

CITY OF WHITE HOUSE  
Agenda  
*Board of Mayor and Alderman Meeting*  
December 18, 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 November 20, 2014 meeting
7. Approval of Minutes of the December 1, 2014 meeting
8. Welcome Visitors
9. Public Hearings
  - a. **Ordinance 14-25:** An ordinance amending the Municipal Code Title 1, Chapter 7 Treasurer, amending section 1-704. *Second Reading.*
  - b. **Ordinance 14-26:** An ordinance amending the Municipal Code Title 10, Chapter 1 In General and Chapter 2 Dogs. *Second 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. *Second 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. *Second Reading.*
10. Communication from Mayor, Aldermen, and City Administrator
11. Acknowledge Reports
  - A. General Government
  - B. Finance
  - C. Human Resources
  - D. Police
  - E. Fire
  - F. Public Services
  - G. Planning & Codes
  - H. Parks & Recreation
  - I. Library/Museum
  - J. Municipal Court
  - K. Monthly Financial Summary
12. Consideration of the Following Resolutions:
  - a. **Resolution 14-07:** A resolution approving certain amendments and revisions to the personnel manual.
  - b. **Resolution 14-08:** A resolution to authorize participation in the Pool's "Safety Partners" Loss Control Matching Safety Grant Program.

13. Consideration of the Following Ordinances:

- a. **Ordinance 14-25:** An ordinance amending the Municipal Code Title 1, Chapter 7 Treasurer, amending section 1-704. *Second Reading.*
- b. **Ordinance 14-26:** An ordinance amending the Municipal Code Title 10, Chapter 1 In General and Chapter 2 Dogs. *Second 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. *Second 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. *Second Reading.*
- e. **Ordinance 14-30:** An ordinance to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee. *First Reading.*
- f. **Ordinance 14-31:** An ordinance to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee. *First Reading.*
- g. **Ordinance 14-32:** An ordinance to de-annex certain territories within the corporate boundaries of the City of White House, Tennessee. *First Reading.*

14. Purchasing

- a. To approve or reject PBG Builders, Inc. Change Order #7 in the amount of \$32,818.71 for electrical work on the new library. The City Administrator recommends approval.
- b. To approve or reject removing Fire Rescue Truck 2 (1998-Ford Model F-Series Commercial Chassis) from the asset list and selling on GovDeals (VIN#: 1FDYF80E3WVA38809). The Fire Chief recommends approval.
- c. To approve or reject removing an air compressor (Serial#: CA1482159), salt spreader (Model VCT12DD), Skid Steer (Serial #: KV0260B261506), and Canon Copier (Serial #: JER14525) from the asset list and selling on GovDeals. The Public Services Director recommends approval.
- d. To approve or reject removing the 2004 Infiniti G35 from the asset list and selling on GovDeals (VIN#: JNKCV51F14M719561). The Police Chief recommends approval.
- e. To approve or reject the City Administrator entering into a contract with Windstream for installation and telephone services for 60 months. Windstream is covered under the General Services Administration contract. Staff recommends approval.

15. Other Business

- a. To approve or reject the package liquor store application and application deadline of February 12, 2015.

16. Discussion Items

- a. Splash Pad project

17. Other Information

- a. Budget calendar for FY 2015-2016 annual budget

b. FY 2015 approval memo from the State of Tennessee Local Government Audit Office

18. Adjournment

CITY OF WHITE HOUSE  
Minutes  
*Board of Mayor and Alderman Meeting*  
November 20, 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 Pastor Tommy Gore from White House Church of Christ 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. Paltzik, second by Ald. Hutson to adopt the agenda. A voice vote was called for with all members voting aye. **Motion passed.**

6. Approval of Minutes of the October 16, 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. **October 16, 2014 minutes were approved.**

7. Welcome Visitors

Mayor Arnold welcomed all visitors.

8. Public Hearings

a. None

9. Communication from Mayor, Aldermen, and City Administrator

Ald. Paltzik informed the Board of important Chamber of Commerce events that will be taking place between Thanksgiving and Christmas.

Ald. Decker educated the Board on the importance of small towns and how they were established.

City Administrator Gerald Herman provided an update on the Highway 31W Sidewalk/Bike Lane Phase I project.

City Administrator Gerald Herman announced that the Highway 31W Sidewalk/Bike Lane Phase II project was endorsed by the MPO Executive Committee and the Technical Coordinating Committee on November 12<sup>th</sup>. There will be a public hearing held at the MPO Technical Coordinating Committee on December 3<sup>rd</sup>.

