conducted each year and the number of individuals that attend the events.

Volunteers: 7 **Hours:** 95.91

**White House Inn Library & Museum
October 2014**

October Computer Users

Yearly Computer Users

| | 2011 | 2012 | 2013 | 2014 | | 2011 | 2012 | 2013 | 2014 |
|---------------------------|------|------|------|------|--|-------|-------|-------|-------|
| Wireless | *** | *** | 98 | 174 | | *** | *** | 1,071 | 1,034 |
| Internet Computers | 435 | 449 | 331 | 362 | | 5,983 | 4,282 | 3,791 | 3,176 |
| Children Computers | 301 | 225 | 59 | 186 | | 3,244 | 2,874 | 1,691 | 1,485 |

The library's goal is to stay current with technological needs in the community by observing each technology's use and making changes to increase usage.

Services Provided by Contracting with State

October Interlibrary Loan Services

Yearly Interlibrary Loan Services

| | 2011 | 2012 | 2013 | 2014 | | 2011 | 2012 | 2013 | 2014 |
|-----------------|------|------|------|------|--|------|------|------|------|
| Borrowed | 33 | 14 | 23 | 35 | | 337 | 362 | 136 | 224 |
| Loaned | 6 | 0 | 19 | 20 | | 64 | 100 | 165 | 389 |

The goal of the interlibrary loan system is to loan as many requests as possible to help lower other libraries' expenses as well as trying to obtain as many patron requests as possible in order to offer a larger variety of items and to save the library funds.

Yearly R.E.A.D.S. Statistics

| | 2011-2012 | 2012-2013 | 2013-2014 | 2014-2015 |
|---------------|-----------|-----------|-----------|-----------|
| eBooks | 792 | 2,010 | 3,688 | 1,449 |
| Audios | 1,717 | 2,501 | 2,521 | 1,093 |

The goal of the R.E.A.D.S. program is to continue to promote the service to increase patron use, thereby providing more titles, material type, and savings for the library.

* 2014 numbers will continue to be obtained and increase as the year continues.

| 110 | General Fund | Account | Description | Year-To-Date | | Monthly Comparative: | | % of Avg |
|-------|--------------|---|--------------|-----------------|----------|----------------------|--------------|----------|
| | | | | Budget Estimate | Actual | Estimate Avg/Mth | Actual | |
| 31100 | | Property Taxes (Summer To Distribute) | 0.00 | 0.00 | 0.00 % | 0.00 | 0.00 % | 0.00 % |
| 31110 | | Real & Personal Property Tax(Current) | 1,981,782.00 | (20,042.40) | 1.01 % | 165,148.50 | (2,941.90) | 1.78 % |
| 31120 | | Public Utilities Property Tax (Current) | 97,295.00 | 0.00 | 0.00 % | 8,107.92 | 0.00 | 0.00 % |
| 31211 | | Property Tax Delinquent 1st Year | 56,000.00 | 0.00 | 0.00 % | 4,666.67 | 0.00 | 0.00 % |
| 31212 | | Property Tax Delinquent 2nd Year | 16,000.00 | (3,002.00) | 18.76 % | 1,333.33 | (2,328.00) | 174.60 % |
| 31213 | | Property Tax Delinquent 3rd Year | 6,000.00 | (3,403.00) | 56.72 % | 500.00 | (430.00) | 86.00 % |
| 31214 | | Property Tax Delinquent 4th Year | 3,000.00 | (931.00) | 31.03 % | 250.00 | 0.00 | 0.00 % |
| 31215 | | Property Tax Delinquent 5th Year | 3,000.00 | (1,385.00) | 46.17 % | 250.00 | (430.00) | 172.00 % |
| 31216 | | Property Tax Delinquent 6th Year | 800.00 | (857.00) | 107.13 % | 66.67 | (370.00) | 555.00 % |
| 31219 | | Property Tax Delinquent - Other Prior | 1,900.00 | (2,731.00) | 143.74 % | 158.33 | 0.00 | 0.00 % |
| 31300 | | Int, Penalty, And Court Cost On Prop | 28,000.00 | (10,938.31) | 39.07 % | 2,333.33 | (1,796.31) | 76.98 % |
| 31513 | | Payment In Lieu Of Tax -Sewer | 112,385.00 | (37,461.68) | 33.33 % | 9,365.42 | (9,365.42) | 100.00 % |
| 31520 | | Payments From Industry | 14,831.00 | 0.00 | 0.00 % | 1,235.92 | 0.00 | 0.00 % |
| 31610 | | Local Sales Tax - Co. Trustee | 2,250,000.00 | (803,989.49) | 35.73 % | 187,500.00 | (202,366.96) | 107.93 % |
| 31709 | | Beer And Liquor Local Priv Tax | 6,500.00 | (354.15) | 5.45 % | 541.67 | 0.00 | 0.00 % |
| 31710 | | Wholesale Beer Tax | 265,000.00 | (102,616.71) | 38.72 % | 22,083.33 | (21,893.31) | 99.14 % |
| 31800 | | Business Taxes | 140,000.00 | (7,532.83) | 5.38 % | 11,666.67 | (601.27) | 5.15 % |
| 31911 | | Natural Gas Franchise Tax | 106,000.00 | (137,722.98) | 129.93 % | 8,833.33 | 0.00 | 0.00 % |
| 31912 | | Cable TV Franchise Tax | 113,000.00 | (31,535.43) | 27.91 % | 9,416.67 | 0.00 | 0.00 % |
| 31960 | | Special Assessment - Liens | 1,200.00 | (210.00) | 17.50 % | 100.00 | 0.00 | 0.00 % |
| 31980 | | Mixed Drink Taxes | 11,000.00 | (4,897.52) | 44.52 % | 916.67 | (1,950.19) | 212.75 % |
| 32090 | | Peddler Permit | 50.00 | 0.00 | 0.00 % | 4.17 | 0.00 | 0.00 % |
| 32209 | | Beer And Liquor License Application | 2,300.00 | (550.00) | 23.91 % | 191.67 | 0.00 | 0.00 % |

33.33%

Monthly Comparative: 33.33%

Year-To-Date Month-To-Date

| 110 | General Fund | Account | Description | Year-To-Date | | | Month-To-Date | | |
|-------|--------------|---------------------------------|-------------|-----------------|--------------|-------------|------------------|--------------|----------|
| | | | | Budget Estimate | Actual | % of Budget | Estimate Avg/Mth | Actual | % of Avg |
| 32610 | | Building Permits | | 30,000.00 | (24,735.00) | 82.45 % | 2,500.00 | (10,941.50) | 437.66 % |
| 32690 | | Other Permits | | 50.00 | 0.00 | 0.00 % | 4.17 | 0.00 | 0.00 % |
| 32710 | | Sign Permits | | 1,100.00 | (200.00) | 18.18 % | 91.67 | 0.00 | 0.00 % |
| 33100 | | Federal Grants | | 1,227,798.00 | (332,023.01) | 27.04 % | 102,316.50 | (330,149.08) | 322.67 % |
| 33320 | | Tva Payments In Lieu Of Taxes | | 113,420.00 | 0.00 | 0.00 % | 9,451.67 | 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 % |
| 33460 | | State Grant-Library Technology | | 1,311.00 | 0.00 | 0.00 % | 109.25 | 0.00 | 0.00 % |
| 33510 | | State Sales Tax | | 743,488.00 | (252,434.67) | 33.95 % | 61,957.33 | (62,923.52) | 101.56 % |
| 33520 | | State Income Tax | | 23,000.00 | (24,054.39) | 104.58 % | 1,916.67 | (81.34) | 4.24 % |
| 33530 | | State Beer Tax | | 5,128.00 | (2,634.46) | 51.37 % | 427.33 | (2,634.46) | 616.49 % |
| 33553 | | State Gasoline Inspection Fee | | 21,023.00 | (6,980.63) | 33.20 % | 1,751.92 | (1,743.78) | 99.54 % |
| 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 | | 3,000.00 | (2,644.07) | 88.14 % | 250.00 | (1,293.15) | 517.26 % |
| 34740 | | Parks And Rec League Fees | | 74,000.00 | (53,517.67) | 72.32 % | 6,166.67 | (23,647.00) | 383.46 % |
| 34741 | | Field Maintenance Fees | | 8,000.00 | (3,520.00) | 44.00 % | 666.67 | (2,580.00) | 387.00 % |
| 34760 | | Library Fines, Fees, And Other | | 7,500.00 | (3,139.84) | 41.86 % | 625.00 | (711.95) | 113.91 % |
| 34793 | | Community Center Fees | | 13,000.00 | (5,371.59) | 41.32 % | 1,083.33 | (1,635.00) | 150.92 % |
| 34900 | | Other Charges For Services | | 9,500.00 | (2,616.50) | 27.54 % | 791.67 | (724.00) | 91.45 % |
| 35110 | | City Court Fines And Costs | | 145,000.00 | (47,409.44) | 32.70 % | 12,083.33 | (14,366.71) | 118.90 % |
| 35130 | | Impoundment Charges | | 250.00 | 0.00 | 0.00 % | 20.83 | 0.00 | 0.00 % |
| 36000 | | Other Revenues | | 6,000.00 | 5,774.53 | -96.24 % | 500.00 | (263.85) | 52.77 % |
| 36100 | | Interest Earnings | | 5,200.00 | (839.62) | 16.15 % | 433.33 | (62.47) | 14.42 % |

| 110 | General Fund | Account | Description | Year-To-Date | | | Monthly Comparative: | | |
|---------------------|--------------|------------------------------------|-------------|----------------------|-----------------------|----------------|----------------------|---------------------|----------------|
| | | | | Budget Estimate | Actual | % of Budget | Estimate Avg/Mth | Actual | % of Avg |
| 36210 | | Rent | | 17,500.00 | (2,383.80) | 13.62 % | 1,458.33 | 0.00 | 0.00 % |
| 36350 | | Insurance Recoveries | | 0.00 | (7,019.39) | 0.00 % | 0.00 | 0.00 | 0.00 % |
| 36430 | | Tax Refunds (Overpayments) | | 0.00 | (3.00) | 0.00 % | 0.00 | 0.00 | 0.00 % |
| 36450 | | Parks Concessions | | 14,000.00 | (1,000.00) | 7.14 % | 1,166.67 | (1,000.00) | 85.71 % |
| 36700 | | Contri And Donation From Private | | 200,000.00 | (204.20) | 0.10 % | 16,666.67 | 0.00 | 0.00 % |
| 36920 | | Sale Of Bonds | | 2,866,164.00 | (110,630.07) | 3.86 % | 238,847.00 | 0.00 | 0.00 % |
| | | Total Revenues | | 10,895,975.00 | (2,052,497.32) | 18.84 % | 907,997.92 | (699,231.17) | 77.01 % |
| Expenditures | | | | | | | | | |
| 41000 | | General Government | | (410,861.00) | 173,113.00 | 42.13 % | (34,238.42) | 22,915.62 | 66.93 % |
| 41210 | | City Court | | (78,164.00) | 27,351.05 | 34.99 % | (6,513.67) | 5,599.42 | 85.96 % |
| 41500 | | Financial Administration | | (368,506.00) | 96,431.57 | 26.17 % | (30,708.83) | 16,461.29 | 53.60 % |
| 41650 | | Human Resources | | (143,996.00) | 54,867.13 | 38.10 % | (11,999.67) | 8,804.55 | 73.37 % |
| 41670 | | Engineering | | (884,520.00) | 565,605.39 | 63.94 % | (73,710.00) | 3.75 | 0.01 % |
| 41700 | | Planning And Zoning | | (288,420.00) | 88,389.99 | 30.65 % | (24,035.00) | 17,499.70 | 72.81 % |
| 41800 | | General Government Buildings | | (264,227.00) | 39,391.52 | 14.91 % | (22,018.92) | 7,762.66 | 35.25 % |
| 41921 | | Special Events | | (4,000.00) | 1,167.28 | 29.18 % | (333.33) | (162.00) | -48.60 % |
| 42100 | | Police Patrol | | (1,288,116.00) | 438,140.14 | 34.01 % | (107,343.00) | 75,378.48 | 70.22 % |
| 42120 | | Police Support Services | | (274,125.00) | 91,011.72 | 33.20 % | (22,843.75) | 17,832.64 | 78.06 % |
| 42150 | | Police Administration | | (206,539.00) | 94,360.18 | 45.69 % | (17,211.58) | 39,038.93 | 226.82 % |
| 42151 | | Communications Services | | (220,000.00) | 184,246.56 | 83.75 % | (18,333.33) | 0.00 | 0.00 % |
| 42200 | | Fire Protection And Control | | (2,307,800.00) | 1,063,098.94 | 46.07 % | (192,316.67) | 85,951.41 | 44.69 % |
| 42210 | | Fire Administration And Inspection | | (287,308.00) | 102,016.22 | 35.51 % | (23,942.33) | 16,333.01 | 68.22 % |
| 43000 | | Public Works | | (775,336.00) | 459,303.55 | 59.24 % | (64,611.33) | 58,638.04 | 90.76 % |
| 43100 | | Highways And Streets | | 0.00 | 1,965.16 | 0.00 % | 0.00 | 0.00 | 0.00 % |

| 110 | General Fund | Account | Description | Year-To-Date | | Monthly Comparative: | | | |
|--------------|--------------|---------------------|-----------------------------|------------------------|---------------------|----------------------|-----------------------|---------------------|----------------|
| | | | | Budget Estimate | Actual | % of Budget | Estimate Avg/Mth | Actual | % of Avg |
| 44310 | | | Senior Citizen Activities | (42,760.00) | 20,267.43 | 47.40 % | (3,563.33) | 12,128.31 | 340.36 % |
| 44700 | | | Parks | (300,213.00) | 105,428.23 | 35.12 % | (25,017.75) | 32,065.93 | 128.17 % |
| 44740 | | | Park Maintenance | (1,006,203.00) | 360,962.98 | 35.87 % | (83,850.25) | 36,636.42 | 43.69 % |
| 44800 | | | Libraries | (3,357,011.00) | 2,879,244.19 | 85.77 % | (279,750.92) | 12,071.66 | 4.32 % |
| 44880 | | | Children's Library Services | (36,690.00) | 12,463.90 | 33.97 % | (3,057.50) | 2,865.99 | 93.74 % |
| 51000 | | | Miscellaneous Expenditures | (251,000.00) | 15,574.28 | 6.20 % | (20,916.67) | 2,325.97 | 11.12 % |
| Total | 110 | General Fund | Total Expenditures | (12,795,795.00) | 6,874,400.41 | 53.72 % | (1,066,316.25) | 470,151.78 | 44.09 % |
| | | | | (1,899,820.00) | 4,821,903.09 | 253.81 % | (158,318.33) | (229,079.39) | -144.70 |

| Account | Description | Year-To-Date | | | Monthly Comparative: | | |
|---------------------|------------------------------------|--------------------|--------------------|------------------|----------------------|----------------|----------------|
| | | Budget Estimate | Actual | % of Budget | Estimate Avg/Mth | Actual | % of Avg |
| 120 | Industrial Development Fund | | | | | | 33.33% |
| Revenues | | | | | | | |
| 33800 | Local Revenue Allocations | 47,000.00 | (22,392.46) | 47.64 % | 3,916.67 | 0.00 | 0.00 % |
| 36100 | Interest Earnings | 80.00 | (49.97) | 62.46 % | 6.67 | (12.14) | 182.10 % |
| | Total Revenues | 47,080.00 | (22,442.43) | 47.67 % | 3,923.33 | (12.14) | 0.31 % |
| Expenditures | | | | | | | |
| 48000 | Economic Opportunity | (50,300.00) | 3,688.25 | 7.33 % | (4,191.67) | 136.00 | 3.24 % |
| | Total Expenditures | (50,300.00) | 3,688.25 | 7.33 % | (4,191.67) | 136.00 | 3.24 % |
| Total 120 | Industrial Development Fund | (3,220.00) | (18,754.18) | -582.43 % | (268.33) | 123.86 | 46.16 % |

| Account | Description | Year-To-Date | | Monthly Comparative: | | % of Budget | Estimate Avg/Mth | Month-To-Date Actual | % of Avg |
|---------------------|-----------------------------------|---------------------|--------------------|----------------------|--------------------|--------------------|------------------|----------------------|-----------------|
| | | Budget Estimate | Actual | | | | | | |
| 121 | State Street Aid Fund | | | | | | | | 33.33% |
| Revenues | | | | | | | | | |
| 33551 | State Gasoline And Motor Fuel Tax | 274,321.00 | (93,505.34) | 34.09 % | 22,860.08 | (23,130.66) | | | 101.18 % |
| 36100 | Interest Earnings | 50.00 | (29.23) | 58.46 % | 4.17 | (3.50) | | | 84.00 % |
| | Total Revenues | 274,371.00 | (93,534.57) | 34.09 % | 22,864.25 | (23,134.16) | | | 101.18 % |
| Expenditures | | | | | | | | | |
| 43100 | Highways And Streets | (263,000.00) | 164,368.46 | 62.50 % | (21,916.67) | 1,024.96 | | | 4.68 % |
| | Total Expenditures | (263,000.00) | 164,368.46 | 62.50 % | (21,916.67) | 1,024.96 | | | 4.68 % |
| Total 121 | State Street Aid Fund | 11,371.00 | 70,833.89 | -622.93 % | 947.58 | (22,109.20) | | | 2,333.22 |

| Account | Description | Year-To-Date | | Monthly Comparative: | | % of Avg |
|---------------------|---------------------------------|---------------------|--------------------|----------------------|-------------------|-----------------|
| | | Budget Estimate | Actual | Estimate Avg/Mth | Actual | |
| 122 | Parks Sales Tax Fund | | | | | 33.33% |
| Revenues | | | | | | |
| 36100 | Interest Earnings | 280.00 | (23.31) | 23.33 | (1.67) | 7.16 % |
| 36425 | Parks Sales Tax Receipts | 78,000.00 | (27,742.75) | 6,500.00 | (7,059.36) | 108.61 % |
| | Total Revenues | 78,280.00 | (27,766.06) | 6,523.33 | (7,061.03) | 108.24 % |
| Expenditures | | | | | | |
| 49000 | Debt Service | (133,284.00) | 0.00 | (11,107.00) | 0.00 | 0.00 % |
| | Total Expenditures | (133,284.00) | 0.00 | (11,107.00) | 0.00 | 0.00 % |
| Total | 122 Parks Sales Tax Fund | (55,004.00) | (27,766.06) | (4,583.67) | (7,061.03) | -154.05 |

| 123 | Solid Waste Fund | Account | Description | Year-To-Date | | Month-To-Date | | Monthly Comparative: | |
|--------------|------------------|---------------------------|-------------|-----------------------|----------------|--------------------|--------------------|----------------------|----------|
| | | | | Budget Estimate | Actual | % of Budget | Estimate Avg/Mth | | Actual |
| | | | | 792,132.00 | (256,439.46) | 32.37 % | 66,011.00 | (66,415.28) | 100.61 % |
| 34400 | | Sanitation - User Fees | | | | | | | |
| 36100 | | Interest Earnings | | (99.00) | 14.14 % | 58.33 | (5.00) | 8.57 % | |
| 37794 | | Sale Of Materials | | (3,601.76) | 30.01 % | 1,000.00 | (576.85) | 57.69 % | |
| | | Total Revenues | | (804,832.00) | 32.32 % | 67,069.33 | (66,997.13) | 99.89 % | |
| | | Expenditures | | | | | | | |
| 43200 | | Sanitation | | 378,081.12 | 37.60 % | (83,792.33) | 12,944.67 | 15.45 % | |
| 49000 | | Debt Service | | 0.00 | 0.00 % | (4,340.83) | 0.00 | 0.00 % | |
| | | Total Expenditures | | (1,057,598.00) | 35.75 % | (88,133.17) | 12,944.67 | 14.69 % | |
| Total | 123 | Solid Waste Fund | | (252,766.00) | 46.66 % | (21,063.83) | (54,052.46) | -256.61 | |

| Account | Description | Year-To-Date | | Monthly Comparative: | | % of Avg |
|---------------------|---------------------------|---------------------|-------------------|----------------------|--------------------|----------------------------|
| | | Budget Estimate | Actual | Estimate Avg/Mth | Actual | |
| 124 | Impact Fees | | | | | 33.33% |
| Revenues | | | | | | |
| 36100 | Interest Earnings | 350.00 | (38.62) | 11.03 % | 29.17 | (1.52) 5.21 % |
| 36421 | Roads Impact Fees | 2,800.00 | (5,553.15) | 198.33 % | 233.33 | (3,346.28) 1,434.12 % |
| 36422 | Parks Impact Fees | 1,600.00 | (986.00) | 61.63 % | 133.33 | (748.40) 561.30 % |
| 36423 | Police Impact Fees | 2,100.00 | (1,452.12) | 69.15 % | 175.00 | (839.12) 479.50 % |
| 36424 | Fire Impact Fees | 1,400.00 | (917.26) | 65.52 % | 116.67 | (553.99) 474.85 % |
| | Total Revenues | 8,250.00 | (8,947.15) | 108.45 % | 687.50 | (5,489.31) 798.45 % |
| Expenditures | | | | | | |
| 51010 | Roads Impact Fees | (129,130.00) | 91,540.00 | 70.89 % | (10,760.83) | 0.00 0.00 % |
| 51020 | Parks Impact Fees | (34,000.00) | 22,000.00 | 64.71 % | (2,833.33) | 0.00 0.00 % |
| 51040 | Fire Impact Fees | (2,705.00) | 0.00 | 0.00 % | (225.42) | 0.00 0.00 % |
| | Total Expenditures | (165,835.00) | 113,540.00 | 68.47 % | (13,819.58) | 0.00 0.00 % |
| Total 124 | Impact Fees | (157,585.00) | 104,592.85 | 66.37 % | (13,132.08) | (5,489.31) -41.80 % |

Monthly Comparative: 33.33%

| Account | Description | Year-To-Date | | Month-To-Date | | % of Avg |
|---------------------|--------------------------------|-------------------|-------------------|-----------------|------------------|-----------------|
| | | Budget Estimate | Actual | % of Budget | Estimate Avg/Mth | |
| 140 | Police Drug Fund | | | | | |
| Revenues | | | | | | |
| 31610 | Local Sales Tax - Co. Trustee | 550.00 | (50.00) | 9.09 % | 45.83 | 109.09 % |
| 35130 | Impoundment Charges | 100.00 | (140.00) | 140.00 % | 8.33 | 0.00 % |
| 35140 | Drug Related Fines | 7,800.00 | (1,330.00) | 17.05 % | 650.00 | 91.35 % |
| 36100 | Interest Earnings | 65.00 | (14.42) | 22.18 % | 5.42 | 64.25 % |
| | Total Revenues | 8,515.00 | (1,534.42) | 18.02 % | 709.58 | 91.21 % |
| Expenditures | | | | | | |
| 42129 | Drug Investigation And Control | (6,833.00) | 2,362.94 | 34.58 % | (569.42) | 0.00 % |
| | Total Expenditures | (6,833.00) | 2,362.94 | 34.58 % | (569.42) | 0.00 % |
| Total 140 | Police Drug Fund | 1,682.00 | 828.52 | -49.26 % | 140.17 | 461.76 % |