City Administrator Gerald Herman stated that the Sage Road Sewer Extension project is nearing completion.

City Administrator Gerald Herman mentioned that the Tyree Springs/South Palmers intersection project is on track and will go out to bid in December with a projected bid opening in January.

City Administrator Gerald Herman stated that the Finance Department has been busy with the annual audit, and it has been going well.

City Administrator Gerald Herman provided an update on the library construction.

City Administrator Gerald Herman mentioned that business seems to be doing well in White House. He stated that he, Mayor Arnold, and City Recorder Harville have attended many ribbon cuttings this past month.

City Administrator Gerald Herman provided an update on Sumner County's annual tax collection issue. He mentioned that if the issue is not corrected by next week we will have to get notices out and make adjustments later if needed.

City Administrator Gerald Herman stated that the City employees are continuing to beautify our City through street sweeping, liter pick up, and codes enforcement.

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 |                              |

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.**

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.*

Motion was made by Ald. Paltzik, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Ordinance 14-25 passed on First Reading.**

- b. **Ordinance 14-26:** An ordinance amending the Municipal Code Title 10, Chapter 1 In General and Chapter 2 Dogs. *First Reading.*

Motion was made by Ald. Decker, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Ordinance 14-26 passed on 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.*

Motion was made by Ald. Bibb, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Ordinance 14-27 passed on 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.*

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Ordinance 14-28 passed on 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.*

Motion was made by Ald. Bibb, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Ordinance 14-29 passed on 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.

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 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.

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

- c. To approve or reject 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.

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

- 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.

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.**

- 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.

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

### 14. Other Business

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

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

- b. The Mayor recommended appointing Martha Wilkinson to the Planning Commission as his designee, and asked for Board approval.

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

15. Discussion Items

- a. None

16. Other Information

- a. MPO Active Transportation Program Grant Awards

17. Adjournment

Meeting was adjourned at 7:43 pm.

ATTEST:

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

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

CITY OF WHITE HOUSE  
Board of Mayor and Aldermen Agenda  
*Special Session*  
December 1, 2014  
4:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 4:00 pm.

2. Roll Call

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

3. 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 present members voting aye. **Motion passed.**

4. Public Hearings

- a. **Ordinance 14-29:** An ordinance amending the Municipal Code Title 14, Chapter 1 Municipal Planning Commission, amending section 14-101. *Second Reading.*

No one spoke for or against.

5. New Business

- a. **Ordinance 14-29:** An ordinance amending the Municipal Code Title 14, Chapter 1 Municipal Planning Commission, amending section 14-101. *Second Reading.*

Motion was made by Ald. Bibb, second by Ald. Hutson to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Decker - aye; Ald. Hutson - aye; Ald. Paltzik - absent; Mayor Arnold - aye. Motion was approved. **Ordinance 14-29 was approved on Second Reading.**

- b. To approve or reject Bomar Construction's bid of \$314,000.00 for the Municipal Recreation Complex Phase I civil site work. The City Administrator and Parks and Recreation Director recommends approval.

Motion was made by Ald. Bibb, second by Ald. Decker to approve. Following discussion a roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Decker - nay; Ald. Hutson - nay; Ald. Paltzik - absent; Mayor Arnold - aye. Motion was not approved. **Motion failed.**

6. Adjournment

Meeting was adjourned at 4:25 pm.

ATTEST:

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

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

REPORTS....

**General Government Department  
November 2014**

**Administration**

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

- November 03:
  - I-65 Corridor Study Meeting
  - Miracle on Main Street Meeting
  - Splash Pad Committee Meeting
  - White House Community Initiative for the Arts Meeting
- November 04: Meeting with City Attorney about SEC Bonds and TIF
- November 10: Planning Commission Meeting
- November 12:
  - Safety Audit Review for SR76
  - Metropolitan Planning Organization Annual Luncheon
  - Pre-Bid Meeting for Municipal Recreation Complex Phase I Site Work
  - Sumner County Council of Government Banquet
- November 13: Library Board Meeting
- November 17:
  - Robertson County Impact Fee Committee Meeting
  - Kennon Calhoun Workshop Presentation (Current Library Building Renovation)
- November 18:
  - Chamber of Commerce Luncheon
  - Realizing Robertson Investor Meeting
- November 19: Middle Tennessee City Manager's Quarterly Meeting
- November 20:
  - Sumner County Joint Economic Development Board Meeting
  - Board of Mayor and Aldermen Meeting
- November 21: RTA Marketing Committee Rebranding Project Meeting

**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.

<b>Budget</b>	<b>Budgeted Amount</b>	<b>Expended/Encumbered*</b>	<b>% Over (↑) or Under (↓) (Anticipated expenditures by this point in the year)</b>
General Fund	\$12,795,795	\$7,533,936	↑ 17.21%
Cemetery Fund	\$42,426	\$33,515	↑ 37.32%
Debt Services	\$769,119	\$1,957	↓ 41.42%
Healthcare	\$68,500	\$22,211	↓ 9.25%
Impact Fees	\$165,835	\$113,604	↑ 26.83%
Industrial Development	\$50,300	\$4,276	↓ 33.17%
Parks Sales Tax	\$133,284	\$388	↓ 41.38%
Police Drug Fund	\$6,833	\$2,696	↑ 2.22%
Solid Waste	\$1,057,598	\$750,748	↑ 29.32%
State Street Aid	\$263,000	\$172,164	↑ 23.79%
Stormwater Fund	\$3,500	\$0	↓ 41.67%
Wastewater	\$9,075,983	\$3,653,737	↓ 0.71%

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

**General Government Department  
November 2014**

**Purchasing**

The Purchasing Specialist's goal is to have an error rate of less than 10% on purchase orders submitted for processing. The November 2014 error rate was 0.8%.

**Total Purchase Orders**

	<b>FY 2015</b>	<b>FY 2014</b>
July	231	212
August	170	140
September	107	142
October	149	152
November	113	110
December		110
January		119
February		132
March		154
April		157
May		149
June		156
<b>Total</b>	<b>770</b>	<b>1,733</b>

**Purchase Order Errors by Department**

	<b>Nov. 2014</b>	<b>FY 2015*</b>
Admin.	0	2
Bldg. Maint.	1	3
Cemetery	0	0
Codes	0	0
Court	0	0
Finance	0	1
Fire	1	6
HR	0	0
Library	1	4
Parks	0	5
Police	0	1
Public Works	1	9
Sanitation	0	0
Wastewater	1	5
<b>Total</b>	<b>5</b>	<b>36</b>

\*Errors by department started being tracked in August 2014.

<b>Purchase Orders by Dollars</b>	<b>Nov. 2014</b>	<b>FY 2015</b>	<b>FY 2014</b>	<b>Total for FY15</b>	<b>Total for FY14</b>
Purchase Orders \$0-\$1,999	97	629	1,517	\$422,146.84	\$529,278.93
Purchase Orders \$2,000-\$9,999	12	84	154	\$350,826.18	\$551,768.46
Purchase Orders over \$10,000	4	57	62	\$9,467,843.47	\$6,221,273.04
<b>Total</b>	<b>113</b>	<b>770</b>	<b>1,733</b>	<b>\$10,240,816.49</b>	<b>\$7,302,320.43</b>

**Website Management**

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

	<b>2014- 2015 Update Requests</b>	<b>2013 - 2014 Update Requests</b>	<b>2012 - 2013 Update Requests</b>	<b>2014- 2015 Page Visits</b>	<b>2013 - 2014 Page Visits</b>	<b>2012 - 2013 Page Visits</b>
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	67	92	21	361,124	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
<b>Total</b>	<b>452</b>	<b>1,355</b>	<b>554</b>	<b>1,869,774</b>	<b>5,124,420</b>	<b>1,366,173</b>

**General Government Department  
November 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.

	<b>2014 - 2015 New Likes</b>	<b>2013 - 2014 New Likes</b>	<b>2012 - 2013 New Likes</b>	<b>2014 - 2015 # of Posts</b>	<b>2013 - 2014 # of Posts</b>	<b>2012 - 2013 # of Posts</b>
<b>July</b>	29	34	19	49	14	5
<b>August</b>	23	25	13	30	22	3
<b>September</b>	26	10	14	37	11	4
<b>October</b>	57	7	17	47	18	4
<b>November</b>	25	21	18	21	10	10
<b>December</b>		97	17		17	6
<b>January</b>		36	9		15	3
<b>February</b>		33	15		27	2
<b>March</b>		16	10		25	2
<b>April</b>		20	7		22	3
<b>May</b>		21	6		19	3
<b>June</b>		40	15		19	18
<b>Total</b>	<b>160</b>	<b>320</b>	<b>306</b>	<b>184</b>	<b>200</b>	<b>59</b>