Monthly Comparative: 33.33%

| Account | Description | Year-To-Date | | Month-To-Date | | % of Budget | Estimate Avg/Mth | % of AVG | |
|---------------------|------------------------------|---------------------|--------------------|-----------------|--------------------|-----------------|------------------|----------|--|
| | | Budget Estimate | Actual | Budget Estimate | Actual | | | | |
| 200 | Debt Service Fund (General) | | | | | | | | |
| Revenues | | | | | | | | | |
| 31110 | Real & Personal Property Tax | 809,000.00 | (6,734.13) | 0.83 % | 67,416.67 | (980.63) | 1.45 % | | |
| 36000 | Other Revenues | 0.00 | (7,420.90) | 0.00 % | 0.00 | 0.00 | 0.00 % | | |
| 36100 | Interest Earnings | 250.00 | (48.54) | 19.42 % | 20.83 | (12.39) | 59.47 % | | |
| | Total Revenues | 809,250.00 | (14,203.57) | 1.76 % | 67,437.50 | (993.02) | 1.47 % | | |
| Expenditures | | | | | | | | | |
| 49000 | Debt Service | (769,119.00) | 1,752.50 | 0.23 % | (64,093.25) | 0.00 | 0.00 % | | |
| | Total Expenditures | (769,119.00) | 1,752.50 | 0.23 % | (64,093.25) | 0.00 | 0.00 % | | |
| Total 200 | Debt Service Fund (General) | 40,131.00 | (12,451.07) | 31.03 % | 3,344.25 | (993.02) | 29.69 % | | |

| Account | Description | Year-To-Date | | | Monthly Comparative: | | |
|---------------------|-------------------------------------|-----------------------|-----------------------|-----------------|----------------------|-----------------------|-----------------|
| | | Budget Estimate | Actual | % of Budget | Estimate Avg/Mth | Actual | % of Avg |
| 412 | Sewer Fund | | | | | | 33.33% |
| Revenues | | | | | | | |
| 36000 | Other Revenues | 15,000.00 | (904.99) | 6.03 % | 1,250.00 | (300.00) | 24.00 % |
| 36100 | Interest Earnings | 2,700.00 | (575.42) | 21.31 % | 225.00 | (54.51) | 24.23 % |
| 36330 | Sale Of Equipment | 0.00 | (24.00) | 0.00 % | 0.00 | 0.00 | 0.00 % |
| 36350 | Insurance Recoveries | 0.00 | (31,667.67) | 0.00 % | 0.00 | 0.00 | 0.00 % |
| 36920 | Sale Of Bonds | 4,819,969.00 | (834,379.00) | 17.31 % | 401,664.08 | (753,384.00) | 187.57 % |
| 37210 | Application Fees | 26,000.00 | (7,950.00) | 30.58 % | 2,166.67 | (1,925.00) | 88.85 % |
| 37220 | Administrative Fees | 10,000.00 | (6,265.00) | 62.65 % | 833.33 | (1,700.00) | 204.00 % |
| 37230 | Sewer User Fees | 2,516,000.00 | (895,863.34) | 35.61 % | 209,666.67 | (217,733.69) | 103.85 % |
| 37294 | Capital Cost Recovery Fee | 35,000.00 | 0.00 | 0.00 % | 2,916.67 | 0.00 | 0.00 % |
| 37298 | Capacity Fees | 412,000.00 | (73,870.00) | 17.93 % | 34,333.33 | (23,570.00) | 68.65 % |
| 37499 | Commitment Fees | 0.00 | (4,200.00) | 0.00 % | 0.00 | (300.00) | 0.00 % |
| 37995 | Connection Fees | 5,000.00 | (2,550.00) | 51.00 % | 416.67 | (1,350.00) | 324.00 % |
| | Total Revenues | 7,841,669.00 | (1,858,249.42) | 23.70 % | 653,472.42 | (1,000,317.20) | 153.08 % |
| Expenditures | | | | | | | |
| 49000 | Debt Service | (704,397.00) | 40,357.20 | 5.73 % | (58,699.75) | 10,137.50 | 17.27 % |
| 52114 | Transmission And Distribution | 0.00 | 0.00 | 0.00 % | 0.00 | (9.00) | 0.00 % |
| 52117 | Administration And General Expenses | (722,152.00) | 222,118.90 | 30.76 % | (60,179.33) | 48,397.72 | 80.42 % |
| 52210 | Collection | (4,701,095.00) | 3,569,633.66 | 75.93 % | (391,757.92) | 39,030.47 | 9.96 % |
| 52213 | Sewer Treatment And Disposal | (2,230,715.00) | 157,015.62 | 7.04 % | (185,892.92) | 8,253.16 | 4.44 % |
| 52223 | Depreciation | (717,624.00) | 239,208.00 | 33.33 % | (59,802.00) | 59,802.00 | 100.00 % |
| | Total Expenditures | (9,075,983.00) | 4,228,333.38 | 46.59 % | (756,331.92) | 165,611.85 | 21.90 % |
| Total | 412 Sewer Fund | (1,234,314.00) | 2,370,083.96 | 192.02 % | (102,859.50) | (834,705.35) | -811.50 |

Monthly Comparative: 33.33%

| Account | Description | Year-To-Date | | Month-To-Date | | % of Avg |
|---------------------|----------------------------------|--------------------|--------------------|-------------------|-------------------|----------------|
| | | Budget Estimate | Actual | Estimate Avg/Mth | Actual | |
| 416 | Healthcare Fund | | | | | |
| Revenues | | | | | | |
| 36100 | Interest Earnings | 290.00 | (44.56) | 24.17 | (0.56) | 2.32 % |
| 36960 | Operating Transfer In From Other | 47,000.00 | (14,477.02) | 3,916.67 | (2,040.34) | 52.09 % |
| Total | Revenues | 47,290.00 | (14,521.58) | 3,940.83 | (2,040.90) | 51.79 % |
| Expenditures | | | | | | |
| 51520 | Insurance Employers Share | (68,500.00) | 18,155.90 | (5,708.33) | 2,094.63 | 36.69 % |
| Total | Expenditures | (68,500.00) | 18,155.90 | (5,708.33) | 2,094.63 | 36.69 % |
| Total | 416 Healthcare Fund | (21,210.00) | 3,634.32 | (1,767.50) | 53.73 | 3.04 % |

Monthly Comparative: 33.33%

| Account | Description | Year-To-Date | | Month-To-Date | | % of Avg |
|---------------------|---------------------------|-------------------|-------------|------------------|-------------|---------------|
| | | Budget Estimate | Actual | Estimate Avg/Mth | Actual | |
| 417 | Stormwater Utility | | | | | 33.33% |
| Revenues | | | | | | |
| 34124 | Stormwater Utility Fee | 50,000.00 | 0.00 | 4,166.67 | 0.00 | 0.00 % |
| 36100 | Interest Earnings | 250.00 | 0.00 | 20.83 | 0.00 | 0.00 % |
| | Total Revenues | 50,250.00 | 0.00 | 4,187.50 | 0.00 | 0.00 % |
| Expenditures | | | | | | |
| 51530 | Stormwater Administration | (3,500.00) | 0.00 | (291.67) | 0.00 | 0.00 % |
| | Total Expenditures | (3,500.00) | 0.00 | (291.67) | 0.00 | 0.00 % |
| Total 417 | Stormwater Utility | 46,750.00 | 0.00 | 3,895.83 | 0.00 | 0.00 % |

| Account | Description | Year-To-Date | | Monthly Comparative: | | % of Avg |
|---------------------|------------------------------------|--------------------|--------------------|----------------------|-------------------|-----------------|
| | | Budget Estimate | Actual | Estimate Avg/Mth | Actual | |
| 433 | Hillcrest City Cemetery | | | | | 33.33% |
| Revenues | | | | | | |
| 34110 | General Services | 2,300.00 | (1,104.00) | 191.67 | (150.00) | 78.26 % |
| 34321 | Cemetery Burial Charges | 900.00 | 0.00 | 75.00 | 0.00 | 0.00 % |
| 34323 | Grave - Opening And Closing Fees | 18,000.00 | (5,850.00) | 1,500.00 | (1,300.00) | 86.67 % |
| 36100 | Interest Earnings | 250.00 | (52.94) | 20.83 | (8.76) | 42.05 % |
| 36340 | Sale Of Cemetery Lots | 6,000.00 | (9,750.00) | 500.00 | 0.00 | 0.00 % |
| | Total Revenues | 27,450.00 | (16,756.94) | 2,287.50 | (1,458.76) | 63.77 % |
| Expenditures | | | | | | |
| 43400 | Cemeteries | (42,426.00) | 33,412.85 | (3,535.50) | 18,890.10 | 534.30 % |
| | Total Expenditures | (42,426.00) | 33,412.85 | (3,535.50) | 18,890.10 | 534.30 % |
| Total | 433 Hillcrest City Cemetery | (14,976.00) | 16,655.91 | (1,248.00) | 17,431.34 | 1,396.74 |

RESOLUTIONS....

ORDINANCES....

November 12, 2014

MEMORANDUM

To: Board of Mayor and Aldermen
From: Gerald Herman, City Administrator
Re: Ordinance 14-25

I am requesting that the Board of Mayor and Aldermen approve ordinance 14-25, which amends Municipal Code Title 1, Chapter 7 Treasurer, Section 1-704. The sentence that is being deleted is also listed in Municipal Code Title 1, Chapter 3 City Recorder, Section 1-304. This amendment will align the Municipal Code with the job description for the financial director.

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

ORDINANCE 14-25

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 1, CHAPTER 7 TREASURER, AMENDING SECTION 1-704.

WHEREAS, the Board of Mayor and Aldermen desire to update the Municipal Code regarding the treasurer position;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Mayor and Aldermen that the White House Municipal Code Title 1, Chapter 7 Treasurer be revised from the Municipal Code as follows:

ARTICLE I: GENERAL ADMINISTRATION
CHAPTER 7: Treasurer
AMENDING SECTION: 1-704. Serve as financial director.

1-704. Serve as financial director. The treasurer shall serve as Financial Director of the City of White House. ~~The treasurer shall also have custody of and be responsible for maintaining all corporate bonds, records, and papers in such fire proof vault or safe as the city may provide.~~

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

First Reading: November 20, 2014

Second Reading: December 18, 2014

Michael Arnold, Mayor

ATTEST:

Kerry Harville, City Recorder

Kerry Harville

From: Gerald Herman
Sent: Friday, October 24, 2014 6:47 PM
To: Kerry Harville
Subject: Fwd: Animals Running at Large

See below. We will need to strike cats from existing ordinance. Please prepare ordinance change for November BMA. We can add this email along with the Judge's opinion in the agenda packet. Thank you.

Gerald Herman
City Administrator
105 College Street
White House, TN 37188

----- Original message -----

From: Valerie Webb <vwebb@webbsanderslaw.com>
Date: 10/24/2014 2:48 PM (GMT-06:00)
To: Gerald Herman <gherman@cityofwhitehouse.com>
Subject: RE: Animals Running at Large

Sounds good. Have a great weekend!

Valerie M. Webb

vwebb@webbsanderslaw.com
(615) 581-0804 (office)
(866) 277-5494 (fax)
(615) 400-2950 (mobile)



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To ensure compliance with requirements imposed by the IRS, we must inform you that, unless specifically indicated otherwise, this message (including any attachments) was not intended or written to be used, and cannot be used, by the addressee or any other person for the purpose of (A) avoiding U.S. Tax-related penalties or (B) promoting, marketing or recommending to another party any tax-related matter addressed herein.

From: Gerald Herman [mailto:gherman@cityofwhitehouse.com]

Sent: Friday, October 24, 2014 2:36 PM

To: Valerie Webb

Subject: Re: Animals Running at Large

OK with me. I will have Kerry get the ordinance ready.

*Gerald Herman
City Administrator
105 College Street
White House, TN 37188*

Sent from my Verizon Wireless 4G LTE DROID

Valerie Webb <vwebb@webbsanderslaw.com> wrote:

Gerry,

We have looked at the opinion more in depth, and examined state statutes, and I think it would put us more in line with state statutes if we did exclude cats.

Let me know if you have questions.

Valerie

Valerie M. Webb

vwebb@webbsanderslaw.com

(615) 581-0804 (office)

(866) 277-5494 (fax)

(615) 400-2950 (mobile)



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To ensure compliance with requirements imposed by the IRS, we must inform you that, unless specifically indicated otherwise, this message (including any attachments) was not intended or written to be used, and cannot be used, by the addressee or any other person for the purpose of (A) avoiding U.S. Tax-related penalties or (B) promoting, marketing or recommending to another party any tax-related matter addressed herein.

From: Gerald Herman [mailto:gherman@cityofwhitehouse.com]
Sent: Thursday, October 16, 2014 2:59 PM
To: Valerie Webb
Subject: Animals Running at Large

Valerie,

Please see Judge Zanger's review attached. Should I remove "cats" from our Running at Large Prohibited ordinance?

Gerald O. Herman
City Administrator
City of White House
105 College Street
White House, TN 37188
615-672-4350 ext. 2105
gherman@cityofwhitehouse.com
www.cityofwhitehouse.com

IN THE MUNICIPAL COURT FOR THE CITY OF WHITE HOUSE, TENNESSEE

PATTY R. PENTON)
Plaintiff)
)
v.)Docket # 2014-5
) Citation: 0725
)
TRACY L. COLLINS)
Defendant)

ORDER

This cause came before the Municipal Court of the City of White House, Joseph Zanger presiding, on the 25TH Day of September, 2014. Present in Court were the parties, each of whom testified under oath.

The matter arises from a Complaint filed by Patty Penton that a cat belonging to Tracy Collins was roaming at large, in violation of City Ordinance 10-101, and that the cat belonging to Ms. Collins had attacked and injured an older cat owned by Ms. Penton. Testimony revealed that the cat belonging to Ms. Penton was on her property at the time he was injured. Ms. Penton called the White House Police Department. Office Tommy Eisenbraun responded. The Police Report of Officer Eisenbraun, which included his narrative, was entered into evidence. The Court notes that Police Reports are not admissible, but there was no objection to the Court reviewing this Police Report by Ms. Collins. The report states that Ms. Penton told the officer that she and her son saw Ms. Collins cat attack Ms. Penton's cat. Ms. Penton is asking that Ms. Collins be Ordered to pay the veterinary bill of \$363.25 necessary to repair the wound on her cat's ear.

The City of White House no longer employs an animal control officer, so there was no credible evidence offered on the number of citations issued regarding cats running at large. The Court cannot remember a single other case regarding someone violating Ordinance 10-101 for a cat running at large.

In 2006, the Tennessee Court of Appeals considered the matter of **McElroy v. Carter**, 2006 Tenn. Court App. LEXIS 635. In that case, arising in Sumner County, the Plaintiff, Mr. McElroy, shot and killed the cat belonging to the Carters, claiming he had seen the cat crawl out from under a cover on a restored 1950 Chevy Truck. The Carters sued for recovery of the veterinary bill of \$372.00 and McElroy counter sued for the damage to his truck. The trial judge awarded damages to both parties. However, the Court of Appeals vacated the judgment for the damage to McElroy's truck, ruling that the evidence was not clear on if the Carter's cat had inflicted the damage. The Court upheld the damage award to the Carters for their vet bills, as Mr. McElroy admitted he had shot the Carters cat, who ultimately died.

In analyzing this case, the Court of Appeals pointed out that there is a specific state law regarding dogs running at large, T.C.A. § 44-8-408. This is one of several laws on the books that prohibit large animals, who could cause damage to person or property, from running at large.

Not finding any statute regarding cats running at large, the Appellate Court looked for such a prohibition in common law, and could find none. In fact, the Court quoted the Restatement (Second) of Torts, which addressed the issue of cats by noting "*There are certain domestic animals so unlikely to do harm if left to themselves and so incapable of constant control if the purpose for which it is proper to keep them is to be satisfied, that they have traditionally been permitted to run at large. This class includes . . . cats.*" RESTATEMENT (SECOND) OF TORTS § 518 cmt. j. See McElroy v. Carter, 2006 Tenn. App. LEXIS 635 at *13.

In denying McElroy's claim, the court reasoned that the case sounded in Tort as a basic negligence claim, and that McElroy had failed to establish that the Carters had a duty of care to McElroy from a wandering cat because it was not foreseeable that the cat would engage in activity that would have damaged his truck.

While the City of White House has an ordinance stating that no animals are allowed to run at large, this Court declines to apply that ordinance to the present case. The Court finds the opinion of the Court of Appeals in *McElroy v. Carter* to be a reasoned and sensible approach to the matter of cats running at large.

Specifically, this Court finds that it was not foreseeable that Ms. Collins cat would do anything to injure Ms. Penton's cat, as there was no testimony that the Collins cat had been violent in any way toward the Penton cat in the past.

More generally, this Court declines to apply City Ordinance 10-101 to the behavior of cats running at large because there is no comparable state statute that bans cats running at large. Without specific language in the Ordinance regarding cats, this Court is uncomfortable issuing an Order that would require all cat owners in the City of White House to restrain their cats from running at large. For one thing, it is the nature of cats to roam, and an Order from this Court will not change the basic nature of cats. Second, such an Order would place an unreasonable burden on the City Police Department to enforce such an interpretation of the Ordinance.

The case against the Defendant is dismissed. Recognizing that the Plaintiff brought this matter in good faith, the Court declines to assess costs against either party.

ENTERED THIS 30TH DAY OF SEPTEMBER, 2014.

Joseph Zanger, Municipal Judge

ORDINANCE 14-26

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 10, CHAPTER 1 IN GENERAL AND CHAPTER 2 DOGS.

WHEREAS, the Board of Mayor and Aldermen desire to update the Municipal Code regarding animal control and dogs;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Mayor and Aldermen that the White House Municipal Code Title 10, Chapter 1 In General and Chapter 2 Dogs be revised from the Municipal Code as follows:

ARTICLE X: ANIMAL CONTROL
CHAPTER 1: In General
SECTIONS: Multiple sections edited and chapter re-numbered

10-101. Running at large prohibited. It shall be unlawful for any person owning or being in charge of any dogs, ~~eats~~, cows, swine, sheep, horses, mules, goats, or any chickens, ducks, geese, turkeys, or other domestic fowl, cattle, or livestock, knowingly or negligently to permit any of them to run at large in any street, alley, or unenclosed lot within the corporate limits.

~~10-102. Keeping near a residence or business restricted. No person shall keep any animal or fowl enumerated in the preceding section within one thousand (1,000) feet of any residence, place of business, or public street, without a permit from the health officer. The health officer shall issue a permit only when in his sound judgment the keeping of such an animal in a yard or building under the circumstances as set forth in the application for the permit will not injuriously affect the public health.~~

10-103 102. Pen or enclosure to be kept clean.

10-104 103. Adequate food, water, and shelter, etc., to be provided.

10-105 104. Keeping in such manner as to become a nuisance prohibited.

10-106 105. Cruel treatment prohibited.

10-107 106. Seizure and disposition of animals. Any animal or fowl found running at large or otherwise being kept in violation of this chapter may be seized by ~~the health officer~~ an animal control officer or by any police officer and confined in a pound provided or designated by the board of mayor and aldermen. If the owner is known he shall be given notice in person, by telephone, or by a postcard addressed to his last-known mailing address. If the owner is not known or cannot be located, a notice describing the impounded animal or fowl will be posted in at least three (3) public places within the corporate limits. In either case the notice shall state that the impounded animal or fowl must be claimed within five (5) days by paying the pound costs or the same will be humanely destroyed or sold. If not claimed by the owner, the animal or fowl shall be sold or humanely destroyed, or it may otherwise be disposed of as authorized by the board of mayor and aldermen.

The pound keeper shall collect from each person claiming an impounded animal or fowl reasonable fees, in accordance with a schedule approved by the board of mayor and aldermen, to cover the costs of impoundment and maintenance.

10-108 107. Inspections of premises. For the purpose of making inspections to insure compliance with the provisions of this chapter, ~~the health officer~~ an animal control officer, or ~~his authorized representative a police officer~~, shall be authorized to enter, at any reasonable time, any premises where he has reasonable cause to believe an animal or fowl is being kept in violation of this chapter.

10-109 108. Duty of the court.

10-110 109. Improper care prohibited.

ARTICLE X: ANIMAL CONTROL
CHAPTER 2: Dogs
SECTIONS: Amending sections 10-206 and 10-207

10-206. Confinement of dogs suspected of being rabid. If any dog has bitten any person or is suspected of having bitten any person or is for reason suspected of being infected with rabies, ~~the health officer the~~ animal control officer or chief of police may cause such dog to be confined or isolated for such time as he reasonably deems necessary to determine if such dog is rabid.

10-207. Seizure and disposition of dogs. Any dog found running at large may be seized by the ~~health~~ animal control officer or any police officer and placed in a pound provided or designated by the board of mayor and aldermen. If said dog is wearing a tag the owner shall be notified in person, by telephone, or by a postcard addressed to his last-known mailing address to appear within five (5) days and redeem his dog by paying a reasonable pound fee, to be fixed by the pound keeper, or the dog will be humanely destroyed or sold. If said dog is not wearing a tag it shall be humanely destroyed or sold unless legally claimed by the owner within two (2) days. No dog shall be released in any event from the pound unless or until such dog has been vaccinated and had a tag evidencing such vaccination placed on its collar. When, because of its viciousness or apparent infection with rabies, a dog found running at large cannot be safely impounded it may be summarily destroyed by the ~~health~~ animal control officer or any policeman.¹

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

First Reading: November 20, 2014

Second Reading: December 18, 2014

ATTEST:

Michael Arnold, Mayor

Kerry Harville, City Recorder

November 12, 2014

MEMORANDUM

To: Board of Mayor and Aldermen
From: Gerald Herman, City Administrator
Re: Ordinance 14-27

On Tuesday, November 4, 2014, the citizens of White House voted in favor of allowing package liquor stores within city limits. Ordinance 14-27 includes all requested edits that were addressed during the Board of Mayor and Aldermen Study Session on September 18, 2014. In addition, it has been reviewed a second time by the City attorney. I recommend that the Board of Mayor and Aldermen approve this ordinance.

In December, if Ordinance 14-27 passes there will be an agenda item to approve or reject a package liquor store application. In addition, I will ask that you approve or reject a deadline for all package liquor store applications. The timeline I propose is as follows:

- Applications available: Monday, January 5, 2015
- Deadline for applications: Thursday, February 12, 2015 at 5:15 pm
- Study session to review applications: Thursday, February 26, 2015 at 3:00 pm
- Approval of applicants by Board of Mayor and Aldermen at the regularly scheduled Board of Mayor and Aldermen meeting on Thursday, March 19, 2015

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

ORDINANCE 14-27

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE MUNICIPAL CODE TITLE 8 ALCOHOLIC BEVERAGES.