**Twitter Management**

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

	<b>2014 - 2015 Total Followers</b>	<b>2013 - 2014 Total Followers</b>	<b>2012 - 2013 Total Followers</b>	<b>2014 - 2015 # of Tweets</b>	<b>2013 - 2014 # of Tweets</b>	<b>2012 - 2013 # of Tweets</b>
<b>July</b>	418	294	223	42	14	5
<b>August</b>	422	314	227	30	22	1
<b>September</b>	432	322	237	32	11	2
<b>October</b>	439	322	237	33	18	4
<b>November</b>	446	322	239	22	10	10
<b>December</b>		337	245		17	6
<b>January</b>		346	260		10	3
<b>February</b>		361	262		20	2
<b>March</b>		370	267		25	2
<b>April</b>		385	277		21	3
<b>May</b>		464	284		15	3
<b>June</b>		410	275		19	18
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>159</b>	<b>162</b>	<b>59</b>

**General Government Department  
November 2014**

**Building Maintenance Projects**

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

*Special Maintenance Projects*

- Decorate for Christmas
- HVAC repair for Admin/HR/Boardroom unit
- HVAC repair in gymnasium

	<b>2014 - 2015 Work Order Requests</b>	<b>2013 - 2014 Work Order Requests</b>
<b>July</b>	25	N/A
<b>August</b>	10	N/A
<b>September</b>	19	N/A
<b>October</b>	27	N/A
<b>November</b>	15	N/A
<b>December</b>		8
<b>January</b>		19
<b>February</b>		33
<b>March</b>		15
<b>April</b>		15
<b>May</b>		31
<b>June</b>		20
<b>Total</b>	<b>96</b>	<b>141</b>

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

**Finance Department  
November 2014**

**Finance Section**

The finance department worked several hours in the month of November with the city auditors from Crosslin & Associates, P.C. The Accounting Specialist attended the CMFO "Payroll, Benefits, and Pension" class in Nashville, TN. The Utility Billing Specialist attended the TAUD Utility Leadership Conference in Gatlinburg, TN.

**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	5,875,746	54%

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	\$ 2,923,692	↓14.83%
Cemetery Fund	\$ 27,450	\$ 16,861	↑19.76%
Debt Services	\$ 809,250	\$ 14,534	↓39.87%
Healthcare	\$ 47,290	\$ 24,863	↑10.91%
Impact Fees	\$ 8,250	\$ 12,512	↑109.99%
Industrial Development	\$ 47,080	\$ 48,608	↑61.58%
Park Sales Tax	\$ 78,280	\$ 33,623	↑1.29%
Police Drug Fund	\$ 8,515	\$ 1,728	↓21.37%
Solid Waste	\$ 804,832	\$ 328,070	↓0.90%
State Street Aid	\$ 274,371	\$ 116,336	↑0.73%
Stormwater Fund	\$ 50,250	\$ -	↓41.67%
Wastewater	\$ 7,736,258	\$ 3,065,616	↓2.04%

\*Realized amounts reflect revenues realized from July 1, 2014—November 30, 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	2 paper checks 206 direct deposits	0 Retro adjustments	0 Voids

**Finance Department  
November 2014**

**Accounts Payable**

	Nov. 2014	Oct. 2014	Sept. 2014	Aug. 2014
<b>Total # of Invoices Processed</b>	307	387	373	322

**Business License Activity**

	Nov. 2014	YTD FY 2015	FY 2014 Total	FY 2013 Total	FY 2012 Total	FY 2011 Total
<b>Opened</b>	9	49	74	80	52	55
<b>Closed</b>	1	3	13	140*	6	3

\*129 businesses deemed uncollectable in October 2012

**Wastewater Billing**

	Nov. 2014	YTD FY 2015	FY 2014 Total	FY 2013 Total	FY 2012 Total	FY 2011 Total
<b>New Connections</b>	6	24	55	28	15	44
<b>Late Payments (\$)</b>	6,269	29,375	69,241	65,074	67,810	62,880
<b>Disconnect for non-payment (#)</b>	28	187	514	258*	n/a	n/a

\*Only 6 months of data available for disconnects in FY 2013

**Human Resources Department  
November 2014**

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

- November 03: Miracle on Main Street Committee Meeting
- November 18: Chamber of Commerce Luncheon
- November 19: Tennessee Public Risk Management Association
- November 20: Tennessee Public Risk Management Association
- November 21: Tennessee Public Risk Management Association
- November 25: Safety Committee Meeting

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

	<b>2014 - 2015</b>	<b>2013- 2014</b>	<b>2012- 2013</b>	<b>2011 - 2012</b>
July	0	2	0	0
August	0	0	1	2
September	3	1	1	0
October	1	1	0	1
November	1	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
<b>Total</b>	<b>5</b>	<b>9</b>	<b>12</b>	<b>7</b>

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

	<b>2014 - 2015</b>	<b>2013- 2014</b>	<b>2012- 2013</b>	<b>2011 - 2012</b>
July	0	2	0	0
August	0	0	1	0
September	0	1	0	0
October	1	2	1	1
November	0	0	1	0
December		1	1	2

	<b>2013- 2014</b>	<b>2014 - 2015</b>	<b>2012- 2013</b>	<b>2011 - 2012</b>	<b>2010- 2011</b>
January			2	0	0
February			2	0	3
March			0	1	0
April			2	1	1
May			0	0	0
June			2	0	0
<b>Total</b>		<b>1</b>	<b>14</b>	<b>6</b>	<b>7</b>

**Human Resources Department  
November 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	0	0.00%	1	1.16%	1	1.12%	1	1.15%
November	1	1.10%	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%
<b>Total</b>	<b>2</b>	<b>2.20%</b>	<b>6</b>	<b>7.14%</b>	<b>8</b>	<b>8.99%</b>	<b>19</b>	<b>21.84%</b>

**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	0	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
<b>Total</b>	<b>2</b>	<b>4</b>	<b>4</b>

**(T) - Termination**

**(S) - Suspension**

**(D) - Demotion**

**Police Department  
November 2014**

**Meetings/Civic Organizations**

- **Chief Brady attended the following meetings in November:** Department Head Meeting (Nov. 3<sup>rd</sup> & Nov. 18<sup>th</sup>), Miracle on Main Street (Nov. 3<sup>rd</sup>), 911 User Group (Nov. 12<sup>th</sup>), Sumner County Local Government Awards Dinner (Nov. 12<sup>th</sup>), Robertson County Chief's Meeting (Nov. 13<sup>th</sup>), Arby's Ribbon Cutting (Nov. 17<sup>th</sup>), 911 Board Meeting (Nov. 18<sup>th</sup>), Board of Mayor and Alderman Meeting (Nov. 20<sup>th</sup>), Command Staff Meeting (Nov. 25<sup>th</sup>) and Drug Task Force Meeting Thanksgiving/Christmas Luncheon (Nov. 26<sup>th</sup>).

**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. **Complete.**
2. **Our department training goal is that each police employee receives 40 hours of in-service training each year.** The White House Police Department has 24 Employees. With a goal of 40 hours per employee, we should have an overall Department total of 960 hours of training per calendar year.

Month	Admin Training Hours	Patrol Training Hours	Support Services Training Hours	Total Training Hours
January	0	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
November	0	64	0	64
<b>Grand Total</b>	<b>21</b>	<b>905</b>	<b>97</b>	<b>1,023</b>

**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	November 2014	FY 2014-2015
Two (2) Officers per Shift	5	19
Three (3) Officers per Shift	55	288

2. **Acquire and place into service two Police Patrol Vehicles.** The two new vehicles were ordered on September 22<sup>nd</sup>. It will take approximately 10 weeks to receive them. They will need to be

**Police Department  
November 2014**

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 have been delivered. Compliance Checks will occur before the end of December.
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	November 2014	Per 1,000 Pop.	Total 2014	Per 1,000 Pop.
<b>Serious Crime Reported</b>				
Crimes Against Persons	15	1	136	13
Crimes Against Property	32	3	345	32
Crimes Against Society	13	1	110	10
<b>Total</b>	60	6	531	49
<b>Arrests</b>	52		334	

\*U.S. Census Estimate 2013 – 10,752

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.*

	November 2014	TOTAL 2014
<b>Traffic Crashes Reported</b>	37	305
<b>Enforce Traffic Laws:</b>		
<b>Written Citations</b>	226	3,002
<b>Written Warnings</b>	166	1,718
<b>Verbal Warnings</b>	406	4,745

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.*

<b>COLLISION RATIO</b>				
<u>2014</u>	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
November	37	5	14%	12%

**Staffing**

We have two Police Officer positions open at the Police Department. We are currently advertising for new applicants.

- **K-9:** Ofc. Jason Ghee and Nike attended their monthly training
  - The Sumner County 18<sup>th</sup> Judicial Drug Task Force recently gained statewide recognition. They were named the 2014 "Drug Unit of the Year" by the Tennessee Narcotics Officers Association. It is the highest award given by the organization. The recognition came from a more than year-long investigation

**Police Department**

**November 2014**

by the task force and the Drug Enforcement Agency that led to the arrests in August of more than 30 people who face various drug trafficking and distribution charges.