WHEREAS, the Board of Mayor and Aldermen desire to update the Municipal Code regarding alcoholic beverages;

WHEREAS, the citizens of White House voted in referendum on November 4, 2014, to permit retail package stores to sell alcoholic beverages in White House;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Mayor and Aldermen that the White House Municipal Code Title 8, be revised as follows:

ARTICLE VIII: ALCOHOLIC BEVERAGES

CHAPTER 1: INTOXICATING LIQUORS – ON PREMISE CONSUMPTION

ARTICLE VIII: ALCOHOLIC BEVERAGES

CHAPTER 3: PACKAGE LIQUOR STORES

Section 8-301. Alcoholic beverages subject to regulation. It shall be unlawful to engage in the business of selling, storing, transporting, distributing, or to purchase or possess alcoholic beverages within the corporate limits of this municipality except as provided by Tennessee Code Annotated, title 57, by rules and regulations promulgated thereunder, and as provided in this chapter.

Section 8-302. Definitions. Whenever used herein unless the context requires otherwise:

(1) "Alcoholic beverage" or "beverage" means and includes alcohol, spirits, liquor, wine and every liquid containing alcohol, spirits, wine and capable of being consumed by a human being, other than patented medicine, beer, or wine, where the latter two (2) contain an alcoholic content of five per cent (5%) by weight, or less.

(2) "License" means the license issued herein and "licensee" means any person to whom such license has been issued.

(3) "Retailer" means any person who sells at retail any beverage for the sale of which a license is required under the provisions herein.

(4) "Retail sale" or "sale at retail" means a sale to a consumer or to any person for any purpose other than for resale.

(5) "Manufacturer" means and includes distiller, vintner and rectifier. "Manufacture" means and includes distilling, rectifying and operating a winery.

(6) "Wholesale sale" or "sale at wholesale" means a sale to any person for purposes of resale.

(7) "Wholesaler" means any person who sells at wholesale beverage for the sale of which a license is required under the provisions of Tennessee Code Annotated, §§ 57-3-101--57-3-110.

(8) Words importing the masculine gender shall include the feminine and the neuter, and singular shall include the plural.

(9) The term "federal license" as used herein shall not mean tax receipt or permit.

Section 8-303. License required.

(1) Before any person or other legal entity (the "Applicant") shall receive a license for the establishment of a retail liquor store, the Applicant shall make application for a license for a specific location and be granted such license for such specific location by the Board of Mayor and Aldermen as required by Tennessee Code Annotated §57-3-208. When the applicant which intends to obtain a liquor license is a legal entity owned, directly or indirectly, by a combination of persons and/or entities, the group of persons owning an interest, directly or indirectly, in the Applicant is referred to herein as the "Applicant Group". The application for the license shall be filed with the City Recorder along with a \$250.00 application fee giving the following information:

(a) The name, date of birth and street address of each person to have an interest, direct or indirect, in the retail liquor store as an owner, partner, stockholder or otherwise. In the event that a corporation, partnership, limited liability company or other legally recognized entity is an Applicant or member of an Applicant Group, each person with an interest therein must be disclosed and must provide the information herein required by the City;

(b) The name of the retail liquor store proposed;

(c) The address of the retail liquor store proposed and its zoning designation;

(d) Number of years Applicant and persons in Applicant Group have been residents of the state of Tennessee;

(e) The name of the licensee and the address of other retail liquor stores in which an ownership interest is held by the applicant or any member of the applicant Group identifying the Applicant or group member holding each interest;

(f) Occupation or business and name and location of such business, of Applicant and persons in Applicant Group and length of time engaged in such occupation or business;

(g) Whether or not the Applicant or any persons in the Applicant Group has been convicted within the ten (10) year period immediately preceding the date of the application of any violation of any State or federal law or of any violation of any municipal ordinance (with the exception of minor traffic violations such as speeding or traffic signal violations, but not excepting alcohol related violations), and, if so, provide the details of such violation (i.e., charging entity, citation to and copy of law convicted of violating, copy of charge, etc.);

(h) If employed, the name and address of the employer;

(i) The name and address of the owner of the real property of the proposed location, together with a letter from such owner affirming either (i) that the parties have reached a written agreement on the terms of a lease, or (ii) that the parties have reached a written agreement on the terms of a sale of the premises to the Applicant;

(j) The name of any person who will have any interest, direct or indirect, in the business of the Applicant or in the profits thereof, and the nature and character thereof, and whether the person holds a wholesale or retail liquor license;

(k) The identity of the applicant(s) who will be in actual charge of the day-to-day operation of the business, and a certification that that individual has not been convicted of a felony within a ten (10) year period immediately preceding the date of the application, and if the Applicant is a corporation the identity of the officer or employee who will be in actual charge of the day-to-day operations of the business and that such officer or employee has not been convicted of a felony within a ten (10) year period immediately preceding the date of the application;

(l) A statement that the persons receiving the requested license to the best of their knowledge if awarded the license could comply with all the requirements for obtaining the required licenses under State law and the provisions of this chapter for the operation of retail liquor stores in the City.

(2) Further documentation

(a) A written certification by the Applicant that the premises of the proposed retail liquor store are in full and complete compliance with the distance requirements of this Chapter; and, that the Applicant has taken steps to verify compliance with the distance requirements. To the extent that the Applicant has documentation of such verification, or the process of verification, then Applicant shall submit such documentation with the application.

(b) In the case where the Applicant is a partnership, the application shall be accompanied by a copy of the partnership agreement and an indication of who are general partners and who are limited partners, if any, and for each partner the profit sharing percentage in the partnership;

(c) In the case where the Applicant is a corporation or limited liability company, the application shall be accompanied by a copy of the corporate charter or the operating agreement and a list of shareholders/members with their ownership percentage, a list of officers/managers and a list of names and addresses of directors.

(3) Signature. The application shall be signed and verified by each person to have any interest in the retail liquor store either as an owner, partner, stockholder or otherwise.

(4) Misrepresentation-concealment of fact-duty to amend. If any Applicant, member of an Applicant Group, or licensee either intentionally or innocently misrepresents or conceals any material fact in any application form or as to any other information required to be disclosed by this chapter, such Applicant, member of an applicant Group or licensee shall be deemed to have violated the provisions of this chapter and his or her application may be disregarded or his or her license restricted or revoked as deemed appropriate by the Board. In addition, if an application submitted does not contain the information required by this Chapter, it will not be deemed filed until all information has been submitted in writing. It shall be the duty of the Applicant to determine and submit the information required.

(5) In issuing the required license for the licensing of liquor stores in the City permitted by this Chapter, the Board will consider all applications filed before a closing date to be fixed by it and select from such applications the persons deemed by it in its sole discretion to have qualifications required by law and the most suitable circumstances and location in consideration of the health, safety and welfare of the citizens of the City for the lawful operation of liquor stores without regard to the order of time in which the applications are filed. Such persons and only such persons so selected shall receive licenses issued by the City.

Section 8-304. Limitations on issuance of licenses. (1) No license shall be granted for the operation of a retail store for the sale of alcoholic beverages when, in the opinion of the board of Mayor and Aldermen, expressed by a majority thereof, the carrying on of such business at the premises covered by the application for a license would be closer than 150 feet as measured from the main and principal front entrance of such business at such premises of licensee to the main and principal front entrance of a church, school, or library; a retailer's license issued under this chapter shall not be valid except at the premises recited in the application, and any change of location of said business shall be cause for immediate revocation of said, unless the location is approved by a majority of the Board of Mayor and Aldermen.

(2) Pursuant to the authority contained in the Tennessee Code Annotated § 57-3-406, no retail license shall be issued to any applicant for a new location that is within one thousand five hundred feet (1,500') of an existing operating establishment holding a license issued.

(3) No license shall be granted for the operation of a retail store for the sale of alcoholic beverages in a building structure that provides less than 1,250 square feet of retail floor space.

(4) No license shall be granted for the operation of a retail store for the sale of alcoholic beverages on property not properly zoned for such use according to the White House Zoning Ordinance.

Section 8-305. Limitations on number of licenses. No more than two licenses for the sale of alcoholic beverages shall be issued until such time the official census of the City's population is equal to or greater than 24,000. Thereafter, no more than one license for each 12,000 population for the sale of alcoholic beverages shall be issued under this chapter. Further, that the population limitations and restrictions as provided for above shall not be decreased unless, first, a public notice of such proposed change is published at least one (1) time fifteen (15) days before the first reading on such proposed amendment.

Section 8-306. Bond of licenses. Bonds required herein shall be executed by a surety company, duly authorized and qualified to do business in Tennessee; bonds of retailers shall be two thousand five hundred dollars (\$2,500.00). Said bond shall be conditioned that the principal thereof shall pay any fine which may be assessed against such principal.

Section 8-307. Retailer's license. (1) No retailer shall be a person who has been convicted of a felony involving moral turpitude, within ten (10) years prior to the time he or the concern with which he is connected shall receive a license; provided, however, that this provision shall not apply to any person who has been so convicted, but whose rights of citizenship have been restored or judgment of infamy has been removed by a court of competent jurisdiction; and in the case of any such conviction occurring after a license has been issued and received, the said license shall immediately be revoked, if such convicted felon be an individual licensee, and if not, the

partnership, corporation or association with which he is connected shall immediately discharge him.

(2) No license shall under any condition be issued to any person who, within ten (10) years preceding application for such license or permit shall have been convicted of any offense under the laws of the State of Tennessee or of any other state or of the United States prohibiting or regulating the sale, possession, transportation, storing, manufacturing, or otherwise handling intoxicating liquors or who has, during said period, been engaged in business alone or with others, in violation of any of said laws or rules and regulations promulgated pursuant thereto. Any conviction of such offense could be reason for revocation of license.

(3) It shall be unlawful for any person to have ownership in, or participate, either directly or indirectly, in the profits of any retail business licensed, unless his interest in said business and the nature, extent and character thereof shall appear on the application; or if the interest is acquired after the issuance of a license, unless it shall be fully disclosed and approved by the majority of the Board of Mayor and Aldermen. Where such interests is owned by such person on or before the application for any license, the burden shall be upon such person to see that this section is fully complied with, whether he, himself, signs or prepares the application, or whether the same is prepared by another; or if said interest is acquired after the issuance of the license, the burden of said disclosure of the acquisition of such interest shall be upon the seller and the purchaser.

(4) No retailer, or any employee thereof, engaged in the sale of alcoholic beverages shall be a person under the age of eighteen (18) years, and it shall be unlawful for any retailer to employ any person under eighteen (18) years of age for the physical storage, sale, or distribution of alcoholic beverages, or to permit any such person under said age on its place of business to engage in the storage, sale or distribution of alcoholic beverages.

(5) No retailer shall employ in the storage, sale or distribution of alcoholic beverages, any person who, within ten (10) years prior to the date of his employment, shall have been convicted of a felony involving moral turpitude, and in case an employee should be so convicted, he shall immediately be discharged; provided, however, that this provision shall not apply to any person who has been so convicted but whose rights of citizenship have been restored, or judgment of infamy has been removed by a court of competent jurisdiction.

(6) The issuance of a license does not vest a property right in the licensee, but is a privilege subject to revocation or suspension according to this chapter.

(7) Misrepresentation of a material fact, or concealment of a material fact required to be shown in application for license shall be a violation of this chapter.

Section 8-308. Display of license. Persons granted a license to carry on the business or undertaking contemplated therein shall, before being qualified to do business, display and post, and keep displayed and posted, in the most conspicuous place in their premises, such license.

Section 8-309. Transfer of licenses restricted. The holder of a license may not sell, assign or transfer such license to any other person unless same is approved by a majority of the board of mayor and aldermen and the state commissioner and said license shall be good and valid only for the calendar year in which the same was issued. Provided, however, that licensees who are serving in the military force of the United States in the time of war may appoint an agent to operate under the license of the licensee during the absence of the licensee. In such instances, the license shall continue to be carried and renewed in the name of the owner. The agent of the licensee shall conform to all the requirements of a licensee. No person who is ineligible to obtain a license shall be eligible to serve as the agent of a licensee under this section.

Section 8-310. Expiration date of license. Licenses issued under this chapter shall expire at the end of each calendar year and, subject to the provisions of this chapter, may be renewed with a \$250.00 renewal fee by February 1st of each calendar year.

Section 8-311. Federal license; effect of. The possession of any federal license to sell alcoholic beverages without the corresponding requisite state license, shall in all cases be prima facie evidence that the holder of such federal license is selling alcoholic beverages in violation of the terms of this chapter.

Section 8-312. Inspection fee. There is hereby levied and imposed an inspection fee of five per cent (5%) on all gross purchases of alcoholic beverages made by licensee under this chapter. The payment of said fee shall be accompanied by copies of all billings made to the licensee by all wholesalers or distributors for said calendar month on a form, prescribed by the finance director. Failure to pay said fee and make said report accurately within the time prescribed, at the sole discretion of the board of mayor and aldermen, be cause for revocation of said license.

Section 8-313. Regulations for purchase and sale of intoxicating liquors.

(1) It shall be unlawful for any person in this city to buy any alcoholic beverages herein defined from any person who does not hold the appropriate license under this chapter authorizing the sale of said beverages to him.

(2) No retailer shall purchase any alcoholic beverages from anyone other than a license wholesaler, nor shall any wholesaler sell any alcoholic beverages to anyone other than a licensed retailer.

(3) No alcoholic beverages shall be sold for consumption inside the establishment of a retail liquor store.

(4) The sale and delivery of alcoholic beverages shall be confined to the inside of the retail establishment of the licensee, and curb services is not permitted.

Section 8-314. Solicitation. No holder of a license issued shall employ any canvasser or solicitor for the purpose of receiving an order from a consumer for any alcoholic beverages at the residence or places of business of such consumer, nor shall any such license receive or accept any such order which shall have been solicited or received at the residence or place of business of such consumer. This paragraph shall not be construed so as to prohibit the solicitation by a state licensed wholesaler of an order from any licensed retailer at the licensed premises.

Section 8-315. Regulation of retail sales. (1) No retailer shall hold more than fifty percent (50%) of the licenses authorized for issuance in this municipality.

(2) No retailer shall sell, lend or give away any alcoholic beverages to any person who is known to be insane or mentally defective, or to any person who is visibly intoxicated, or to any person who is known to habitually drink alcoholic beverages to excess, or to any person who is known to be a habitual user of narcotics or other habit forming drugs.

(3) No retailer shall sell, lend or give away any alcoholic beverages to a person under twenty-one (21) years of age.

(4) Pursuant to the authority contained in the Tennessee Code Annotated § 57-3-406, no retailer shall sell or give away any alcoholic beverage between eleven o'clock p.m. (11:00 p.m.) on Saturday and eight o'clock a.m. (8:00 a.m.) on Monday of each week. No retail store shall sell, give away or otherwise dispense alcoholic beverages except between the hours of eight o'clock a.m. (8:00 a.m.) and eleven o'clock p.m. (11:00 p.m.) on Monday through Saturday. The store may not be open to the general public except during regular business hours. Likewise, all retail liquor stores shall be closed for business on Thanksgiving Day and Christmas Day.

(5) Pursuant to the authority contained in the Tennessee Code Annotated § 57-3-406, no retailer shall sell or give away any alcoholic beverages on the following holidays: Christmas, Thanksgiving, Labor Day, New Year's Day and the Fourth of July.

(6) No retailer of alcoholic beverages shall keep or permit to be kept upon the licensed premises any alcoholic beverages in any unsealed bottles or other unsealed containers.

(7) No retailer as herein defined shall own, store or possess upon the licensed premises any unstamped merchandise required by the laws of Tennessee to have affixed thereto revenue stamps of said state.

Section 8-316. Failure to pay inspection fee. Whenever any person licensed hereunder fails to account for or pay over to the finance director any inspection fee, or defaults in any of the conditions of his bond, the finance director shall report the same to the city attorney who shall immediately institute the necessary action for the recovery of any such inspection fee.

Section 8-317. Inspection of books, etc. The finance director is authorized to examine the books, papers and records of any dealer for the purpose of determining whether the provisions of this chapter are being complied with. The refusal to permit the examination of any such books, papers, and records, or the investigation and examination of such premises, shall constitute, sufficient reason for the revocation of a license or the refusal to issue a license.

Section 8-318. Violation and penalty. Any violation of the terms of this chapter shall be punishable by a fine of not more two thousand five hundred dollars (\$2,500.00); and in the discretion of the board of mayor and aldermen may be cause for revocation of said license.

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

First Reading: November 20, 2014

Second Reading: December 18, 2014

ATTEST:

Michael Arnold, Mayor

Kerry Harville, City Recorder

November 12, 2014

MEMORANDUM

To: Board of Mayor and Aldermen
From: Gerald Herman, City Administrator
Re: Ordinance 14-28

On Tuesday, January 7, 2014, you all attended a Board of Mayor and Aldermen Study Session and discussed the need to create a stormwater ordinance. A Stormwater Committee was formed following the study session to begin the process of creating an ordinance. The committee included the City Engineer, Public Service Director, Planning and Codes Director, Finance Director, and City Administrator.

Ordinance 14-28 was created by the committee and has been reviewed by MTAS, TDEC, and the City attorney. I recommend that the Board of Mayor and Aldermen pass this ordinance.

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

ORDINANCE 14-28

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, TO ESTABLISH TITLE 20 STORMWATER, AND TO DECLARE THIS ORDINANCE'S RELEVANCE TO SECTION 4-105 OF ARTICLE 4 OF THE ZONING ORDINANCE, AND RENUMBER THE CURRENT TITLE 20 MISCELLANEOUS AS TITLE 21.

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of White House, Tennessee the Board of Mayor and Aldermen is authorized to prescribe regulations and standards that encourage and advance the quality of life within the City; and

WHEREAS, in the legislative judgment of the Board of Mayor and Aldermen the Board has found that ordinances and policies that regulate land use, guide the maintenance of the City's infrastructure, and deliver essential services must be dynamic and modified from time to time to reflect changes in best practices, model codes, land and labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the Board of Mayor and Aldermen has decided to create a separate title in the White House Municipal Code for the purpose of managing stormwater within the City, entitled Title 20 – Stormwater; and

WHEREAS, currently the regulations for managing stormwater within the City are primarily included in the Subdivision Regulations, Article 4 – **Requirements for Improvements, Reservations, and Designs** as Section 4-106; and

WHEREAS, with the creation of Title 20 Stormwater it is necessary to declare paramount the regulations in Title 20 for all developments in the municipality at-large for managing stormwater within the City and not within the Section 4-106 of the White House Subdivision Regulations, and any such discrepancy between the two regulations shall be as defined in this ordinance which is the more strict of the two; and

WHEREAS, with the creation of Title 20 Stormwater it is necessary to rename the current Title 20 – Miscellaneous to Title 21.

TITLE 20
STORMWATER

CHAPTER

1. STORMWATER MANAGEMENT.
2. STORMWATER UTILITY.
3. STORMWATER ADVISORY BOARD.

CHAPTER 1

STORMWATER MANAGEMENT

SECTION

- 20-101. General provisions.
- 20-102. Jurisdiction.
- 20-103. Definitions.
- 20-104. Waivers.
- 20-105. Stormwater system design: Construction and Permanent stormwater management.
- 20-106. Permanent stormwater management: operation, maintenance, and inspection.
- 20-107. Existing locations and ongoing developments.
- 20-108. Illicit discharges.
- 20-109. Enforcement.
- 20-110. Penalties.
- 20-111. Appeals.

20-101. General provisions.

- (1) Purpose. It is the purpose of this chapter to:
 - (a) Protect, maintain, and enhance the environment of the City and the public health, safety and the general welfare of the citizens of the City, by controlling discharges of pollutants to the City's stormwater system and to maintain and improve the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the City;
 - (b) Enable the City to comply with the National Pollution Discharge Elimination System permit (NPDES) and applicable regulations, 40 CFR 122.26 for stormwater discharges;
 - (c) Allow the City to exercise the powers granted in Tennessee Code Annotated § 68-221-1105, which provides that, among other powers cities have with respect to stormwater facilities, is the power by ordinance or resolution to:
 - (i) Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the City, whether or not owned and operated by the City;
 - (ii) Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of fees for services and permits;
 - (iii) Establish standards to regulate the quantity of stormwater discharged and to regulate stormwater contaminants as may be necessary to protect water quality;
 - (iv) Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;
 - (v) Issue permits for stormwater discharges, or for the construction, alteration, extension, or repair of stormwater facilities;
 - (vi) Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;
 - (vii) Regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated; and
 - (viii) Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.
- (2) Administering entity. The City's Public Services Director shall administer the provisions of this chapter.
- (3) Stormwater management ordinance. The intended purpose of this ordinance is to safeguard property and public welfare by regulating stormwater drainage and requiring temporary and permanent provisions for its control. It should be used as a planning and engineering implement to facilitate the necessary control of stormwater.

20-102. Jurisdiction.

- (1) The Stormwater Management Ordinance (Title 20) shall govern all properties within the corporate limits of the City of White House, Tennessee.
- (2) Exemptions from article. The following Development activities shall be exempt from the provisions of this chapter and requirements of providing Stormwater management:
 - (a) Agricultural land management activities.
 - (b) Additions or modifications to existing detached single-family dwellings that disturb less than 5,000 square feet of additional land use.
 - (c) Developments that do not disturb more than 5,000 square feet of land use. This exception may not be applied for contiguous properties that may have been subdivided and/or are attributed to multiple separate owners. This exemption does not apply to any discharge of sediment or other form of water pollution that may leave a small site.

20-103. Definitions. For the purpose of this chapter, the following definitions shall apply: Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word “shall” is mandatory and not discretionary. The word “may” is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster’s Dictionary.

- (1) “Active Channel” means the portion of the stream Channel that is subject to frequent flows (approximately once every two (2) years) and the portion of the Channel below the Floodway.
- (2) “Active Construction Sites” means any Site that has a permit for Grading or other activities (even if actual construction is not proceeding) and any Site where construction is occurring regardless of permits required.
- (3) “Administrative or Civil Penalties.” Under the authority provided in Tennessee Code Annotated § 68-221-1106, the City declares that any person violating the provisions of this chapter may be assessed a civil penalty by the City of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.
- (4) “As-built plans” means drawings depicting conditions as they were actually constructed.
- (5) “Base Flood” means the Flood having a one percent (1%) chance of being equaled or exceeded in any given year. While this statistical event may occur more frequently, it may also be known as the “100-Year Flood Event.”
- (6) “Best Management Practices” (“BMP’s”) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the state. BMP’s also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
- (7) “Borrow Pit” is an excavation from which erodible material (typically soil) is removed to be fill for another site. There is no processing or separation of erodible material conducted at the site. Given the nature of activity and pollutants present at such excavation, a borrow pit is considered a construction activity for the purpose of this permit.
- (8) “Buffer Zone” means a setback from the top of a watercourse’s bank of undisturbed vegetation, including trees, shrubs and herbaceous vegetation; enhanced or restored vegetation; or the re-establishment of native vegetation bordering streams, ponds, wetlands, springs, reservoirs or lakes, which exists or is established to protect those water bodies. The goal of the water quality buffer is to preserve undisturbed vegetation that is native to the watercourse habitat in the area of the project. Vegetated, preferably native, water quality buffers protect water bodies by providing structural integrity and canopy cover, as well as stormwater infiltration, filtration and evapotranspiration. Buffer width depends on the size of a drainage area. Streams or other waters with drainage areas less than 1 square mile will require buffer widths of 30 feet minimum. Streams or other waters with drainage areas greater than 1 square mile will require buffer widths of 60 feet minimum. The 60-foot criterion for the width of the buffer zone can be established on an average width basis at a project, as long as the minimum width of the buffer zone is more than 30 feet at any measured location. Every attempt should be made for development and redevelopment activities not to take place within the buffer zone. A determination that water quality buffer widths cannot be met on site may not be based solely on the difficulty or cost of implementing measures, but must include multiple criteria, such as: type of project, existing land use and physical conditions that preclude use of these practices.
- (9) “Buffer Zone Requirements”
 - (a) “Construction” applies to all watercourses adjacent to construction sites, with an exception for streams designated as impaired or Exceptional Tennessee waters, as designated by the Tennessee Department of Environment and Conservation. A 30-foot natural riparian buffer zone adjacent to all jurisdictional water features at the construction site shall be preserved, to the maximum extent practicable, during construction activities at the site. The water quality buffer zone is required to protect waters of the state located within or immediately adjacent to the boundaries of the project, as identified using methodology from Standard Operating Procedures for Hydrologic Determinations (see rules to implement a certification program for Qualified Hydrologic Professionals, TN Rules Chapter 0400-40-

- 17). Buffer zones are not primary sediment control measures and should not be relied on as such. Rehabilitation and enhancement of a natural buffer zone is allowed, if necessary, for improvement of its effectiveness of protection of the waters of the state. The buffer zone requirement only applies to new construction sites. The riparian buffer zone should be preserved between the top of stream bank and the disturbed construction area. The 30-foot criterion for the width of the buffer zone can be established on an average width basis at a project, as long as the minimum width of the buffer zone is more than 15 feet at any measured location.
- (b) Buffer zone requirements for discharges into impaired or exceptional waters:
- A 60-foot natural riparian buffer zone adjacent to the receiving stream designated as impaired or exceptional waters shall be preserved, to the maximum extent practicable, during construction activities at the site. The water quality buffer zone is required to protect waters of the state (e.g., perennial and intermittent streams, rivers, lakes, wetlands) located within or immediately adjacent to the boundaries of the project, as identified on a 7.5-minute USGS quadrangle map, or as determined by the director. Buffer zones are not sediment control measures and should not be relied upon as primary sediment control measures. Rehabilitation and enhancement of a natural buffer zone is allowed, if necessary, for improvement of its effectiveness of protection of the waters of the state. The buffer zone requirement only applies to new construction sites. The riparian buffer zone should be established between the top of stream bank and the disturbed construction area. The 60-foot criterion for the width of the buffer zone can be established on an average width basis at a project, as long as the minimum width of the buffer zone is more than 25 feet at any measured location.
- (c) “Permanent” new development and significant redevelopment sites are required to preserve water quality buffers along waters within the MS4. Buffers shall be clearly marked on site development plans, Grading Permit applications, and/or concept plans. Buffer width depends on the size of a drainage area. Streams or other waters with drainage areas less than 1 square mile will require buffer widths of 30 feet minimum. Streams or other waters with drainage areas greater than 1 square mile will require buffer widths of 60 feet minimum. The 60-foot criterion for the width of the buffer zone can be established on an average width basis at a project, as long as the minimum width of the buffer zone is more than 30 feet at any measured location.
- (10) “Channel” means a natural or artificial watercourse with a definite bed and banks that conducts flowing water continuously or periodically.
- (11) “Common plan of development or sale” is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.
- (12) “Contaminant” means any physical, chemical, biological, or radiological substance or matter in water.
- (13) “Design storm event” means a hypothetical storm event, of a given frequency interval and duration, used in the analysis and design of a stormwater facility. The estimated design rainfall amounts, for any return period interval (i.e., 2-yr, 5-yr, 25-yr, etc.,) in terms of either 24-hour depths or intensities for any duration, can be found by accessing the following NOAA National Weather Service Atlas 14 data for Tennessee: http://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=tn. Other data sources may be acceptable with prior written approval by the City Engineer.
- (14) “Discharge” means dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means including any direct or indirect entry of any solid or liquid matter into the municipal separate storm sewer system.
- (15) “Easement” means an acquired privilege or right of use or enjoyment that a person, party, firm, corporation, City or other legal entity has in the land of another.

- (16) "Erosion" means the removal of soil particles by the action of water, wind, ice or other geological agents, whether naturally occurring or acting in conjunction with or promoted by human activities or effects.
- (17) "Erosion prevention and sediment control plan (EPSCP)" means a written plan (including drawings or other graphic representations) that is designed to minimize the erosion and sediment runoff at a site during construction activities.
- (18) "Flood or Flooding" means water from a river, stream, watercourse, lake, or other body of standing water that temporarily overflows and inundates adjacent lands and which may affect other lands and activities through increased surface water levels and/or increased groundwater level.
- (19) "Floodplain" means the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by Floodwater. For purposes of this Title, the Floodplain is defined as the 100-year Floodplain having a one percent (1%) chance of being equaled or exceeded in any given year.
- (20) "Floodway" means that portion of the stream Channel and adjacent Floodplain required for the passage or conveyance of a 100-year Flood discharge. The Floodway boundaries are placed to limit encroachment in the Floodplain so that a discharge can be conveyed through the Floodplain without materially increasing (less than one (1) foot) the water surface elevation at any point and without producing hazardous velocities or conditions. This is the area of significant depths and velocities and due consideration should be given to effects of Fill, loss of cross sectional flow area, and resulting increased water surface elevations.
- (21) "Floodway Fringe" means that portion of the Floodplain lying outside the Floodway.
- (22) "Hotspot" means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. The following land uses and activities are deemed stormwater hot spots, but that term is not limited to only these land uses:
 - (a) vehicle salvage yards and recycling facilities
 - (b) vehicle service and maintenance facilities
 - (c) vehicle and equipment cleaning facilities
 - (d) fleet storage areas (bus, truck, etc.)
 - (e) industrial sites (included on Standard Industrial Classification code list)
 - (f) marinas (service and maintenance)
 - (g) public services storage areas
 - (h) facilities that generate or store hazardous waste materials
 - (i) commercial container nursery
 - (j) restaurants and food service facilities
 - (k) other land uses and activities as designated by an appropriate review authority
- (23) "Illicit connections" means illegal and/or unauthorized connections to the municipal separate stormwater system whether or not such connections result in discharges into that system.
- (24) "Illicit discharge" means any discharge to the municipal separate storm sewer system that is not composed entirely of stormwater and not specifically exempted under §20-108(2).
- (25) "Impervious Surface" means a term applied to any ground or structural surface that water cannot penetrate or through which water penetrates with great difficulty.
- (26) "Improved sinkhole" is a natural surface depression that has been altered in order to direct fluids into the hole opening. An Improved sinkhole is a type of injection well regulated under TDEC's Underground Injection Control (UIC) program. Underground injection constitutes an intentional disposal of waste waters in natural depressions, open fractures, and crevices (such as those commonly associated with weathering of limestone).

- (27) “Inspector” An inspector is a person that has successfully completed (has a valid certification from) the “Fundamentals of Erosion Prevention and Sediment Control Level I” course or equivalent course. An inspector performs and documents the required inspections, paying particular attention to time-sensitive permit requirements such as stabilization and maintenance activities. An inspector may also have the following responsibilities:
- (a) oversee the requirements of other construction-related permits, such as Aquatic Resources Alteration Permit (ARAP) or a Corps of Engineers permit for construction activities in or around waters of the state;
 - (b) update field SWPPP’s;
 - (c) conduct pre-construction inspection to verify that undisturbed areas have been properly marked and initial measures have been installed; and
 - (d) inform the permit holder of activities that may be necessary to gain or remain in compliance with the Construction General Permit (CGP) and other environmental permits.
- (28) “Intermittent Stream” means streams that have flowing water under normal weather conditions. During the dry season and throughout minor drought periods, these streams will not exhibit flow. Geomorphologic characteristics are not well defined and are often inconspicuous. In the absence of external limiting factors (pollution, thermal modifications, etc.) biology is scarce and adapted to the wet and dry conditions of the fluctuating water level.
- (29) “Land disturbing activity” means any activity on property that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land-disturbing activities include, but are not limited to, development, re-development, demolition, construction, reconstruction, clearing, grading, filling, and excavation.
- (30) “Maintenance” means any activity that is necessary to keep a stormwater facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a stormwater facility if reconstruction is needed in order to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the stormwater facility.
- (31) “Maintenance agreement” means a document recorded in the land records that acts as a property deed restriction, and which provides for long-term maintenance of stormwater management practices.
- (32) “Municipal separate storm sewer system (MS4)” means the conveyances owned or operated by the City for the collection and transportation of stormwater, including the roads and streets and their drainage systems, catch basins, curbs, gutters, ditches, man-made channels, and storm drains, and where the context indicates, it means the municipality that owns the separate storm sewer system.
- (33) “National Pollutant Discharge Elimination System permit” or a “NPDES permit” means a permit issued pursuant to 33 U.S.C. 1342.
- (34) “Off-site facility” means a structural BMP located outside the subject property boundary described in the permit application for land development activity.
- (35) “On-site facility” means a structural BMP located within the subject property boundary described in the permit application for land development activity.
- (36) “Peak flow” means the maximum instantaneous rate of flow of water at a particular point resulting from a storm event.
- (37) “Perennial Stream” means streams that have flowing water continuously recharged by groundwater or surface runoff regardless of weather conditions. It exhibits well defined geomorphologic characteristics and in the absence of pollution, thermal modifications, or other man-made disturbances has the ability to support aquatic life. During hydrological drought conditions, the flow may be impaired.

- (38) "Person" means any and all persons, natural or artificial, including any individual, firm or association and any municipal or private corporation organized or existing under the laws of this or any other state or country.
- (39) "Riparian Zone" means areas adjacent to river, lakes, ponds, streams, and other natural Water Resources with a differing density, diversity, and productivity of plant and animal species relative to nearby uplands. This zone provides a transition from an aquatic ecosystem to a terrestrial ecosystem.
- (40) "Runoff" means that portion of the precipitation on a drainage area that is discharged from the area into the municipal separate storm sewer system.
- (41) "Sediment" means solid material, both inorganic and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface either above or below sea level.
- (42) "Sedimentation" means soil particles suspended in stormwater that can settle in stream beds.
- (43) "Sediment Control Measure" (SCM) means any structural or nonstructural strategy, practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.
- (44) "Soils Report" means a study of soils on a subject property with the primary purpose of characterizing and describing the soils. The soils report shall be prepared by a qualified soils engineer, who shall be directly involved in the soil characterization either by performing the investigation or by directly supervising employees conducting the investigation.
- (45) "Stabilization" means providing adequate measures, vegetative and/or structural, that will prevent erosion from occurring.
- (46) "Stormwater" means stormwater runoff, snow melt runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration and drainage.
- (47) "Stormwater Coordinator" means the entity designated by the City to administer the stormwater management ordinance under the Public Services Director, and other stormwater rules and regulations adopted by the City.
- (48) "Stormwater management" means the programs to maintain quality and quantity of stormwater runoff to pre-development levels.
- (49) "Stormwater management facilities" means the drainage structures, conduits, ponds, ditches, combined sewers, sewers, and all device appurtenances by means of which stormwater is collected, transported, pumped, treated or disposed of.
- (50) "Stormwater management plan" means the set of drawings and other documents that comprise all the information and specifications for the programs, drainage systems, structures, BMP's, concepts and techniques intended to maintain or restore quality and quantity of stormwater runoff as prescribed by the ordinance.
- (51) "Stormwater Pollution Prevention Plan (SWPPP)" means a written plan that includes site map(s), an identification of construction/contractor activities that could cause pollutants in the stormwater, and a description of measures or practices to control these pollutants. It must be prepared and approved before construction begins. In order to effectively reduce erosion and sedimentation impacts, Best Management Practices (BMP's) must be designed, installed, and maintained during land disturbing activities. The SWPPP should be prepared in accordance with the current Tennessee Erosion and Sediment Control Handbook. The handbook is intended for use during the design and construction of projects that require erosion and sediment controls to protect waters of the state. It also aids in the development of SWPPPs and other reports, plans, or specifications required when participating in Tennessee's water quality regulations. All SWPPP's shall be prepared and updated in accordance with Section 3 of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities.
- (52) "Stormwater runoff" means flow on the surface of the ground, resulting from precipitation.
- (53) "Structural BMP's" means facilities that are constructed to provide control of stormwater runoff.

- (54) "Surface water" includes waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other water courses, lakes and reservoirs.
- (55) "Waste site" means an area where waste material from a construction site is deposited. When the material is erodible, such as soil, the site must be treated as a construction site.
- (56) "Water Quality Buffer" see "Buffer".
- (57) "Watercourse" means a permanent or intermittent stream or other body of water, either natural or man-made, which gathers or carries surface water.
- (58) "Watershed" means all the land area that contributes runoff to a particular point along a waterway.
- (59) "Waters" or "waters of the state" means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.
- (60) "Wetland(s)" means those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted to life in saturated soil conditions. Wetlands include, but are not limited to, swamps, marshes, bogs, and similar areas.
- (61) "Wet weather conveyances" are man-made or natural watercourses, including natural watercourses that have been modified by channelization, that flow only in direct response to precipitation runoff in their immediate locality and whose channels are above the groundwater table and are not suitable for drinking water supplies; and in which hydrological and biological analyses indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow, there is not sufficient water to support fish or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months. (Rules and Regulations of the State of Tennessee, Chapter 1200-4-3-.04(3)).

20-104. Waivers.

- (1) General. No waivers will be granted on any construction or site work project. All construction and site work shall provide for stormwater management as required by this ordinance. However, alternatives to the latest NPDES General Permit for Discharges from Small Municipal Separate Storm Sewer Systems primary requirement for on-site permanent stormwater management may be considered, if:
 - (a) Management measures cannot be designed, built and maintained to infiltrate, evapotranspire, harvest and/or use, at a minimum, the first inch of every rainfall event preceded by 72 hours of no measurable precipitation. This first inch of rainfall must be 100% managed with no discharge to surface waters.
 - (b) It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this chapter. Alternative minimum requirements for on-site management of stormwater discharges shall be established in a stormwater management plan that has been approved by the City.
- (2) Adverse downstream conditions prohibited. In order to receive consideration, the applicant must demonstrate to the satisfaction of the City Engineer that the proposed alternative will not lead to any of the following conditions downstream:
 - (a) Deterioration of existing culverts, bridges, dams, and other structures;
 - (b) Degradation of biological functions or habitat;
 - (c) Accelerated streambank or streambed erosion or siltation;
 - (d) Increased threat of flood damage to public health, life or property.
- (3) Grading permit not to be issued where alternatives requested. No grading permit shall be issued where an alternative has been requested until the alternative is approved. If no alternative is approved, the plans must be resubmitted with a stormwater management plan that meets the primary requirement for on-site stormwater management.

20-105. Stormwater system requirements and implementation: Construction and Permanent stormwater management.

(1) MS4 Stormwater BMP manuals.

- (a) Adoption. The City adopts as its MS4 stormwater design and best management practices (BMP) manuals, further written as MS4 BMP's, for stormwater management, construction and permanent, the following publications, which are incorporated by reference in this ordinance as if fully set out herein:
 - i. TDEC Erosion Prevention and Sediment Control Handbook; most current edition.
 - ii. TDEC Permanent Stormwater Management Manual; most current edition.
 - iii. The Nashville-Davidson County Metro Stormwater Management Manual (BEST MANAGEMENT PRACTICES (BMP) MANUAL - Volume 4); most current edition.
 - iv. The Nashville-Davidson County Metro Stormwater Management Manual (Low Impact Development - Volume 5); most current edition.
- (b) The City's BMP manual(s) include a list of acceptable BMP's including the specific design performance criteria and operation and maintenance requirements for each stormwater practice. These include City approved BMP's for permanent stormwater management including green infrastructure BMP's.
- (c) The City manual(s) may be updated and expanded from time to time, at the discretion of the governing body of the City, upon the recommendation of the Stormwater Coordinator or City Engineer, based on improvements in engineering, science, monitoring and local maintenance experience, or changes in federal or state law or regulation. Stormwater facilities that are designed, constructed and maintained in accordance with these BMP criteria will be presumed to meet the minimum water quality performance standards.

- (2) Submittal of a copy of the NOC, SWPPP and NOT to the local MS4. Permittees who discharge stormwater through an NPDES-permitted municipal separate storm sewer system (MS4) who are not exempted in section 1.4.5 (Permit Coverage through Qualifying Local Program) of the Construction General Permit (CGP) must provide proof of coverage under the Construction General Permit (CGP); submit a copy of the Stormwater Pollution Prevention Plan (SWPPP); and at project completion, a copy of the signed notice of termination (NOT) to the Stormwater Coordinator. Permitting status of all permittees covered (or previously covered) under this general permit as well as the most current list of all MS4 permits is available at the TDEC's DataViewer web site.

Any discharge of stormwater or other fluid to an improved sinkhole or other injection well, as defined, must be authorized by permit or rule as a Class V underground injection well under the provisions of Tennessee Department of Environment and Conservation (TDEC) Rules, Chapter 1200-4-6.

Copies of additional applicable local, state or federal permits (i.e.: ARAP, TMSP, etc.) must also be provided upon request. If requested, these permits must be provided prior to the issuance of any permit or other equivalent construction authorization.

- (3) Stormwater Pollution Prevention Plan (SWPPP) for Construction Stormwater Management: The applicant must prepare a stormwater pollution prevention plan for all construction activities that complies with subsection (4) below. The purpose of this plan is to identify construction/contractor activities that could cause pollutants in the stormwater, and to describe measures or practices to control these pollutants during project construction.
- (4) Stormwater Pollution Prevention Plan requirements. The erosion prevention and sediment control plan component of the SWPPP shall accurately describe the potential for soil erosion and sedimentation problems resulting from land disturbing activity and shall explain and illustrate the measures that are to be taken to control these problems. The length and complexity of the plan is to be commensurate with the size of the

project, severity of the site condition, and potential for off-site damage. If necessary, the plan shall be phased so that changes to the site during construction that alter drainage patterns or characteristics will be addressed by an appropriate phase of the plan. The plan shall be sealed by a registered professional engineer or landscape architect licensed in the state of Tennessee. The plan shall also conform to the requirements found in the MS4 BMP manual, and shall include at least the following:

- (a) Project description - Briefly describe the intended project and proposed land disturbing activity including number of units and structures to be constructed and infrastructure required.
- (b) A topographic map with contour intervals of five (5) feet or less showing present conditions and proposed contours resulting from land disturbing activity.
- (c) All existing drainage ways, including intermittent and wet-weather. Include any designated floodways or flood plains from FEMA information and/or flood studies.
- (d) A general description of existing land cover. Individual trees and shrubs do not need to be identified.
- (e) Stands of existing trees as they are to be preserved upon project completion, specifying their general location on the property. Differentiation shall be made between existing trees to be preserved, trees to be removed and proposed planted trees. Tree protection measures must be identified, and the diameter of the area involved must also be identified on the plan and shown to scale. Information shall be supplied concerning the proposed destruction of exceptional and historic trees in setbacks and buffer strips, where they exist. Complete landscape plans may be submitted separately. The plan must include the sequence of implementation for tree protection measures.
- (f) Approximate limits of proposed clearing, grading and filling.
- (g) Approximate flows of existing stormwater leaving any portion of the site.
- (h) A general description of existing soil types and characteristics and any anticipated soil erosion and sedimentation problems resulting from existing characteristics.
- (i) Location, size and layout of proposed stormwater and sedimentation control improvements.
- (j) Existing and proposed drainage network.
- (k) Proposed drain tile or waterway sizes.
- (l) Approximate flows leaving site after construction and incorporating water run-off mitigation measures. The evaluation must include projected effects on property adjoining the site and on existing drainage facilities and systems. The plan must address the adequacy of outfalls from the development: when water is concentrated, what is the capacity of waterways, if any, accepting stormwater off-site; and what measures, including infiltration, sheeting into buffers, etc., are going to be used to prevent the scouring of waterways and drainage areas off-site, etc.
- (m) The projected sequence of work represented by the grading, drainage and sedimentation and erosion control plans as related to other major items of construction, beginning with the initiation of excavation and including the construction of any sediment basins or retention/detention facilities or any other structural BMP's.
- (n) Specific remediation measures to prevent erosion and sedimentation run-off. Plans shall include detailed drawings of all control measures used; stabilization measures including vegetation and non-vegetation measures, both temporary and permanent, will be detailed. Detailed construction notes and a maintenance schedule shall be included for all control measures in the plan.

- (o) Specific details for: the construction of stabilized construction entrance/exits, concrete washouts, and sediment basins for controlling erosion; road access points; eliminating or keeping soil, sediment, and debris on streets and public ways at a level acceptable to the City. Soil, sediment, and debris brought onto streets and public ways must be removed by the end of the work day to the satisfaction of the City. Failure to remove the sediment, soil or debris shall be deemed a violation of this ordinance.
 - (p) Proposed structures: location and identification of any proposed additional buildings, structures or development on the site.
 - (q) A description of on-site measures to be taken to recharge surface water into the ground water system through runoff reduction practices.
 - (r) Specific details for construction waste management. Construction site operators shall control waste such as discarded building materials, concrete truck washout, petroleum products and petroleum related products, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality. When the material is erodible, such as soil, the site must be treated as a construction site.
- (5) General design performance criteria for permanent stormwater management: the following performance criteria shall be addressed for permanent stormwater management at all development sites:
- (a) Site design standards for all new construction and redevelopment require, in combination or alone, management measures that are designed, built and maintained to infiltrate, evapotranspire, harvest and/or use, at a minimum, the first inch of every rainfall event preceded by 72 hours of no measurable precipitation. This first inch of rainfall must be 100% managed with no discharge to surface waters.
 - (b) Limitations to the application of runoff reduction requirements include, but are not limited to:
 - i. Where a potential for introducing pollutants into the groundwater exists, unless pretreatment is provided;
 - ii. Where pre-existing soil contamination is present in areas subject to contact with infiltrated runoff;
 - iii. Presence of sinkholes or other karst features.
 - (c) Pre-development infiltrative capacity of soils at the site must be taken into account in selection of runoff reduction management measures.
 - (d) Incentive Standards for re-developed sites: a 10% reduction in the volume of rainfall to be managed for any of the following types of development. Such credits are additive such that a maximum reduction of 50% of the standard in the paragraph above is possible for a project that meets all 5 criteria:
 - i. Redevelopment;
 - ii. Brownfield redevelopment;
 - iii. High density (>7 units per acre);
 - iv. Vertical Density, (Floor to Area Ratio (FAR) of 2 or >18 units per acre); and
 - v. Mixed use and Transit Oriented Development (within ½ mile of transit).
 - (e) For projects that cannot meet 100% of the runoff reduction requirement unless subject to the incentive standards, the remainder of the stipulated amount of rainfall must be treated prior to discharge with a technology documented to remove 80% total suspended solids (TSS) unless an alternative provided under this ordinance is approved. The treatment technology must be designed, installed and maintained to continue to meet this performance standard.