**Sumner County Emergency Response Team:** Nothing to report in November. The ERT Breakfast is scheduled for December 19<sup>th</sup>.

**Volunteer Reserve Officers:** Reserves helped with S.P.E.A.R.E class in November instructed by Sgt. Enck. They had 35 women attend. The Reserves will have their Annual Dinner in January.

**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
November	81%	77%

**Communications Section**

	October	Total 2014
Calls for Service	1,300	15,223
Alarm Calls	32	319

**Request for Reports**

	November 2014	FY 2014-2015
Requests for Reports	18	104
Amount taken in	\$9.60	\$70.85
Tow Bills	\$0.00	\$270.00
Emailed at no charge	28	130
Storage Fees	\$0.00	\$0.00

**Governor's Highway Safety Office (GHSO):** The GHSO Regional Award will be announced on December 12<sup>th</sup>.

**Volunteer Police Explorers:** The Explorers met on November 13<sup>th</sup>. They

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

**Crime Prevention/Community Relations Performance Measurements**

1. *Teach D.A.R.E Classes (10 Week Program) to two public elementary schools and one private by the end of each school year.*  
Classed for D.A.R.E. are ongoing. The 2014, program at Heritage Elementary commenced on Monday, October 20<sup>th</sup>. D.A.R.E Instructor, Captain Mingledorff is teaching the ten week program to seven classes, totaling 168 5<sup>th</sup> graders. Graduation is scheduled for January.
2. *Plan and coordinate Public Safety Awareness Day on Labor Day as an annual event.* This year's event was held on Monday, September 1, 2014. **Complete.**

**Police Department  
November 2014**

3. ***Plan, recruit, and coordinate a Citizen's Police Academy as an annual event. Completed.***  
The next class is scheduled for February 2015.
4. ***Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.***
  - **Wheels In Motion:** The program was held on Thursday, November 20<sup>th</sup> at H.B. Williams Elementary School and White House Heritage Elementary School. One bicycle and helmet was presented by the White House Rotary Club and Captain Mingledorff at each school.  
H.B. Williams: 1 Bike and helmet on Thursday, November 20<sup>th</sup>.  
Heritage Elementary: 1 Bike and helmet on Thursday, November 20<sup>th</sup>

**Special Events:** *WHPD Officers participated in the following events during November:*  
White House High School Football Security Detail: Nov. 7<sup>th</sup>, 14<sup>th</sup>, and 21<sup>st</sup>.  
White House Heritage High School Football Security Detail: Nov. 7<sup>th</sup> and 14<sup>th</sup>.

**Upcoming Event:**  
Nothing at this time.

<b>2014 Participation in Joint Community Events</b>		
	<b>November 2014</b>	<b>Year to Date</b>
<b>Community Activities</b>	4	40

**Fire Department  
November 2014**

**Summary of Month's Activities**

**Fire Operations**

The Department responded to 71 requests for service during the month with 47 responses being medical emergencies. The Department responded to 5 vehicle accidents with reported injuries with seven patients transported to area hospitals.

**November 4<sup>th</sup> 10:18am**– The Department responded to a reported vehicle fire on Allers Drive when fire units arrived on scene the engine compartment of the vehicle was involved with fire. Hose lines were deployed to extinguish the fire, the vehicle was a total loss although there was no other property damage reported.

**November 12<sup>th</sup> 2:23pm** – The Department responded to a vehicle accident at Hwy 76 and I-65 involving a semi-truck. When fire units arrived on scene the crash involved the semi-truck and pickup truck, the semi was off the roadway leaking fuel. There was one patient that required medical care and transport by Robertson County EMS. The fuel leak was stopped by fire department personnel, Robertson County EMA was called to the scene to assist with the fuel spill. There were no other injuries reported with this incident.

**November 30<sup>th</sup> 7:51pm** – The Department was dispatched to a vehicle accident at Hwy. 76 and Maxey Jones Road to assist Cross Plains Fire Department. When our fire units arrived on scene Robertson County EMS was already on scene attending to several patients who were already out of the vehicles. The Incident Command System was set up and our fire personnel removed a door from an SUV to access a patient and assisted with the removal of the patient. One patient was air lifted to the hospital and four others were transported by ground ambulance to area hospitals.