- (f) For projects that cannot meet 100% of the runoff reduction requirements, the Stormwater Coordinator may allow runoff reduction measures to be implemented at another location within the same USGS 12-digit hydrologic unit code (HUC) as the original project and within the City's MS4 jurisdiction. Off-site mitigation must be a minimum of 1.5 times the amount of water not managed on site. The off-site mitigation location (or alternative location outside the 12-digit HUC) and runoff reduction measures must be approved by the Stormwater Coordinator. The Stormwater Coordinator shall identify priority areas within the watershed in which mitigation projects can be completed. The Stormwater Coordinator will have an inventory of appropriate mitigation projects, and develop appropriate institutional standards and management systems to value, evaluate and track transactions. Mitigation can be used for retrofit or redevelopment projects, but should be avoided in areas of new development.
 - (g) To protect stream channels from degradation, specific channel protection criteria shall be provided as prescribed in the MS4 BMP manual.
 - (h) Stormwater discharges to critical areas with sensitive resources (i.e., cold water fisheries, shellfish beds, swimming beaches, recharge areas, water supply reservoirs) may be subject to additional performance criteria, or may need to utilize or restrict certain stormwater management practices.
 - (i) Stormwater discharges from hot spots may require the application of specific structural BMP's and pollution prevention practices. In addition, stormwater from a hot spot land use may not be infiltrated.
 - (j) Prior to or during the site design process, applicants for land disturbance permits shall consult with the Stormwater Coordinator to determine if they are subject to additional stormwater design requirements.
 - (k) The calculations for determining peak flows as found in the MS4 BMP manual shall be used for sizing all stormwater facilities.
- (6) Minimum volume control requirements. in accordance with 20-101(1)(c)(iii) the MS4 establishes standards to regulate the quantity of stormwater discharged, therefore:
- (a) Stormwater designs shall meet the multi-stage storm frequency storage requirements as identified in the MS4 BMP manual. Stormwater Detention facilities shall be designed to address the rate at which flow is released over the entire runoff discharge period and the volume of discharge per Rational Method, SCS Tr-55 Method, or USGS Regional Regression Equations. The appropriate method shall be applied using 2-, 5-, 10-, 25-, 50- and 100-year design-storm events. Typically, 24-hour duration events will be required, but designers are encouraged to consider other critical design storm events for comparison. Alternative methods of hydrologic analysis may be used with prior written approval by the City of White House Engineer.
 - (b) If hydrologic or topographic conditions warrant greater control than that provided by the minimum control requirements, the City Engineer may impose any and all additional requirements deemed necessary to control the volume, timing, and rate of runoff.
 - (c) New Developments shall also meet a Stormwater quantity level of service defined by:
 - i. Designing road catch basins and connecting Culverts to convey the 10-year design-storm runoff.
 - ii. Designing Bridges, Culverts, Channels and Cross-Drains to pass at a minimum the 25-year design-storm runoff.
 - iii. Designing Bridges, Culverts, Channels and Cross Drains to pass the 50-year design-storm runoff for flows greater than or equal to 5,000 cfs.
- (7) Floodplains. Floodplain Alterations or Filling shall not cause a net decrease in Flood Storage capacity below the projected One-Hundred Year Flood elevation unless it is shown that the proposed Alteration or Filling will not cause an increase in the high water level, increase velocities, or aggravate Flooding on other

properties and will not unduly restrict Flood flows. Compensatory Cut shall at least be applied in equal amounts (1:1) for all Fill in the Flood Plain. Compensatory Cut shall at least be applied to one hundred fifty-percent (150%) (1.5:1) for all Fill in Floodplains with waterway reaches determined to be impacted by localized Flooding not dominated by waterway backwater effects, as determined by studies accepted or performed by the City. Floodplain may be used for application of water quality devices. This may only be permitted provided EP&SC, water quality, and Cut-Fill policies are adequately addressed as determined by the City according to the provisions in Section 20-111 of this Title. Detention/retention volumes in the Floodplain shall count as Fill if applied in a manner where Floodplain storage is lost. This section shall in no way provide justification on any level for waiver or modification of buffer zone requirements as stated in other sections of this ordinance.

- (8) Permanent Stormwater management plan requirements. The stormwater management plan shall include sufficient information to allow the Stormwater Coordinator to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the project site. To accomplish this goal the stormwater management plan shall include the following:
- (a) Topographic base map: Topographic base map of the site which extends a minimum of 100 feet beyond the limits of the proposed development and indicates:
 - i. Existing surface water drainage including streams, ponds, culverts, ditches, sink holes, wetlands; and the type, size, elevation, etc., of nearest upstream and downstream drainage structures;
 - ii. Current land use including all existing structures, locations of utilities, roads, and easements;
 - iii. All other existing significant natural and artificial features;
 - iv. Proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; locations of utilities, roads and easements; the limits of clearing and grading.
 - (b) Proposed structural and non-structural BMP's;
 - (c) A written description of the site plan and justification of proposed changes in natural conditions may also be required;
 - (d) Calculations: Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in the MS4 BMP manual. These calculations must show that the proposed stormwater management measures are capable of controlling runoff from the site in compliance with this chapter and the guidelines of the MS4 BMP manual. Such calculations shall include:
 - i. A description of the design storm frequency, duration, and intensity where applicable;
 - ii. Time of concentration;
 - iii. Soil curve numbers or runoff coefficients including assumed soil moisture conditions;
 - iv. Peak runoff rates and total runoff volumes for each watershed area;
 - v. Infiltration rates, where applicable;
 - vi. Culvert, stormwater sewer, ditch and/or other stormwater conveyance capacities;
 - vii. Flow velocities;
 - viii. Data on the increase in rate and volume of runoff for the design storms referenced in the MS4 BMP manual; and
 - ix. Documentation of sources for all computation methods and field test results.

- (e) Soils information: If a stormwater management control measure depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs, soil pit profiles and soil survey reports. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the control measure.
- (f) Maintenance and repair plan. The design and planning of all permanent stormwater management facilities shall include detailed maintenance and repair procedures to ensure their continued performance. These plans will identify the parts or components of a stormwater management facility that need to be maintained and the equipment and skills or training necessary. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.
- (g) Maintenance easements. The applicant shall ensure access to the site for the purpose of inspection and repair by securing all the maintenance easements needed. These easements shall be binding on the current property owner and all subsequent owners of the property and shall be properly recorded with the appropriate Sumner or Robertson County Register of Deeds in perpetuity.
- (h) Maintenance agreements. Where the stormwater facility is located on property that is subject to a development agreement, and the development agreement provides for a permanent stormwater maintenance agreement that runs with the land, the owners of property must execute an inspection and maintenance agreement that shall operate as a deed restriction binding on the current property owners and all subsequent property owners and their lessees and assigns, including but not limited to, homeowner associations or other groups or entities. The maintenance agreement shall:
 - i. Assign responsibility for the maintenance and repair of the stormwater facility to the owners of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.
 - ii. Provide for a periodic inspection by the property owners in accordance with the requirements of subsection (5) below for the purpose of documenting maintenance and repair needs and to ensure compliance with the requirements of this ordinance. The property owners will arrange for this inspection to be conducted by a registered professional engineer licensed to practice in the State of Tennessee, who will submit a signed written report of the inspection to the Stormwater Coordinator. It shall also grant permission to the City to enter the property at reasonable times and to inspect the stormwater facility to ensure that it is being properly maintained.
 - iii. Provide that the minimum maintenance and repair needs include, but are not limited to: the removal of silt, litter and other debris, the cutting of grass, cutting and vegetation removal, and the replacement of landscape vegetation, in detention and retention basins, and inlets and drainage pipes and any other stormwater facilities. It shall also provide that the property owners shall be responsible for additional maintenance and repair needs consistent with the needs and standards outlined in the MS4 BMP manual.
 - iv. Provide that maintenance needs must be addressed in a timely manner, on a schedule to be determined by the Stormwater Coordinator.
 - v. Provide that if the property is not maintained or repaired within the prescribed schedule, the Stormwater Coordinator shall perform the maintenance and repair at its expense, and bill the same to the property owner. The maintenance agreement shall also provide that the Stormwater Coordinator's cost of performing the maintenance shall be a lien against the property.
- (i) The City of White House shall have the discretion to accept the dedication of any existing or future stormwater management facility, provided such facility meets the requirements of this ordinance, and includes adequate and perpetual access and sufficient areas, by easement or

otherwise, for inspection and regular maintenance. Any stormwater facility accepted by the City of White House must also meet the city's construction standards and any other standards and specifications that apply to the particular stormwater facility in question.

(9) Buffers and buffer zones. Buffer and buffer zones shall be those buffers and buffer zones as those terms are defined in 20-103 (7) and (8), above, and shall meet the requirements contained in those provisions.

(a) Construction

- i. Construction requires buffer zone widths of a minimum of thirty (30) feet. The thirty (30) foot criterion for the width of the buffer zone can be established on an average width basis. As long as the minimum width of the buffer zone is fifteen (15) feet. The buffer zone shall meet all the other applicable requirements of 20-103 (5) and (6).
- ii. Construction on impaired or exceptional waters. The width of the buffer zone shall be a minimum of sixty (60) feet. The sixty (60) feet criterion for the width of the buffer zone can be established on an average basis at a project as long as the minimum width of the buffer is more than thirty (30) feet at any measured location. The buffer zone shall meet all the other applicable requirements of 20-103 (7) and (8).

(b) Permanent

- i. More than one (1) square mile drainage area will require buffer zones of a minimum of sixty (60) feet. The sixty (60) foot criterion for the width of the buffer zone can be established on an average width basis, as long as the minimum width of the buffer zone is more than thirty (30) feet at any measured location.
- ii. Less than one (1) square mile drainage area. Less than one (1) square mile drainage area will require buffer zones of a minimum of thirty (30) feet. The thirty (30) foot criterion for the width of the buffer zone can be established on an average width basis, as long as the minimum width of the buffer zone is more than thirty (30) feet at any measured location. The buffer zone shall meet all the other applicable requirements of 20-103(5) and (6).

20-106. Permanent stormwater management: operation, maintenance, and inspection.

(1) As-built plans. All applicants are required to submit actual as-built plans for any structures located on-site after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and must be sealed by a registered professional engineer licensed to practice in Tennessee and confirm the resultant conditions meet the original design intent and functionality and reveal specifically any differentiation from approved plans. A final inspection by the City is required before any performance security or performance bond will be released. The City shall have the discretion to adopt provisions for a partial pro-rata release of the performance security or performance bond on the completion of various stages of development. In addition, occupation permits shall not be granted until corrections to all BMP's have been made and accepted by the City.

(2) Landscaping and stabilization requirements.

- (a) Any area of land from which the natural vegetative cover has been either partially or wholly cleared by development activities shall be stabilized. Stabilization measures shall be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site (or a phase of the project) must be completed not later than 15 days after the construction activity in that portion of the site has temporarily or permanently ceased. In the following situations, temporary stabilization measures are not required:
 - i. where the initiation of stabilization measures is precluded by snow cover or frozen ground conditions or adverse soggy ground conditions, stabilization measures shall be initiated as soon as practicable; or

- ii. where construction activity on a portion of the site is temporarily ceased, and earth disturbing activities will be resumed within 15 days.
 - (b) Permanent stabilization with perennial vegetation (using native herbaceous and woody plants where practicable) or other permanently stable, non-eroding surface shall replace any temporary measures as soon as practicable. Unpacked gravel containing fines (silt and clay sized particles) or crusher runs will not be considered a non-eroding surface.
 - (c) The following criteria shall apply to revegetation efforts:
 - i. Reseeding must be done with an annual or perennial cover crop accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until such time as the cover crop is established over ninety percent (90%) of the seeded area.
 - ii. Replanting with native woody and herbaceous vegetation must be accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until the plantings are established and are capable of controlling erosion.
 - iii. Any area of revegetation must exhibit survival of a minimum of seventy-five percent (75%) of the cover crop throughout the year immediately following revegetation. Revegetation must be repeated in successive years until the minimum seventy-five percent (75%) survival for one (1) year is achieved.
 - iv. In addition to the above requirements, a landscaping plan must be submitted with the final design describing the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved.
- (3) Inspection of stormwater management facilities. Periodic inspections of facilities shall be performed, documented, and reported in accordance with this chapter, as detailed in §20-107. The owners and/or the operators of stormwater management practices shall abide by any legal maintenance agreement's specific requirements and at a minimum:
 - (a) Perform routine inspections to ensure that the BMP's are properly functioning. These inspections shall be conducted on an annual basis, at a minimum. These inspections shall be conducted by a person familiar with control measures implemented at a site. Owners or operators shall maintain documentation of these inspections. The Stormwater Coordinator may require submittal of this documentation.
 - (b) Perform comprehensive inspection of all stormwater management facilities and practices. These inspections shall be conducted once every five years, at a minimum. Such inspections must be conducted by either a professional engineer or landscape architect, licensed in the State of Tennessee. Complete inspection reports for these five year inspections shall include:
 - i. Facility type,
 - ii. Inspection date,
 - iii. Latitude and longitude and nearest street address,
 - iv. BMP owner information (e.g. name, address, phone number, fax, and email),
 - v. A description of BMP condition including: vegetation and soils; inlet and outlet channels and structures; embankments, slopes, and safety benches; spillways, weirs, and other control structures; and any sediment and debris accumulation,
 - vi. Photographic documentation of BMP's, and
 - vii. Specific maintenance items or violations that need to be corrected by the BMP owner along with deadlines and reinspection dates.

- (c) Owners or operators shall maintain documentation of these inspections. The Stormwater Coordinator will require submittal of this documentation for confirmation of appropriate maintenance.
- (4) Records of installation and maintenance activities. Parties responsible for the operation and maintenance of a stormwater management facility shall make records of the installation of the stormwater facility, and of all maintenance and repairs to the facility, and shall retain the records for at least three (3) years. These records shall be made available to the City during inspection of the facility and at other reasonable times upon request.
- (5) Failure to meet or maintain design or maintenance standards. If a responsible party fails or refuses to meet the design or maintenance standards required for stormwater facilities under this chapter, the City, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition.
- (6) Danger to public safety or health. In the event that any stormwater management facility becomes a danger to public safety or public health, the City shall notify in writing the party responsible for maintenance of the stormwater management facility. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the facility in an approved manner. In the event that corrective action is not undertaken within that time, the City may take necessary corrective action. The cost of any action by the City under this section shall be charged to the property owner which shall be paid within 30 days or the City shall take action to place a lien on the subject property.

20-107. Existing locations and ongoing developments.

- (1) Requirements for all existing locations and ongoing developments. The following requirements shall apply to all locations and development at which land disturbing activities have occurred prior to the enactment of this ordinance:
 - (a) Denuded areas must be vegetated or covered under the standards and guidelines specified in 20-106 (2)(c)(i), (ii), (iii) and on a schedule acceptable to the Stormwater Coordinator.
 - (b) Cuts and slopes must be properly covered with appropriate vegetation and/or retaining walls constructed.
 - (c) Drainage ways shall be properly covered in vegetation or secured with rip-rap, channel lining, or other approved methods to prevent erosion.
 - (d) Trash, junk, rubbish, etc. shall be cleared from drainage ways.
 - (e) Stormwater runoff shall, at the discretion of the Stormwater Coordinator be controlled to the maximum extent practicable to prevent its pollution. Such control measures may include, but are not limited to, the following:
 - i. Ponds
 - 1. Detention pond
 - 2. Extended detention pond
 - 3. Wet pond
 - 4. Alternative storage measures
 - ii. Constructed wetlands
 - iii. Infiltration systems
 - 1. Infiltration/percolation trench
 - 2. Infiltration basin
 - 3. Drainage (recharge) well
 - 4. Porous pavement

- iv. Filtering systems
 - 1. Catch basin inserts/media filter
 - 2. Sand filter
 - 3. Filter/absorption bed
 - 4. Filter and buffer strips
- v. Open channel
 - 1. Swale

- (2) Requirements for existing problem locations – no maintenance agreement. The Stormwater Coordinator shall in writing notify the owners of existing locations and developments of specific drainage, erosion or sediment problems affecting or caused by such locations and developments, and the specific actions required to correct those problems. The notice shall also specify a reasonable time for compliance.
- (3) Inspection of existing facilities. The City may, to the extent authorized by state and federal law, enter and inspect private property for the purpose of determining if there are illicit non-stormwater discharges, and to establish inspection programs to verify that all stormwater management facilities are functioning within design limits. These inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of the City's NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other BMP's.
- (4) Corrections of problems subject to appeal. Corrective measures imposed by the Stormwater Coordinator under this section are subject to appeal under section 20-111 of this chapter.

20-108. Illicit discharges.

- (1) Scope. This section shall apply to all water generated on developed or undeveloped land entering the City's separate storm sewer system.
- (2) Prohibition of illicit discharges. No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater or any discharge that flows from stormwater facility that is not inspected in accordance with section 20-107 shall be an illicit discharge. Illicit discharges are defined above in section 20-103 and further consist of non-stormwater discharges including, but shall not be limited to, sanitary wastewater, car wash wastewater, radiator flushing disposal, spills from roadway accidents, carpet cleaning wastewater, effluent from septic tanks, improper oil disposal, laundry wastewater/gray water, improper disposal of auto and household toxics. The commencement, conduct or continuance of any non-stormwater discharge to the municipal separate storm sewer system is prohibited except as exempted as follows:
 - (a) Uncontaminated discharges from the following sources:
 - i. Water line flushing or other potable water sources;
 - ii. Landscape irrigation or lawn watering with potable water;
 - iii. Diverted stream flows;
 - iv. Rising ground water;
 - v. Groundwater infiltration to storm drains;
 - vi. Pumped groundwater;

- vii. Foundation or footing drains;
- viii. Crawl space pumps;
- ix. Air conditioning condensation;
- x. Springs;
- xi. Non-commercial washing of vehicles;
- xii. Natural riparian habitat or wetland flows;
- xiii. Swimming pools (if dechlorinated - typically less than one PPM chlorine);
- xiv. Firefighting activities;
- xv. Any other uncontaminated water source.

(b) Discharges specified in writing by the City as being necessary to protect public health and safety.

(c) Dye testing is an allowable discharge if the City has so specified in writing.

(d) Discharges authorized by the Construction General Permit (CGP), which comply with Section 3.5.9 of the same:

- i. dewatering of work areas of collected stormwater and ground water (filtering or chemical treatment may be necessary prior to discharge);
- ii. waters used to wash vehicles (of dust and soil, not process materials such as oils, asphalt or concrete) where detergents are not used and detention and/or filtering is provided before the water leaves site;
- iii. water used to control dust in accordance with CGP section 3.5.5;
- iv. potable water sources including waterline flushings from which chlorine has been removed to the maximum extent practicable;
- v. routine external building washdown that does not use detergents or other chemicals;
- vi. uncontaminated groundwater or spring water; and
- vii. foundation or footing drains where flows are not contaminated with pollutants (process materials such as solvents, heavy metals, etc.).

(3) Prohibition of illicit connections. The construction, use, maintenance or continued existence of illicit connections to the municipal separate storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(4) Reduction of stormwater pollutants by the use of best management practices. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, shall be required in accordance with applicable laws, to implement, at the person's expense, the BMP's necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section. Discharges from existing BMP's that have not been maintained and/or inspected in accordance with this ordinance shall be regarded as illicit.

(5) Notification of spills. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into, the municipal separate storm sewer system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, the person shall notify the City in person or by

telephone, fax, or email, no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the City within three (3) business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

- (6) No illegal dumping allowed. No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the City.

20-109. Enforcement.

- (1) Enforcement authority. The Stormwater Coordinator shall have the authority to issue notices of violation and citations, and to impose the civil penalties provided in summary in this section. Further details on enforcement shall be as defined in the City's Enforcement Response Plan as approved by the BMA. Measures authorized include:

- (a) Verbal Warnings – At a minimum, verbal warnings must specify the nature of the violation and required corrective action.
- (b) Written Notices – Written notices must stipulate the nature of the violation and the required corrective action, with deadlines for taking such action.
- (c) Citations with Administrative Penalties – The MS4 has the authority to assess monetary penalties, which may include civil and administrative penalties.
- (d) Stop Work Orders – Stop work orders that require construction activities to be halted, except for those activities directed at cleaning up, abating discharge, and installing appropriate control measures.
- (e) Withholding of Plan Approvals or Other Authorizations – Where a facility is in noncompliance, the MS4's own approval process affecting the facility's ability to discharge to the MS4 can be used to abate the violation.
- (f) Additional Measures – The MS4 may also use other escalated measures provided under local legal authorities. The MS4 may perform work necessary to improve erosion control measures or eliminate illicit discharges and collect the funds from the responsible party in an appropriate manner, such as collecting against the project's bond or directly billing the responsible party to pay for work and materials.

- (2) Notification of violation:

- (a) Verbal warning. Verbal warning may be given at the discretion of the inspector when it appears the condition can be corrected by the violator within a reasonable time, which time shall be approved by the inspector.
- (b) Written notice. Whenever the Stormwater Coordinator finds that any permittee or any other person discharging stormwater has violated or is violating this ordinance or a permit or order issued hereunder, the Stormwater Coordinator may serve upon such person written notice of the violation. Within ten (10) days of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the Stormwater Coordinator. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.
- (c) Consent orders. The Stormwater Coordinator is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to paragraphs (d) and (e) below.

- (d) Show cause hearing. The Stormwater Coordinator may order any person who violates this chapter or permit or order issued hereunder, to show cause why a proposed enforcement action should not be taken. Notice shall be served on the person specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the violator show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing.
- (e) Compliance order. When the Stormwater Coordinator finds that any person has violated or continues to violate this chapter or a permit or order issued thereunder, he may issue an order to the violator directing that, following a specific time period, adequate structures or devices be installed and/or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring, and management practices.
- (f) Cease and desist and stop work orders. When the Stormwater Coordinator finds that any person has violated or continues to violate this chapter or any permit or order issued hereunder, the Stormwater Coordinator may issue a stop work order or an order to cease and desist all such violations and direct those persons in noncompliance to:
 - i. Comply forthwith; or
 - ii. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation; including halting operations except for terminating the discharge and installing appropriate control measures.
- (g) Suspension, revocation or modification of permit. The Stormwater Coordinator may suspend, revoke or modify the permit authorizing the land development project or any other project of the applicant or other responsible person within the City. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated upon such conditions as the Stormwater Coordinator may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (h) Conflicting standards. Whenever there is a conflict between any standard contained in this chapter, other City ordinances or in the BMP manuals adopted by the City under this ordinance, the strictest standard shall prevail.

20-110. Penalties.

- (1) Violations. Any person who shall commit any act declared unlawful under this chapter, who violates any provision of this chapter, who violates the provisions of any permit issued pursuant to this chapter, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the Stormwater Coordinator, shall be guilty of a civil offense.
- (2) Penalties. Under the authority provided in Tennessee Code Annotated § 68-221-1106, the City declares that any person violating the provisions of this chapter may be assessed a civil penalty by the City of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation. Further definition of said penalties will be as described in the official City Enforcement Response Plan as approved by the BMA.
- (3) Measuring civil penalties. In assessing a civil penalty, the City may consider:
 - (a) The harm done to the public health or the environment;
 - (b) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
 - (c) The economic benefit gained by the violator;

- (d) The amount of effort put forth by the violator to remedy this violation;
 - (e) Any unusual or extraordinary enforcement costs incurred by the City;
 - (f) The amount of penalty established by ordinance or resolution for specific categories of violations; and
 - (g) Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.
- (4) Recovery of damages and costs. In addition to the civil penalty in subsection (2) above, the City may recover:
- (a) All damages proximately caused by the violator to the City, which may include any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this chapter, or any other actual damages caused by the violation.
 - (b) The costs of the City's maintenance of stormwater facilities when the user of such facilities fails to maintain them as required by this chapter.
- (5) Referral to TDEC. Where the City has used progressive enforcement to achieve compliance with this ordinance, and in the judgment of the City has not been successful, the City may refer the violation to TDEC. For the purposes of this provision, "progressive enforcement" shall mean verbal warnings, written notices citations and other measures defined in §20-109 and in the City's Enforcement Response Plan. In addition, enforcement referrals to TDEC must include, at a minimum, the following information:
- (a) Construction project or industrial facility location;
 - (b) Name of owner or operator;
 - (c) Estimated construction project or size or type of industrial activity (including SIC code, if known);
 - (d) Records of communications with the owner or operator regarding the violation, including at least two follow-up inspections, two warning letters or notices of violation, and any response from the owner or operator.
- (6) Other remedies. The City may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.
- (7) Remedies cumulative. The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.

20-111. Appeals. Pursuant to Tennessee Code Annotated § 68-221-1106(d), any person aggrieved by the imposition of a civil penalty or damage assessment as provided by this chapter may appeal said penalty or damage assessment to the Stormwater Advisory Board.

- (1) Appeals to be in writing. The appeal shall be in writing and filed with the City Recorder within fifteen (15) days after the civil penalty and/or damage assessment is served in any manner authorized by law.
- (2) Public hearing. Upon receipt of an appeal, the City's SWAB established by the City's governing body shall hold a public hearing within thirty (30) days. Ten (10) days prior notice of the time, date, and location of said hearing shall be published in a daily newspaper of general circulation. Ten (10) days' notice by registered mail shall also be provided to the aggrieved party, such notice to be sent to the address provided by the aggrieved party at the time of appeal. The decision of the governing body of the City shall be final.
- (3) Appealing decisions of the City's SWAB. Any alleged violator may appeal a decision of the SWAB pursuant to the provisions of Tennessee Code Annotated, title 27, chapter 8.

CHAPTER 2
STORMWATER UTILITY

SECTION

- 20-201. Title and purpose.
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- 20-214. Stormwater user fee credit policy.
- 20-215. Effective date.

20-201. Title and Purpose. This ordinance shall be known as the "Stormwater Utility Ordinance" for the City of White House, Tennessee.

- (1) **Introduction.** The City of White House finds, determines and declares that the stormwater system, which provides for the collection, treatment, storage and disposal of stormwater, provides benefits and services to all property within the City's MS4 jurisdiction. Such benefits include, but are not limited to: the provision of adequate systems of collection, conveyance, detention, retention, treatment and release of stormwater, the reductions of hazards to property and life resulting from stormwater runoff, improvements in general health and welfare through reduction of undesirable stormwater conditions, and improvements to water quality in the stormwater and surface water system and its receiving waters.
- (2) **Purpose.** In accordance with Tennessee Code Annotated §68-221-1101 et seq., the City of White House desires to develop a Stormwater Utility in order to provide a funding mechanism to operate and maintain the City of White House's Stormwater Management program and finance the necessary stormwater repairs, replacements, improvements, and extensions necessary to protect the health, safety and welfare of the public. The Stormwater Utility purpose is to:
 - (a) Administer and enforce the City of White House Stormwater Management Ordinance;
 - (b) Administer, plan, and implement stormwater projects to protect, maintain, and enhance the environment of the City of White House;
 - (c) Implement activities necessary to maintain compliance with the National Pollutant Discharge Elimination System (NPDES) Permit and applicable regulations, 40 CFR Section 122.26 for stormwater discharges;
 - (d) Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, civil penalties and other revenues of the utility; and,
 - (e) Advise the BMA and other City of White House departments on matters relating to the utility.
- (3) **Administering entity.** The Stormwater Utility shall be part of the Public Services Department. The Stormwater Utility, under the direction and supervision of the Director of Public Services or his designee, shall administer the provisions of this Stormwater Utility Ordinance as approved by the City Administrator.

20-202. Jurisdiction. The Stormwater Utility Ordinance shall govern all properties within the corporate limits of the City of White House.

20-203. Definitions. For the purpose of this chapter, the following definitions shall apply:

- (1) "Agricultural property" - Property which is zoned agricultural and/or property which yields an annual minimum, and in which the annual minimum has been met in two of the last five years, of \$1,000.00 of agricultural products produced and/or sold from the operation of the property. Agricultural production shall include agricultural, forest, and/or livestock production as defined by the United States Department of Agriculture, Natural Resources Conservation Service, Environmental Quality Incentive Program. Proof of agricultural producer status may include IRS form 1040 Schedule F or other accounting records certified by a tax preparer.
- (2) "Base rate" - The stormwater user fee for a single-family residential property in the City of White House.
- (3) "Best Management Practices" or "BMPs" - The physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water, that have been approved by the City of White House, and that have been incorporated by reference into the Stormwater Management Ordinance as if fully set out therein.
- (4) "Construction" - The erection, building, acquisition, alteration, reconstruction, improvement or extension of stormwater facilities; preliminary planning to determine the economic and engineering feasibility of stormwater facilities; the engineering, architectural, legal, fiscal and economic investigations and studies, surveys, designs, plans, working drawings, specifications, procedures, and other action necessary in the construction of stormwater facilities; and the inspection and supervision of the construction of stormwater facilities.
- (5) "Deficient property" - Real property that does not have adequate stormwater facilities as required in the latest edition of the City of White House Stormwater Regulations.
- (6) "Developed property" - Real property which has been altered from its natural state by the creation or addition of impervious areas, by the addition of any buildings, structures, pavement or other improvements.
- (7) "Equivalent residential unit" or "ERU" - The average of the total square footage of the impervious surface areas from a representative sample of developed single-family residential property within the City of White House as approved by the BMA.
- (8) "Exempt property" - All public rights-of-way, public streets and public roads, public alleys, public sidewalks and public greenways, public "park and ride" facilities and bus stops within the City of White House. For purposes of this definition, "public" shall mean that which is maintained by or is or is to be dedicated to the City of White House and/or the State of Tennessee or the government of the United States.
- (9) "Fiscal year" - July 1 of a calendar year to June 30 of the next calendar year, both inclusive.
- (10) "Impervious surface" - A surface which is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled, graveled, graded, compacted, or any other surface which impedes the natural infiltration of surface water.
- (11) "Impervious surface area" - The number of square feet of horizontal surface covered by buildings, and other impervious surfaces.
- (12) "Other developed property" - Developed property other than single-family residential property. Such property shall include, but not be limited to, commercial properties, industrial properties, parking lots, hospitals, schools, recreational and cultural facilities, hotels, offices, and churches. Such property shall also include single-family dwellings that are attached to or otherwise a part of a building housing a commercial enterprise. Any single-family residential structure which contains more than two attached dwelling units is specifically included in this definition.
- (13) "Person" - Any and all persons, natural or artificial, including any individual, firm or association, and any municipal or private corporation organized or existing under the laws of this or any other state or country.
- (14) "Property owner" - The property owner of record as listed in the county's tax assessment roll. A property owner includes any individual, corporation, firm, partnership, or group of individuals acting as a unit, and any trustee, receiver, or personal representative.

- (15) "Single-family residential property" - A developed property which serves the primary purpose of providing a permanent dwelling unit to a single family. A single-family detached dwelling, a townhouse, an accessory apartment or second dwelling unit, a duplex, a condominium, a villa, or a garden home is included in this definition. A single-family dwelling which is attached to, or otherwise a part of, a building housing a commercial enterprise is not included in this definition.
- (16) "Stormwater" - Stormwater runoff, snow melt runoff, surface runoff, infiltration, and drainage.
- (17) "Stormwater user fee" or "fee" - The utility service fee established under this ordinance and levied on owners or users of parcels or pieces of real property to fund the costs of stormwater management and of operating, maintaining, and improving the stormwater system in the City of White House. The stormwater user fee is in addition to other fees that the City of White House has the right to charge under any other rule or regulation of the City of White House.
- (18) "Stormwater Utility" - A management structure that is responsible solely and specifically for the stormwater management program and system.
- (19) "Stormwater Utility Management Fund" or "fund" - The fund created by this ordinance to operate, maintain, and improve the City of White House's stormwater system.
- (20) "Stormwater management" - The programs to manage quality and quantity of stormwater runoff.
- (21) "Stormwater system" - The natural or manmade system that collects, conveys, stores, treats or otherwise affects stormwater or surface water.
- (22) "Surface water" - Waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other watercourses, lakes, ponds, wetlands, marshes and sinkholes.
- (23) "User" - The owner or customer of record of property subject to the stormwater user fee imposed by this ordinance.
- (24) "Vacant/undeveloped property" - Property on which there is no structure for which a certificate of occupancy has been issued.

Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

20-204. Funding of stormwater utility. Funding for the Stormwater Utility's activities may include, but not be limited to, the following:

- (a) Stormwater user fees;
- (b) Civil penalties and damage assessments imposed for or arising from the violation of the City of White House Stormwater Management Ordinance and City of White House Stormwater Utility Ordinance;
- (c) Stormwater permit and inspection fees if so separated from the Grading Permit process; and
- (d) Other funds or income obtained from federal, state, local, and private grants, or revolving funds, and from the Local Government Public Obligations Act of 1986 (Tennessee Code Annotated, title 9, chapter 21).

20-205. Stormwater utility management fund. All revenues generated by or on behalf of the Stormwater Utility shall be deposited in a Stormwater Utility Management Fund and used to fulfill the purposes of the Stormwater Utility.

20-206. Operating budget. The BMA shall adopt, based on a recommendation from the Stormwater Utility, an operating budget for the Stormwater Utility Management Fund each fiscal year. The operating budget shall set forth for such fiscal year the estimated revenues and the estimated costs for operations and maintenance, extension and replacement and debt service.

20-207. Stormwater user fee established. There shall be imposed on each and every developed property in the City of White House, except exempt property, a stormwater user fee, which shall be set from time to time by ordinance as adopted by the BMA, and in the manner and amount prescribed by this ordinance. Prior to amending the stormwater user fee, the City of White House shall advertise its intent to do so by publishing notice in a newspaper of general circulation in the City of White House at least thirty (30) days in advance of the meeting of the BMA which shall consider the adoption of the fee or its amendment. The initial base rate for each ERU as established with this ordinance is hereby set at \$4.56 per month.

20-208. Equivalent residential unit (ERU).

- (1) **Establishment.** There is established for purposes of calculating the stormwater user fees the equivalent residential unit (ERU) as a method of measurement.
- (2) **Definition.** The ERU is the average of the total square footage of the impervious surface areas of a representative sample of developed single-family residential property within the City of White House as approved by the BMA.
- (3) **Setting the ERU.** The ERU shall be modified as necessary by the BMA in future years where adjustment seems required by changes in local conditions. The initial stormwater utility study concerning the ERU in the municipal city limits and hereby established by this ordinance is 3,936 Square Feet.
- (4) **Source of ERU.** The BMA shall have the discretion to determine the source of the data from which the ERU is established, taking into consideration the general acceptance and use of such source on the part of other stormwater systems, and the reliability and general accuracy of the source including but not limited to property tax assessor's rolls, site examination, mapping information, aerial photographs, and other reliable information.
- (5) **Evaluation of ERU.** The ERU shall be evaluated by the Stormwater Utility as necessary, but the ERU shall be evaluated at least every five years.

20-209. Property classification for stormwater user fees.

- (1) **Property classifications.** For purposes of determining the stormwater user fee, all properties in the City of White House are classified into one of the following categories:
 - (a) Single-family residential property;
 - (b) Other developed property;
 - (c) Vacant/undeveloped property;
 - (d) Agricultural property; or
 - (e) Exempt property.
- (2) **Single family residential fee.** The BMA finds that the intensity of development of most parcels of real property in the City of White House classified as single-family residential is similar and that it would be excessively and unnecessarily burdensome on the taxpaying citizens of the City to determine precisely the square footage of the impervious surface on each such parcel. Therefore, all single-family residential properties in the City of White House shall be charged the same stormwater user fee, equal to the ERU base rate, regardless of the size of the parcel or the impervious surface area of the improvements, except as provided herein. Single-family residential property in which the impervious surface area exceeds 10,000 square feet, including any detached accessory structures, shall be charged the same fee as other developed property.
- (3) **Other developed property fee.** The fee for other developed property (i.e., non-single-family residential property) in the City of White House shall be the base rate multiplied by the numerical factor obtained by dividing the total impervious area (square feet) of the property by the standard ERU area and rounded up to the next whole number. The minimum stormwater user fee for other developed property shall equal the base rate for a single-family residential property.
- (4) **Vacant/undeveloped property fee.** The fee for vacant/undeveloped property in the City of White House shall be as follows:

- (a) If the property contains less than 1800 square feet of impervious surface, then no stormwater user fee shall be charged;
 - (b) If the property contains 1800 square feet or more of impervious surface, then property shall be charged based on the amount of impervious surface as other developed property, with the minimum charge being the single-family residential fee.
- (5) Agricultural property. The fee for agricultural property in the City of White House shall be as follows, except as exempted under TCA 68-221-1107 where the property owner or operator is conducting activities satisfying the requirements as a qualified farmer or nurseryman:
- (a) If the property contains impervious surface areas in an amount equal to or less than 10,000 square feet, then the minimum stormwater user fee for such property shall equal the base rate for a single-family residential property;
 - (b) If the property contains impervious surface in an amount greater than the 10,000 square feet, then the property shall be charged in the same manner as other developed property.
- (6) Exempt property. There shall be no stormwater user fee for exempt property as defined in this ordinance or as otherwise provided by State law.

20-210. Base rate. The BMA shall, by ordinance as adopted by the BMA, establish the base rate for the ERU. The base rate shall be calculated to ensure adequate revenues to fund the costs of stormwater management and to provide for the operation, maintenance, and capital improvements of the stormwater system in the City of White House.

20-211. Property owners to pay charges. The owner of each property shall be obligated to pay the stormwater user fee as provided in this ordinance, provided however, that if no sewer or solid waste disposal service is being provided at the property to the owner as a customer of record and such service is being provided to a customer of record other than the owner, it shall be presumed that the owner and such customer of record have agreed that the customer of record shall be obligated to pay such stormwater user fee. If the customer of record other than the owner refuses to pay the stormwater user fee, the owner of each developed property shall be obligated to pay the stormwater user fee as defined in this ordinance.

Non-residential multi-tenant properties shall be billed according to the placement of sewer meters. For example, if the property contains individual unit meters, then billing for the stormwater user fee shall be billed to individual units based on the unit's pro rata percentage of impervious surface. If the multi-tenant property contains a master meter, then the stormwater user fee for the entire impervious surface area shall be billed to the customer of record for such master meter.

Each unit of a multi-tenant residential building shall be billed a minimum charge, the same being the single-family residential fee, to the customer of record for the unit. If an individual unit is not individually billed for any solid-waste or sewer service (i.e. sewer service is billed to a master meter) then the customer of record for the master meter shall be billed as other developed property based on the total impervious surface area.

20-212. Billing procedures and penalties for late payment.

- (1) Rate and collection schedule. A stormwater user fee shall be set at a rate as set forth and adopted by BMA ordinance, collected at a location and on a schedule, established in accordance with this ordinance. The stormwater user fee shall be billed and collected monthly with the monthly utility services bill for those properties within the corporate limits. The stormwater user fee for those properties utilizing City utilities is part of a consolidated statement for utility customers, which is generally paid by a single payment to the City of White House. All bills for the stormwater user fee shall become due and payable in accordance with the rules and regulations of the applicable utilities department pertaining to the collection of the stormwater user fees. Adjustments to the applied rate and collection on any property or user may be initially addressed with the Public Service Director having authority to correct billings strictly in accordance with this regulation. Any formal appeals of the Public Service Director decisions shall be as described and in accordance with the appeals section of this ordinance.

- (2) **Delinquent bills.** The stormwater user fee shall be considered delinquent if not received by the City of White House by the due date stated in the utility statement and subsequent late fees may be imposed in accordance with the law as adopted by the BMA as established by ordinance.
- (3) **Penalties for late payment; failure to pay.** Stormwater user fees shall be subject to a late fee established by ordinance. The City of White House shall be entitled to recover attorney's fees incurred in collecting delinquent stormwater user fees. The City may discontinue comprehensive utility service to any stormwater user who fails or refuses to pay the stormwater user fees and may refuse to accept payment of the utility bill from any user without receiving at the same time, payment of the stormwater user fee charges owed by such user and further may refuse to re-establish service until all such fees have been paid in full.
- (4) **Mandatory statement.** Pursuant to Tennessee Code Annotated § 68-221-1112, each bill that contains stormwater user fees shall also contain the following statement: "THIS TAX HAS BEEN MANDATED BY CONGRESS." Although the mandatory statement will be placed on each bill, the City of White House BMA hereby finds and declares that the stormwater user fee is a utility service fee and not a tax.

20-213. Appeals of fees. Any person who disagrees with the calculation of the stormwater user fee, as provided in this ordinance, may appeal such fee determination to the Stormwater Advisory Board within ten (10) days after the date the payment is due. Any appeal not filed within the time permitted by this section shall be deemed waived.

All appeals shall be filed in writing addressed to the Director of Public Services and shall state the grounds for the appeal and the amount of the stormwater user fee the appellant asserts is appropriate and inappropriate. The appeal shall provide such information and documentation supporting the basis of the appeal. The appeal shall be accompanied by an appeal review fee of \$300. The appeal review fee shall be refunded to any party who prevails in an appeal of the calculation of the stormwater user fee. As a condition to maintaining an appeal, the appellant shall pay all charges billed under protest prior to or at the time of the filing of the appeal.

The Stormwater Advisory Board shall review the appeal and determine whether the challenged determination is consistent with the provisions of this chapter. Appeals related to the stormwater user fee shall be decided based on substantiated evidence with a sound engineering and factual basis. All appeal determinations shall be applied utilizing a strict interpretation of the Stormwater Utility Ordinance. At any hearing related to an appeal or credit determination, the City shall be allowed to present evidence, findings, and recommendations; appealing parties and applicants shall be given an opportunity to present evidence, findings, and recommendations. The Stormwater Advisory Board may request additional information from the appealing party; the board may defer the determination of an appeal one time to the next regularly scheduled meeting of the Stormwater Advisory Board. Each appeal shall be placed on the Stormwater Advisory Board agenda for the next regularly scheduled meeting, which meeting is at least twenty days after the Director of Public Services receives the written appeal. The Director of Public Services shall notify the appellant customer of the date of the appeal review hearing in writing; such written notice shall be given at least ten days prior to the hearing by regular mail at the address provided in the written appeal document. The decision of the Stormwater Advisory Board shall be final and conclusive with no further administrative review.

If a refund is due, the Director of Public Services shall authorize the refund which will be provided as a credit against the customer's stormwater user fee billings until such credit is exhausted.

20-214. Stormwater user fee credit and adjustment policy. Stormwater user fee credits and adjustments are available to other developed property (i.e. non-single-family residential property) with exception to a small homes credit, which is available exclusively for single-family residential property, as outlined in the Stormwater Utility Credit and Adjustment Policy Manual.

20-215. Effective date. This ordinance shall become effective as of the date of its passage on second reading by the BMA. Stormwater user fees shall be charged as a utility billing for all customers within the corporate City limits no beginning January 1, 2015 at 1 ERU for all users. The final ERU billing rates for each of the specific fee classifications will take full effect for all users beginning July 1, 2015.

CHAPTER 3
STORMWATER ADVISORY BOARD

SECTION

- 20-301. Established
- 20-302. Composition; terms; Filling vacancies.
- 20-303. General duties of the Stormwater Advisory Board.
- 20-304. Variances.
- 20-305. Meetings, quorum.
- 20-306. Hearing Procedure; judicial review.

20-301. Established. There is hereby established a board of seven (7) members to be known as the “Stormwater Advisory Board” (SWAB).

20-302. Composition; terms; filling vacancies. The seven (7) members of this board shall be appointed by the Mayor, subject to the approval of the Board of Mayor and Aldermen. The Mayor shall appoint members with the following representations: one (1) representative from the Planning Department, one (1) representative from Public Services, one (1) representative from the City Administration at large, one (1) representative from the Finance Department, one (1) representative employed or retired from a business establishment regulated by this article, one (1) citizen residing within the City Limits of White House, and one (1) representative that is a current member of the Board of Mayor and Aldermen. The Stormwater Coordinator and City Engineer will not be appointed members of the SWAB but shall attend the meetings of the SWAB on behalf of the City. All members shall serve until their successor is appointed. In the event of a vacancy, the Mayor shall appoint a member to fill the unexpired term subject to approval by the Board of Mayor and Aldermen. The SWAB shall select its own chair and vice chair. All officers shall serve for terms of one (1) year.