**Fire Administration**

**November 3<sup>rd</sup>** – Chief Palmer attended the Miracle on Main Street planning meeting at city hall.

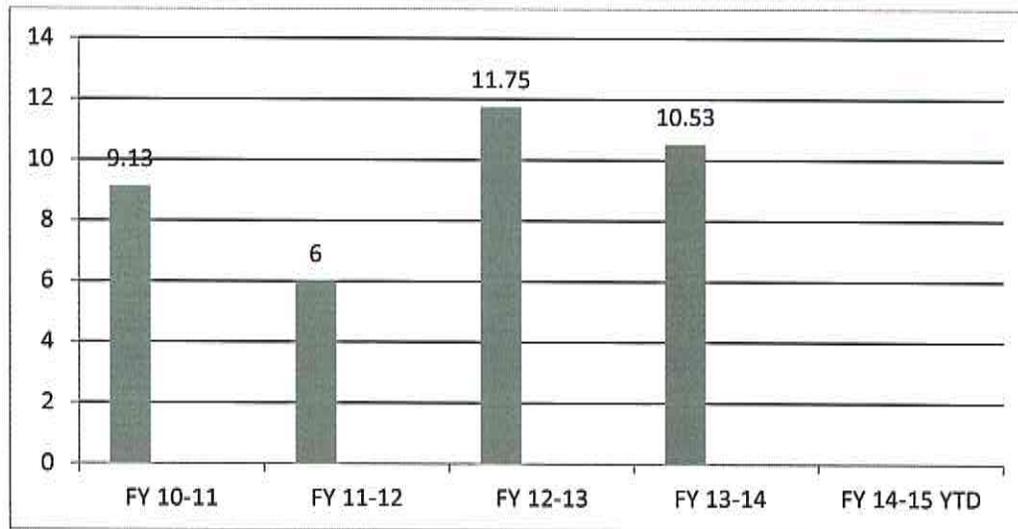
**November 25<sup>th</sup>** –Asst. Chief Sisk attended and chaired the monthly Safety Committee Meeting at fire station 2.

During the month of November Asst. Chief Sisk attended the Work Hours Committee meeting and also met with a group of city employees to consider a needs assessment of a new telephone system.

**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.



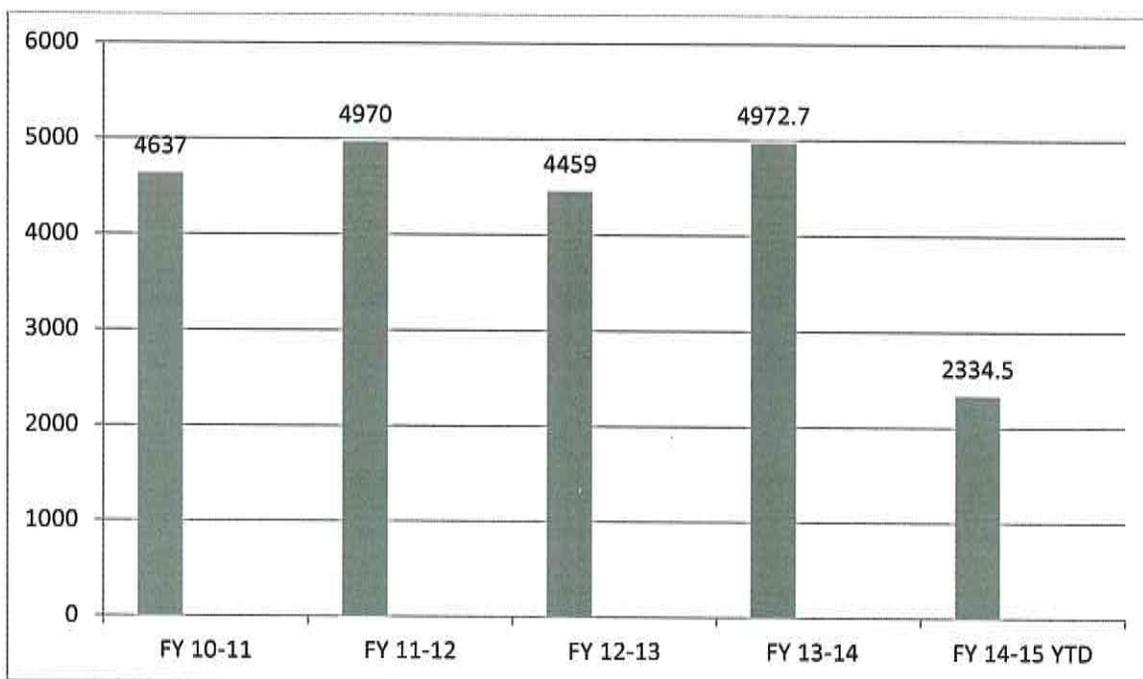
**Fire Department  
November 2014**

**Incident Responses**

Structure Fires	0	Vehicle Accidents(general cleanup)	1
Other Fires	0	Vehicle Accidents(With injuries)	5
Vehicle Fires	1	Rescue	0
Grass, Brush, Trash, Fires	0	False Alarms/Calls	10
Hazmat	0	Assist other Governmental Agency	1
Other Calls	6	Total Responses for the Month	71
Emergency Medical Responses	47	Total Responses Year to Date	413