20-303. General duties of the SWAB. In addition to any other duty or responsibility otherwise conferred upon the SWAB by this Title, the SWAB shall have the duty and power as follows:

- (1) To recommend from time to time to the Board of Mayor and Aldermen that it amend or modify the provisions of this Title;
- (2) To hold hearings relating to the suspension, revocation, or modification of a permit due to stormwater related infractions and issue appropriate orders relating thereto;
- (3) To hold hearings relating to an Appeal from a user concerning the accuracy of any fees imposed upon the same Stormwater Management System user;
- (4) To hold such other hearings as may be required in the administration of this Title and to make such determinations and issue such orders as may be necessary to effectuate the purposes of this Title;
- (5) To request assistance from any officer, agent, or employee of the City or the White House Municipal Planning Commission and to obtain such information or other assistance as the SWAB might need;
- (6) To provide guidance to the Stormwater Coordinator concerning community initiatives, community involvement, public interface and public projects as may from time to time be required to improve the water quality within the jurisdiction in accordance with the intent of this Title.

20-304. Variances.

- (1) The SWAB may grant a variance from the requirements in this Title, provided to do so would not result in the violation of any state or federal law or regulation and if exceptional circumstances applicable to the Site exist such that strict adherence to the provisions of this Title will result in unnecessary hardship and will not result in a condition contrary to the intent of the Title.

- (2) The appellant shall submit a written request containing specific justifications, and any other information necessary to the Stormwater Coordinator for the variance request. The Stormwater Coordinator shall conduct a review of the request for a variance within twenty-five (25) working days after receipt and may either support the petition or may object to the petition. The Stormwater Coordinator shall receive coordination and review comments from the City Engineer on variances and may require additional information or an independent third party study or design analysis. If the Stormwater Coordinator objects to the variance, the reasons therefore shall be stated. Once the Stormwater Coordinator's review is complete or the twenty-five (25) working days for review have expired, the petition shall be subject to SWAB action at the next regularly scheduled meeting or at a special meeting called at the discretion of the chair.
- (3) Variance requests shall be reviewed by the SWAB and may be granted using the following criteria:
 - (a) Those projects or activities where it can be demonstrated that strict compliance with the ordinance would result in severe practical difficulty. Each of the following criteria must be satisfied to show practical difficulty:
 - i. The problem is not self-created.
 - ii. The situation of the landowner is due to the unique conditions of the property. A unique condition is a condition that is peculiar to the subject property that relates to a physical aspect of the subject property.
 - iii. Compliance with the strict letter of the restrictions governing physical requirements such as lot area, setbacks, and lot coverage unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.
 - (b) Those projects or activities serving a public need where no feasible alternative is available.
 - (c) The repair and maintenance of public improvements where avoidance and minimization of adverse impacts to Wetlands and associated aquatic ecosystems have been addressed.
 - (d) Other considerations, such as:
 - i. The proximity of the facility to a waterfront location, in the case of a Functionally Dependent Facility.
 - ii. The relationship of the proposed use to the White House Zoning Ordinance, Comprehensive Land Use Plan, and other community master planning documents for that area.
 - iii. The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - iv. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
 - v. Whether issuance of a variance is the minimum necessary so as not to destroy the character and design of a historic building or feature.
 - (e) In approving a variance, the SWAB may impose conditions on the approval. The conditions shall be identified in the variance approval.
 - (f) The decisions of the SWAB shall be final and conclusive.
- (4) Effect of a Variance. The issuance of a variance shall authorize only the particular variation that is approved. A variance, including any conditions, shall run with the land and shall not be affected by a change in ownership.
- (5) Subsequent Development. Development authorized by the variance shall not be carried out until the applicant has secured all other approvals required by this Title or any other applicable local, state or federal law or regulation. A variance shall not ensure that the development feature approved as a variance shall receive

subsequent approval for other applications for development approval unless the relevant and applicable portions of this Title's other applicable provisions are met.

- (6) Time Limit. Unless otherwise specified in the variance, an application for a Permit (related to this Stormwater Variance) shall be applied for and approved within one (1) year of the date of the variance approval; otherwise the variance shall become invalid. Permitted time frames do not change with successive owners.

20-305. Meetings; quorum.

- (1) The SWAB shall hold regular monthly meetings as needed, but no less than once per quarter and such special meetings as the SWAB may find necessary.
- (2) Four (4) members of the SWAB shall constitute a quorum. A concurring vote of a majority of the voting members present shall be necessary to deny or grant any appeal or other action of the board.
- (3) The SWAB meetings, deliberations, and records shall be open to the public. The SWAB may elect to provide for public comment on relevant issues.

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF WHITE HOUSE, Tennessee, that any developer that has submitted construction plans or had a pre-application conference for a site plan with the City, or any future site plan that is part of a larger common development that has an active Notice of Coverage under the Tennessee Construction General Permit prior to the passage on second and final reading of this Ordinance, may be exempt from the effects of this Ordinance and shall comply with the stormwater requirements as set forth in previously established and required City regulations.

BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF WHITE HOUSE, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the health, safety, and welfare of the citizens requiring it.

First Reading: November 20, 2014

Second Reading: December 18, 2014

Michael Arnold, Mayor

ATTEST:

Kerry Harville, City Recorder

November 12, 2014

MEMORANDUM

To: Board of Mayor and Aldermen
From: Gerald Herman, City Administrator
Re: Ordinance 14-29

I recommend that the Board of Mayor and Aldermen approve Ordinance 14-29. This amendment is needed so that the City's Municipal Code is in line with the Tennessee Code (§ 13-4-101).

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

ORDINANCE 14-29

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 14, CHAPTER 1 MUNICIPAL PLANNING COMMISSION, AMENDING SECTION 14-101.

WHEREAS, the Board of Mayor and Aldermen desire to update the Municipal Code regarding the creation and membership of the Municipal Planning Commission;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Mayor and Aldermen that the White House Municipal Code Title 14, Chapter 1 Municipal Planning Commission, Section 14-101 be revised in the Municipal Code as follows:

TITLE XIV: ZONING AND LAND USE CONTROL
CHAPTER 1: Municipal Planning Commission
AMENDING SECTION: 14-101. Creation and membership.

14-101. Creation and membership. Pursuant to the provisions of Tennessee Code Annotated, § 13-4-101 there is hereby created a municipal planning commission, hereinafter referred to as the planning commission. The planning commission shall consist of seven (7) members; two (2) of these shall be the mayor, or a person designated by the mayor, and an alderman selected by the board of mayor and aldermen; the other five (5) members shall be appointed by the mayor. All members of the planning commission shall serve as such without compensation. Except for the initial appointments, the terms of the five (5) members appointed by the mayor shall be for three (3) years each. The five (5) members first appointed shall be appointed for terms of one (1), two (2), and three (3) years respectively so that the term of one (1) member expires each year. The additional two (2) members appointed shall be appointed for terms of two (2) and three (3) years respectively, and thereafter those members shall serve for terms of three (3) years. The terms of the mayor and the member selected by the board of mayor and aldermen shall run concurrently their terms of office. Any vacancy in an appointive membership shall be filled for the unexpired term by the mayor. The absence of any member from three consecutive meetings without leave except when such absence is made necessary by sickness or other similar causes, ruled as emergency in nature will declare the seat of such member vacant by the chairman.

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

First Reading: November 20, 2014

Second Reading: December 1, 2014

Michael Arnold, Mayor

ATTEST:

Kerry Harville, City Recorder

PURCHASING....

COMMUNIUCATIONS TOWER USE AGREEMENT

This AGREEMENT entered into on the final date of signature hereto, by and between ROBERTSON COUNTY, TENNESSEE, referred to herein as “the County”, the CITY OF SPRINGFIELD, TENNESSEE, referred to herein as “Springfield”, the CITY OF WHITE HOUSE, TENNESSEE, referred to herein as “White House” (all collectively referred to herein as “The Tower Owners”) and GREER COMMUNICATIONS, INC. referred to herein as “Greer”.

WITNESSETH:

WHEREAS, Greer is in the business of communication equipment including a digital radio network; and

WHEREAS, Greer and the Tower owners, together with emergency responding agencies of the tower owners and other emergency responders in Robertson County have a prior working relationship with respect to their emergency communications equipment; and

WHEREAS, Greer and the Robertson County E-911 District together with the various actual responding agencies have discussed the transition of the emergency radio and related equipment from an analog system to a digital system and agreements are being entered into between Greer and the local E-911 District and the responding agencies relative to cost and other issues particular to those other parties; and

WHEREAS, since Greer will be placing its equipment on the communication towers owned by those governmental entities described above as the “Tower Owners”, it has been requested that the Tower Owners should enter into this separate agreement for such tower use.

NOW, THEREFORE, that Tower Owner signing below does hereby agree that upon an acceptable written agreement between Greer and the Robertson County E-911 District, and

further upon a written agreement acceptable to the Tower owner entity emergency responders who will be using the new system and communications air time, that the below governmental entity tower owner does hereby give its consent for Greer to place upon its communications tower all communications and dispatch equipment as necessary for this conversion to the digital system as approved by the various emergency departments of each separate tower owner. Should any of the underlying use contracts be cancelled by said user, use of the tower granted by this agreement shall also be cancelled upon those same terms and conditions.

This Agreement may be signed separately in counterparts and all signature pages assembled as the final Agreement.

ROBERTSON COUNTY, TENNESSEE

CITY OF SPRINGFIELD, TENNESSEE

By: _____

By: _____

Name : _____

Name : _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF WHITE HOUSE, TENNESSEE

GREER COMMUNICATIONS, INC.

By: _____

By: _____

Name : _____

Name : _____

Title: _____

Title: _____

Date: _____

Date: _____

Memorandum of Agreement

This Agreement is made and entered into this ___ day of _____, 20___, by and between The Emergency Communications District of Robertson County, a Tennessee municipal corporation (herein "Robertson"), those respective responding agencies as set forth by signature lines below (herein "Responding Agency") and Greer Communications, Inc., a Tennessee corporation (herein "Greer").

Whereas, the parties desire to enter into a mutual agreement with respect to the access and use of the Greer's digital radio network and Robertson's existing frequencies, trunking equipment, and towers, pursuant to certain terms and conditions; and

Whereas, the respective governmental owners of all necessary towers have given their separate approval for use of the towers by Greer to implement the terms of this Agreement; and

Whereas, Robertson, as the District will not have any paying responsibility pursuant to this Agreement and each Responding Agency will pay according to its radios upon the terms set forth; and

Whereas, certain of the following obligations or descriptions will apply to the District and therefor other obligations or promises will apply to the Responding Agencies according to the nature of use of the equipment and the communications system. Wherever so required, the parties of Robertson and Responding Agency shall be interchangeable for such purpose.

Now therefore, for mutual considerations herein described and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Robertson, the Responding Agencies and Greer hereby agree to those certain terms and conditions as follows:

1. Digital Trunked Radio Network.
 - a. During the duration of the partnership Greer Communications will supply the additional equipment, labor, and software necessary to upgrade Robertson's five existing Analog Trunked Sites to a Five Site Digital Trunked Radio System.
 - b. All existing Robertson Trunked Radio equipment will be made available and will be managed exclusively by Greer Communications during the duration of the partnership.
 - c. Greer Communications will add Robertson's five-site Digital Trunked Radio System to Greer's Wide Area Digital Trunked Radio Network (one site, Pleasant View is actually Greer's tower site).
 - d. Robertson will have access to Greer's entire Network (providing much greater range including other counties) and in turn other Greer customers will have access to these five newly added sites.
 - e. Greer Communications will grant public safety radios system access priority over any other users for voice traffic.
 - f. Greer Communications will continue to add channels and equipment to these two sites if needed as loading demands.

2. Property and Licenses
 - a. All real property and/or equipment of Robertson will remain the property of Robertson. Any equipment purchased by Greer Communications will remain the property of Greer Communications.
 - b. Both parties will maintain insurance on their property and equipment.
 - c. Each party will maintain and retain ownership of their FCC Licenses. These two sites may use Robertson's frequencies, Greer's frequencies, or a combination of both as needed to maintain the systems performance.
 - d. Greer Communications will be granted unrestricted access to all sites.

3. System Maintenance
 - a. Greer Communications will maintain the Digital Trunked Radio System infrastructure at the five sites according to our normal maintenance agreements at no additional cost to Robertson.
 - b. Greer Communications will update the Digital Trunked Radio System software and firmware at the five sites as needed to maintain quality of service.
 - c. Any damaged equipment that is outside of a normal maintenance agreement (such as lightning, water, wind, and other Acts of God and nature) will be the responsibility of each party and their insurance to repair or replace.

4. Subscriber Radios
 - a. As part of the agreement Greer Communications will sell all Robertson Public Safety Agencies their radios to operate on this system at 25% off of list price during the partnership.
 - b. To maintain the Network's integrity, performance, and viability all radios on the network will be purchased from and programmed by Greer Communications.
 - c. Reprogramming of radios can only be done by the System Administrator Network Key holder (Greer Communications). Greer will reprogram the customer's radios on demand at its regular hourly rates to the customer.
 - d. This agreement does not include maintenance or programming of subscriber radios. Robertson can choose to enter into a service contract with Greer Communications for repairs or pay Greer Communications for service as needed at Greer's regular rates.
 - e. The \$8.00 per month radio fee will be waived for the Robertson –District's radios.

5. Airtime/Usage
 - a. Greer Communication will provide unlimited voice airtime to the Robertson County Local Government Departments at a rate of \$8 per radio per month to be paid annually in advance.
 - b. Greer Communication will provide AVL airtime to the Robertson County Local Government departments at a rate of \$11 per radio per month to be paid annually in advance. If one Voice radio is already in the vehicle then the price will only be an additional \$3 added to that unit. This rate is based on 20 minute updates until a Red/Blue light is activated at which time it will report that event and increase the update rate to 20 seconds for a period of 20 minutes. The AVL will also report an event and increase the update anytime a preset speed limit is reached.
 - c. Greer Communications will provide the same talk group structure to Robertson that it has currently on its Analog Trunking System.
 - d. This agreement will run for a period of 5 years. It may be terminated by either party with a one year notice. At the end of this agreement it will automatically renew for another 5 year term at a 20% increase unless canceled by either party one year before the fifth anniversary.

6. Signatures and approval

This Agreement is to be signed by the 911 District, Robertson County and the cities of Springfield and White House. Further, all airtime usage payment will be paid by the respective Responding Agency and a representative of each Responding Agency will sign this Agreement for that purpose and to agree to those other terms as may be applicable to a Responding Agency and not the District nor the tower owners. All signatures may be signed in counter-part and the signatures may be compiled together for the purpose of a complete signed document.

ROBERTSON COUNTY 911

GREER COMMUNICATIONS, INC.

By: _____

By: _____

Name : _____

Name : _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREED TO:

ROBERTSON COUNTY, TENNESSEE

By: _____

Name : _____

Title: _____

Date: _____

CITY OF SPRINGFIELD, TENNESSEE

By: _____

Name : _____

Title: _____

Date: _____

CITY OF WHITE HOUSE, TENNESSEE

By: _____

Name : _____

Title: _____

Date: _____

November 6, 2014

MEMORANDUM

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

I recommend that the board approve the 2015 LSTA Technology Grant. This grant is a matching grant to which the City has already budgeted in this fiscal year. The grant will provide the White House Library \$1,118 that will be used to purchase necessary software for newly installed computers, a new fax machine, receipt printer, and bar code scanner needed once the new library is open. New computers do not come with Microsoft Office software, which is necessary for basic computer use. Additionally, the library will need the security and lock down software that is installed on our computers to ensure that patrons cannot download unwanted materials. Finally, the new fax machine, receipt printer, and bar code scanner are necessary as there will now be a larger circulation desk and check out stations. All of the listed items are needed to ensure that library services can be provided in the new building.

State of Tennessee



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

Charles Sherrill
State Librarian and Archivist

615-741-2764
Chuck.Sherrill@tn.gov

MEMORANDUM

To: Elizabeth Kozlowski, Director
White House Inn Library and Museum

From: Christy Chandler
Tennessee State Library and Archives for Planning & Development

Date: October 20, 2014

Attachment: Grant Contract 30504-00315-135

Enclosed please find the Grant Contract between the Department of State, Tennessee State Library and Archives, and White House Inn Library and Museum beginning October 1, 2014 and ending on April 30, 2015. The contract will need to be signed by either the chair of the board, a member of the board that has fiscal authority, or your city/county mayor. We will not be able to process a contract signed by the Project Manager, Library Director, or a member of the library staff.

Please obtain the required signatures and return the signed contract to Jennifer Cowan-Henderson at the Tennessee State Library and Archives at your earliest convenience. Thank you.

**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 2 for the low-bid notebook on http://tn.gov/generalserv/cpo/SWCWeb_Lines6.html#SWC3005.
- 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 1.3 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, 2014, and ending on April 30, 2015. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Thousand One Hundred Eighty Dollars (\$1180.00). The Grant Budget, attached and

incorporated hereto as Attachment One, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

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

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

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

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require

compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.

- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and

that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be

addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jennifer Cowan-Henderson, Bibliographic Services Coordinator
Tennessee State Library and Archives
403 Seventh Avenue North
Nashville, TN 37243
Jennifer.Cowan-Henderson@tn.gov
Telephone # (615) 741-1923
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:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

CHARLES A. SHERRILL, STATE LIBRARIAN AND ARCHIVIST

DATE

TENNESSEE DEPARTMENT OF STATE, OFFICE OF THE SECRETARY OF STATE

TRE HARGETT, SECRETARY OF STATE

DATE

TH

| 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: October 1, 2014 END: April 30, 2015 | | | | |
| POLICY 03 Object Line-Item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ | GRANT CONTRACT | GRANTEE MATCH | TOTAL PROJECT |
| 1, 2 | Salaries, Benefits & Taxes | 0.00 | 0.00 | 0.00 |
| 4, 15 | Professional Fee, Grant & Award ² | 0.00 | 0.00 | 0.00 |
| 5, 6, 7, 8, 9, 10 | Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications | \$1180.00 | \$1180.00 | \$2360.00 |
| 11, 12 | Travel, Conferences & Meetings | 0.00 | 0.00 | 0.00 |
| 13 | Interest ² | 0.00 | 0.00 | 0.00 |
| 14 | Insurance | 0.00 | 0.00 | 0.00 |
| 16 | Specific Assistance To Individuals | 0.00 | 0.00 | 0.00 |
| 17 | Depreciation ² | 0.00 | 0.00 | 0.00 |
| 18 | Other Non-Personnel ² | 0.00 | 0.00 | 0.00 |
| 20 | Capital Purchase ² | 0.00 | 0.00 | 0.00 |
| 22 | Indirect Cost | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expense | 0.00 | 0.00 | 0.00 |
| n/a | Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above) | 0.00 | 0.00 | 0.00 |
| 25 | GRAND TOTAL | \$1180.00 | \$1180.00 | \$2360.00 |

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

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

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

November 6, 2014

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: W. Joe Moss, Director of Public Services
Re: Request to Reject Meadows Sewer Project Bid Award

On this date, November 6, 2014, I'm requesting that the Mayor and Board of Alderman reject the TDEC/SRF funded CG1 2012-302 & SRF 2012-308 GREEN Infiltration and Inflow Correction Project that was awarded to Cleary Construction on August 21, 2014.

This project is also known as the *Meadows Area Sanitary Sewer System Improvement Project*.

Our initial low bidder, Cleary Construction, informed us last week that they were unwilling to extend their bid price to facilitate award. The contractor, Cleary Construction, has requested an additional \$50,000.00 to move forward with the contract project, citing cost escalations.

Although SRF/TDEC allows for such increases, our bid process was a sealed bid not a competitive negotiation bid. Regardless of that fact, Cleary did not present the proper documentation showing increases in materials or labor as they cited in their conversations.

The reason that Cleary could make such a request is that the bid document provides for a 60-day window for the contracts to be executed. The documents were not ready for execution within that 60-day period due to the following delays with the approval process at SRF/TDEC:

1. McGill created a newspaper ad but never placed it with the paper. But, since the bid was listed on the State's website, SRF accepted that in lieu of an actual newspaper advertisement – this caused a short delay;
2. McGill failed to include some amendments in with the SRF/TDEC bid document submittal. SRF called them and McGill sent the requested documents, which SRF never received.
3. After I questioned McGill regarding the length of time SRF was taking in reviewing and approving our bid package, McGill called SRF only to learn that SRF had not received the sent documents. McGill had to resend those documents via electronic delivery which caused a further delay in SRF/TDEC's review of the bid documents.

Therefore, the contract was not ready for signature within the 60-day period which gave the contractor, Cleary Construction, the right to request a change, or withdraw from the award, without penalty.

The next bidder is approximately \$88,000.00 higher. With such a large spread between the bids, I feel it more prudent to reject the bids and rebid this project. I've attached the original bid tabulation for your further review.

Therefore, I am recommending accepting Cleary Construction's request to withdraw from their bid, and to rebid this project in January.

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

W. Joe Moss
Director of Public Services



August 6, 2014

Joe Moss
City of White House
105 College Street
White House, Tennessee 37188

RE: Recommendation of Award
Meadows Area Sanitary Sewer
Improvements

Dear Joe:

Bids for the construction of the subject project were received in the City of White House City Hall Board Room and publicly opened on August 6, 2014. As shown below, a total of six (6) bids were received and opened for the construction project. A Certified Bid Tabulation of all bids is attached for your review. The bids can be summarized as follows:

| <u>Bidder</u> | <u>Base Bid Price</u> |
|--|-----------------------|
| Cleary Construction, Inc. | \$683,493.00 |
| Parchman Construction Co., Inc. | \$771,965.75 |
| J & H Construction of Cookeville, Inc. | \$777,505.00 |
| JSJ Construction, LLC | \$796,024.00 |
| Norris Bros. Excavating | \$898,370.69 |
| Twin States Utilities & Excavation, Inc. | \$981,340.00 |

Denotes Corrected Error

The low bid for the construction project was submitted by Cleary Construction, Inc., from Tompkinsville, Kentucky. McGill Associates has reviewed Cleary Construction, Inc.'s references and have found them to be a responsible and competent contractor. Therefore, we recommend award of the project to Cleary Construction, Inc. in the amount of \$683,493.00.

Should you have any questions or need any additional information, please contact me at your convenience.

Sincerely,
McGILL ASSOCIATES, P. A.

A handwritten signature in black ink, appearing to read 'Ben R. Simerl'.

Benjamin R. Simerl
Project Manager

Enclosure

P:\2011\1.02003 White House - Hobbs Area and Dawn Court Sewer Line Replacement\Tyree Springs and Meadows\Bid Award

E n g i n e e r i n g ° P l a n n i n g ° F i n a n c e

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

Phone: 865-540-0801 • Fax: 865-595-4999

| CERTIFIED BID TABULATION | | Meadows Area Sanitary Sewer Improvements | | City of White House, Tennessee | | Clearly Construction, Inc. | | Parchman Construction Co., Inc. | | J & H Construction of Cookeville, Inc. | | JSJ Construction, LLC | | Meads Bros. Excavating | | Twin Steers Utilities & Excavation, Inc. | | |
|--------------------------|---|---|------|--|-------|--|-------|---|-------|--|-------|---|-------|------------------------|-------|--|-------|-----------|
| | | 2006 Edmonson Rd., Tompkinsville, KY 42167 270-871-1784 | | 695 Hwy. 149 East Cumberland City, TN 37050 931-827-3652 | | P.O. Box 2253 Cookeville, TN 38502-2253 931-269-5453 | | 3671 Armstrong Rd. Springfield, TN 37172 615-360-8253 | | 1007 Rodgers Rd. Crossville, TN 38632 931-227-5665 | | P.O. Box 14 Mount Herman, KY 42157 270-427-5300 | | | | | | |
| Bid Bond (5%) | | Addenda No. 1-2 | | YES | | YES | | YES | | YES | | YES | | YES | | YES | | |
| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | |
| 1 | Installation (Minimum of 2% of Bid) | 1 | LS | 11,000.00 | \$ | 11,000.00 | \$ | 11,000.00 | \$ | 22,650.00 | \$ | 22,650.00 | \$ | 2,275.00 | \$ | 2,275.00 | \$ | 15,000.00 |
| 2 | 1" Dia. SDR 35 PVC Gravity Sewer Line, incl. Stone Bedding, Backfill and 18" Manholes | 3,028 | LF | 35.00 | \$ | 106,980.00 | \$ | 152,308.00 | \$ | 45.00 | \$ | 137,250.00 | \$ | 47.32 | \$ | 143,370.40 | \$ | 85.00 |
| 3 | 3" Dia. SDR 35 PVC Gravity Storm Line, incl. Stone Bedding, 37W Stone Backfill and all Accessories | 2,900 | LF | 51.00 | \$ | 147,900.00 | \$ | 156,300.00 | \$ | 71.00 | \$ | 206,100.00 | \$ | 83.16 | \$ | 240,794.20 | \$ | 110.22 |
| 4 | Stone and Jack with Encasement Poles | 30 | LF | 155.00 | \$ | 4,650.00 | \$ | 4,400.00 | \$ | 200.00 | \$ | 6,000.00 | \$ | 200.30 | \$ | 6,009.00 | \$ | 250.00 |
| 5 | 4" Dia. Standard Manhole | 22 | EA | 1,650.00 | \$ | 36,300.00 | \$ | 43,010.00 | \$ | 3,100.00 | \$ | 68,200.00 | \$ | 2,002.20 | \$ | 44,244.00 | \$ | 3,800.00 |
| 6 | Inside Drop Manhole | 1 | EA | 2,100.00 | \$ | 2,100.00 | \$ | 1,520.00 | \$ | 1,500.00 | \$ | 7,500.00 | \$ | 1,633.00 | \$ | 1,633.00 | \$ | 3,500.00 |
| 7 | Spigoted Frame and Cover | 23 | EA | 316.00 | \$ | 7,268.00 | \$ | 10,750.00 | \$ | 460.00 | \$ | 8,200.00 | \$ | 269.25 | \$ | 6,112.75 | \$ | 250.00 |
| 8 | Removal of Individual Manhole Poles | 51 | EA | 272.00 | \$ | 13,872.00 | \$ | 45,155.00 | \$ | 892.00 | \$ | 45,100.00 | \$ | 1,365.00 | \$ | 69,615.00 | \$ | 1,000.00 |
| 9 | Install Stone Solids Detention | 2,000 | LF | 35.00 | \$ | 70,000.00 | \$ | 62,000.00 | \$ | 30.00 | \$ | 60,000.00 | \$ | 21.84 | \$ | 43,680.00 | \$ | 25.00 |
| 10 | Alphabet Drive Repair (incl. 457 Stone Backfill, 3' minimum depth, 18" Bricks, 3' Width) | 175 | LF | 25.00 | \$ | 4,375.00 | \$ | 4,000.00 | \$ | 80.00 | \$ | 14,000.00 | \$ | 28.00 | \$ | 4,900.00 | \$ | 30.00 |
| 11 | Gravel Drive Repair (incl. 457 Stone Backfill, all around 3' Width) | 100 | LF | 12.00 | \$ | 1,200.00 | \$ | 2,000.00 | \$ | 30.00 | \$ | 3,000.00 | \$ | 11.33 | \$ | 1,133.00 | \$ | 10.00 |
| 12 | Concrete Drive Repair (incl. 457 Stone Backfill, 4,000 PSI concrete, all around 3' Width) | 25 | LF | 82.00 | \$ | 2,050.00 | \$ | 1,371.25 | \$ | 54.65 | \$ | 1,366.25 | \$ | 64.00 | \$ | 1,600.00 | \$ | 40.00 |
| 13a | Preventer Repair - for Overlay | 2,740 | LF | 22.00 | \$ | 60,280.00 | \$ | 19.65 | \$ | 53,841.00 | \$ | 30.00 | \$ | 81,200.00 | \$ | 35.49 | \$ | 97,242.60 |
| 13b | Preventer Repair - Patch Repairs Only | 30 | LF | 34.00 | \$ | 1,020.00 | \$ | 200.00 | \$ | 60.00 | \$ | 1,020.00 | \$ | 27.30 | \$ | 819.00 | \$ | 25.00 |
| 14 | Asphalt Overlay | 1,152 | SqYd | 118.00 | \$ | 135,840.00 | \$ | 129,300.00 | \$ | 99.00 | \$ | 114,000.00 | \$ | 110.00 | \$ | 126,720.00 | \$ | 150.15 |
| 15a | 18" Dia HDPE Smooth Wall Storm Drain incl. Stone Bedding, Backfill, and all Accessories | 147 | LF | 163.00 | \$ | 24,060.00 | \$ | 23,861.00 | \$ | 48.00 | \$ | 7,056.00 | \$ | 70.00 | \$ | 10,290.00 | \$ | 112.02 |
| 15b | 24" Dia HDPE Smooth Wall Storm Drain incl. Stone Bedding, Backfill, and all Accessories | 90 | LF | 228.00 | \$ | 20,520.00 | \$ | 19,225.00 | \$ | 53.25 | \$ | 4,792.50 | \$ | 182.00 | \$ | 16,380.00 | \$ | 169.25 |
| 16 | 36" x 48" Catch Basin | 1 | EA | 6,575.00 | \$ | 6,575.00 | \$ | 28,257.00 | \$ | 28,257.00 | \$ | 3,500.00 | \$ | 3,500.00 | \$ | 4,450.00 | \$ | 4,450.00 |
| 17 | Concrete Stormwater Inlet (incl. 457 Stone Backfill, 4,000 PSI concrete, (18" dia) Gopher Pump Station Complete with release and tension ring connection) | 65 | SY | 99.00 | \$ | 6,435.00 | \$ | 4,150.25 | \$ | 63.83 | \$ | 4,150.25 | \$ | 36.00 | \$ | 2,340.00 | \$ | 1,183.00 |
| 18 | Connection to Existing Manhole | 2 | EA | 10,305.00 | \$ | 20,610.00 | \$ | 6,175.00 | \$ | 12,350.00 | \$ | 7,800.00 | \$ | 7,000.00 | \$ | 6,420.00 | \$ | 11,204.00 |
| 19 | Connection to Existing Manhole | 1 | EA | 1,300.00 | \$ | 1,300.00 | \$ | 1,050.00 | \$ | 900.00 | \$ | 700.00 | \$ | 1,150.00 | \$ | 1,020.00 | \$ | 1,420.00 |
| 20 | Excision and Sealing Concrete | 1 | LS | 4,350.00 | \$ | 4,350.00 | \$ | 5,000.00 | \$ | 10,000.00 | \$ | 10,000.00 | \$ | 7,247.00 | \$ | 1,850.00 | \$ | 10,000.00 |
| Total | | | | | \$ | 653,403.00 | \$ | 771,960.75 | \$ | 777,505.00 | \$ | 798,024.50 | \$ | 828,370.63 | \$ | 881,340.00 | \$ | |



McGill ASSOCIATES

Plans to be ready for bid by 10:00 AM on the date specified. Plans to be ready for bid by 10:00 AM on the date specified. Plans to be ready for bid by 10:00 AM on the date specified.

City of White House, 105 City St., White House, Tennessee 37188

Sealed in the amount of 5% of total bid.

November 12, 2014

MEMORANDUM

To: Board of Mayor and Aldermen
From: Ashley Smith, Director of Parks and Recreation
CC: Gerald Herman, City Administrator
Re: Splash Pad recommendation

On September 30th, two competitive sealed proposals were received for the installation of a splash pad. Both vendors came in to give a presentation based on their respective proposal.

After receiving best and final offers from each vendor, the review committee recommended the Vortex system. The project was priced jointly, with a price supplied for the installation and another price supplied for the equipment.

This proposal was going to require 2 separate purchase orders because the installation contractor's license limit was not high enough. We were advised not to issue two purchase orders by MTAS.

Therefore, Great Southern Recreation is recommended for approval at a cost of \$250,000. This includes all of the splash pad equipment and installation, and Great Southern Recreation will act as the General Contractor. Their license is sufficient to cover the entire project. In addition to the best and final offer shown in the spreadsheet, they have agreed to pigment the concrete with an earth tone at no additional charge.

I am recommending approval. Thank you.

City of White House
 Splash Pad Phase 1
 Proposal Tabulation

| RFCSP | Great Southern Recreation | Vortex | | | | |
|--|---|--|--------|--------|--------|--------|
| Splash Pad Phase 1 | 2441-Q Old Fort Pkwy #462 Murfreesboro, TN 37128 | 2605 Sagebush Dr Suite 208 Flower Mound, TX 75028 | | | | |
| OPENING: September 30, 2014 @ 1 p.m. SPECIFICATIONS: | | | | | | |
| Original Proposal Total: | \$250,000.00 | \$238,740.00 | | | | |
| Option A* | \$250,000.00 | \$250,000.00 | | | | |
| Option B* | \$250,000.00 | \$250,000.00 | | | | |
| Optional Concrete Color** | \$10,575.00 | \$2,500.00 | | | | |
| Totals | \$250,000.00 | \$250,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| *Please refer to Comparison Spreadsheet for breakdown | | | | | | |
| **Will take away some items in either Option A or B to stay at \$250,000 | | | | | | |

Splash Pad Proposals Comparison Sheet

| Vortex | QTY | Age Group | GPM | Spray Zone | Great Southern Estimates | Qty | Age Group | GPM | Spray Zone |
|-----------------------|-----------|------------------|------------|------------------------|--------------------------|-----------|------------------|------------|------------------|
| Bollard Activator No3 | 1 | Family Bay | 8 | 5' | Flower Activator | 1 | | | |
| Bloom No 1 | 1 | Teen | 10 | 20' | Spin Flower | 1 | Teen | 30 | |
| Fountain Spray | 2 | Family Bay | 7 | 12' | | | | | |
| Ground Geyser | 4 | Family Bay | 10 | 8' | | | | | |
| Jet Stream | 3 | Family Bay | 10 | 5' | Simple Spray | 2 | | 7 | NA |
| Loop N*1 | 1 | Teen | 10 | 20' X 26' water cannon | Little Sqwerts | 2 | Jr set | 12 | 15' water cannon |
| Rooster Tail | 2 | Family Bay | 10 | 4-11' | Water Wave | 1 | | | |
| Team Spray No 2 | 1 | Teen | 48 | 15' manually activated | | | | | |
| Water Jelly No 3 | 1 | Toddler | 35 | 6' w 3 sprayers | Water Flower | 1 | | 10 | 2' |
| Water Tunnel No 2 | 1 | Family Bay | 20 | 6/12' | Aqua Arch | 3 | | 5 | 7' |
| Aqualian FlowerNo2 | 1 | Family Bay | 7 | 8' | | | | | |
| Silhouette No 1 | 1 | Family Bay | 18 | 15' Bell shape | | | | | |
| Silhouette No 3 | 1 | Family Bay | 8 | 5' | Mushroom Maze | 1 | | 40 | |
| Silhouette No 5 | 1 | Family Bay | 7 | 20' | Sprig Sprayer | 1 | | 15 | 10' |
| | | | | | Water Weave | 1 | | 14 | 8' |
| | | | | | Flutterby Ring | 1 | | 10 | NA |
| | | | | | Corn Dog Grass | 1 | | 36 | 10' |
| | | | | | Water Rings | 1 | | 40 | NA |
| | | | | | Flick Flower | 1 | | 60 | NA |
| | | | | | Delilah Dragonfly | 1 | Toddler | 8 | 3' |
| Playsafe Drain | 1 | Misc | | | | 7 | | | |
| Total Units | 21 | Total GPM | 208 | | | 25 | Total GPM | 250 | |

Note: GPM listed as maximum per vendor specs to provide easier comparison

Note: Vortex uses 1 main drain in the middle of the area while Water Odyssey uses 7 spread around the splash area.

Original bid total \$238,740

Original bid total \$250,000

| Options : The Vortex Group sent along two different options to consider | | | | Great Southern sent one and an addition cost for | | | |
|---|----------------|-----------------|-----|--|--------|-----------------|--|
| Option A | | | | Sun Shade 12'x12' | 2 each | | |
| Sun Shade 12'x20' | 2 each | | | (Single Post) | | | |
| (Four Post) | | | | 6' Benches | 4 | | |
| 14'x22' Concrete Slab | 2 each | | | Trash Receptacles | 2 | | |
| Connecting Sidewalks | 30 linear feet | | | Chain link fence remains | | | |
| Picnic Tables | 4 each | | | | | \$250,000 Total | |
| Litter Receptacles | 2 each | | | | | | |
| Remove fence from bid | | | | Optional Additons over Budgeted \$250,000 | | | |
| | | \$250,000 Total | | Fence Upgrade | | | |
| | | | | to 4'Aluminum | | \$ 4,025.00 | |
| Option B | | | | | | | |
| Sun Shades 12'x20' | 1 each | | | Fence Upgrade | | | |
| Four Post | | | | to 6'Aluminum | | \$ 5,742.00 | |
| 14'x22' Concrete Slab | 1 each | | | | | | |
| Connecting Sidewalks | 15 linear feet | | | Tuff Coat Surfacing | | | |
| Picnic Tables | 4 each | | | for Concrete Pad | | \$ 10,575.00 | |
| Litter Receptacles | 2 each | | | | | | |
| Loop N*1 Water Cannon | 1 each | | | | | | |
| Remove fence from bid | | | | | | | |
| | | \$250,000 Total | | | | | |
| | | | | | | | |
| Optional Additions over Budgeted \$250,000 | | | | | | | |
| Concrete Staining | | | | | | | |
| Light Colors | | \$ 2,500.00 | +/- | | | | |
| Dark Colors | | \$ 6,250.00 | +/- | | | | |



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www.waterodyssey.com
512.032-1155



City of Whitehouse

W14707

2,350 SQ FT Wet Play Area
w/ 5' recommended Overstray Zone

335 GPM

Perspective View

OTHER BUSINESS...



City of White House, Tennessee

105 College Street • White House, TN 37188
www.cityofwhitehouse.com
Phone (615) 672-4350 • Fax (615) 672-2939
"Valuing our Future while Protecting our Heritage"

October 20, 2014

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

Dear Mayor and Aldermen,

On Thursday, October 16, 2014, Finance Director/Treasurer Charlotte Soporowski resigned her position with the City of White House. In order to assure timely business transactions an interim needs to be appointed. Jason Barnes, our new Accountant has offered to serve in this position. At your November 20th Board of Mayor and Aldermen meeting a request for formal approval will be submitted.

Human resources will begin advertising for the Finance Director/Treasurer position by the end of the week. We hope to be able to have before you a request to approve a person for this position by the end of January or early February 2015.

If you have any questions feel free to contact me at 615-672-4350, ext. 2105.

Sincerely,

Gerald Herman
City Administrator

Cc: City of White House, Personnel Director – Amanda Brewton
Crosslin & Associates

DISCUSSION ITEMS...

OTHER INFORMATION....



NASHVILLE AREA

Metropolitan Planning Organization

MPO Active Transportation Program Grant Awards

Background

The MPO's Active Transportation Program was created by the MPO's *2035 Regional Transportation Plan* as a way to increase active transportation options and support the development of walkable communities throughout Middle Tennessee. In December 2013, the MPO executive board approved nearly \$12 million in funding from a combination of two federal grant programs distributed to the Nashville urbanized area including the FHWA Surface Transportation Program and the Transportation Alternatives Program.

The following presents detail of the MPO staff recommendation to award nearly \$10 million to 10 projects across the region. Projects were evaluated and optimized by the MPO's Bicycle and Pedestrian Committee. More information at: http://www.nashvillempo.org/plans_programs/tip/ATP.aspx

Award Recommendations

1. Small Town Connections

City of Nolensville, Williamson County

Award Amount: \$415,000

Construction of a trailhead and bridge, and environmental work for the Nolensville multi-use trail.

Project Cost: \$518,750

2. Lower Station Camp Creek Greenway

Sumner County

Award Amount: \$1,045,000

Design, right-of-way acquisition, and construction of 2,000 linear feet from Station Camp School to Saundersville Station subdivision, including a pedestrian bridge over Station Camp Creek.

Project Cost: \$1,306,250

3. North Nashville Mini Transit Hub

Nashville MTA, Davidson County

Award Amount: 750,000

Construction of a transit hub, sidewalks, and bicycle parking along Clarksville Pike (SR-112).

Project Cost: \$937,500

4. Highway 31W (SR-41) Sidewalk and Bicycle Lanes

White House, Sumner County

Award Amount: 1,600,000

Construction of a three-quarter mile multi-use trail on Highway 31 from Clearview Court to the greenway trailhead.

Project Cost: \$2,000,000

5. **Citywide Sidewalk Improvement Program**
City of Gallatin, Sumner County
Award Amount: 560,000
Construction of 4 miles of sidewalks across 13 high-priority locations throughout the city.
Project Cost: \$700,000

6. **Belinda Parkway Pedestrian Connector**
City of Mt. Juliet, Wilson County
Award Amount: 1,250,000
Construction of nearly 2 miles of sidewalks between Providence Greenway and Jerry Mundy Park, connecting residential and commercial areas.
Project Cost: \$1,562,500

7. **Franklin Pike (SR-6) Multimodal Plan**
Berry Hill, Davidson County
Award Amount: \$125,000
Preparation of a multi-modal plan for a one-mile stretch of Franklin Pike between Wedgewood and Berry Road. The plan will engage the public and community stakeholders to develop recommendations for improved access management for automobiles, and new accommodations for pedestrians, bicycles, and transit users.
Project Cost: \$156,250

8. **Franklin-Cool Springs Bike Share Program**
Franklin Transit Authority, Williamson County
Award Amount: \$2,065,000
Implementation, administration, and maintenance of 23 bike-share stations of 10 bicycles each across Franklin and the Cools Springs area
Project Cost: \$2,581,250

9. **S. Lowry Street (SR-1) Streetscaping and Bicycle and Pedestrian Improvements**
Town of Smyrna, Rutherford County
Award Amount: \$320,000
First phase of planned streetscape improvements to Lowry Street from Sam Davis Road to Jackson Street in downtown Smyrna. The design includes pedestrian and bicycle facilities and the replacement of a center turn lane with a landscaped median.
Project Cost: \$400,000

10. **Nolensville Pike Mini Transit Hub**
Nashville MTA, Davidson County
Award Amount: \$1,500,000
Construction of a transit hub at the intersection of Nolensville Pike and Harding Place. The project will include covered bicycle parking, improved pedestrian crosswalks, sidewalks, and signage.
Project Cost: \$1,875,000

5. ACTION ITEM: Proposed Amendments to the FYs 2014-2017 TIP (attachment)

The MPO has proposed the following amendments to the *Transportation Improvement Program* (TIP). A 21-day public review and comment period and two public hearings are required prior to adoption by the Board.

More information is available at NashvilleMPO.org/plans_programs/tip/.

PROPOSED AMENDMENTS:

| TIP # | RTP # | Project Name | Sponsor | Action |
|--------------|------------|--|----------------------------|---|
| 2015-65-060 | Consistent | Bus & Bus Facilities | Franklin Transit Authority | New Project |
| 2014-85-028 | Consistent | Bus & Bus Facilities (Grouping) – Nashville-Davidson UZA | MPO | Shift Funds to Project Above |
| 2015-57-061 | Consistent | Portland Signal Timing Optimization Program | City of Portland | New Project |
| 2014-85-059 | 1085-323 | Express Bus Service from Dickson Co | RTA | Add Funds |
| 2011-85-125 | 1085-323 | Expansion of Regional Bus Services | RTA | Add Funds |
| 2015-89-062 | Consistent | TDOT HELP Truck Program Expansion | TDOT | New Project |
| 2015-66-063 | Consistent | Nolensville Elementary School – Phase 2 | Town of Nolensville | New Project |
| 2015-56-064 | Consistent | Portland West Middle School | City of Portland | New Project |
| 2015-19-065 | Consistent | Franklin Pike Multimodal Plan | City of Berry Hill | New Project |
| 2015-66-066 | Consistent | Franklin/Cool Springs Bike Share Program | The TMA Group | New Project |
| 2015-56-067 | Consistent | Gallatin Citywide Sidewalk Improvements – Phase 1 | City of Gallatin | New Project |
| 2015-76-068 | Consistent | Belinda Parkway Pedestrian Connector | City of Mt. Juliet | New Project |
| 2015-111-069 | Consistent | North Nashville Mini-Hub | MTA | New Project |
| 2015-111-070 | Consistent | Nolensville Pike Mini-Hub | MTA | New Project |
| 2015-66-071 | Consistent | Nolensville Small Town Connections | Town of Nolensville | New Project |
| 2015-46-072 | Consistent | Lowry Street Improvements | Town of Smyrna | New Project |
| 2015-56-073 | Consistent | Lower Station Camp Creek Greenway – Phase 3B | Sumner County | New Project |
| 2015-56-074 | Consistent | SR-41/US-31W Sidewalk/Bike Lane Project | City of White House | New Project |
| 2014-86-6666 | 1086-601 | MPO Active Transportation Program | MPO | Shift Funds to ATP Grant Awarded Projects Above |

SCHEDULE:

- 11/12 – TCC and XB Endorsement
- 11/13-12/10 – Public Review and Comment Period
- 12/3 – First Public Hearing (TCC)
- 12/10 – Second Public Hearing / Adoption (XB)

RECOMMENDATION #4: Endorse proposed amendments for public review and comment.

6. ACTION ITEM: Endorse Priorities for TDOT Three-Year Program (attachment)

Each year, TDOT requests local communities work with their MPO to develop a list of regional transportation priorities as part of the Department's process to develop the three-year work program that will be presented to the Tennessee General Assembly as part of the state's budget.

RECOMMENDATION #5: Endorse regional priorities for TDOT's three-year program.