**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.

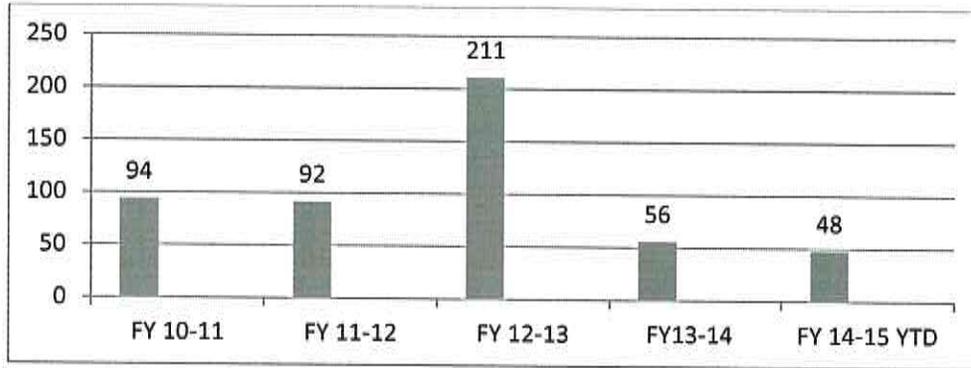


Total Training Man-hours for the Month	361.81	Total Training Man-hours Year to Date	2334.5
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**Fire Department  
November 2014**

**Fire Inspection**

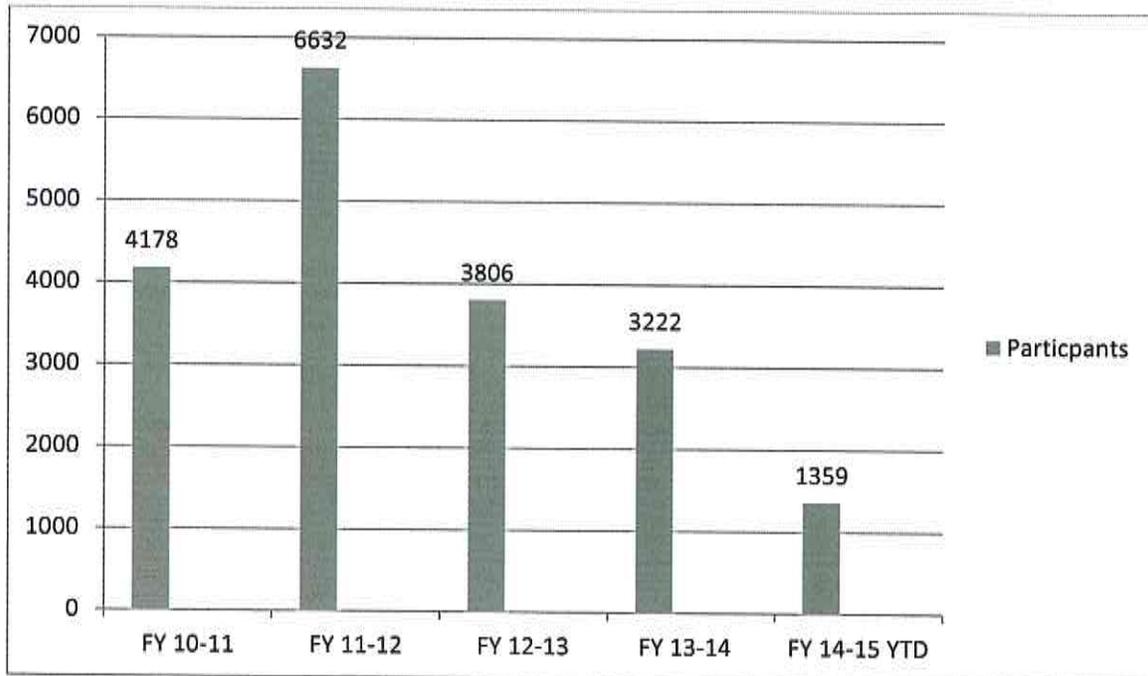
It is part of our fire prevention goals to complete a fire inspection at each business annually. Currently in our data base there are 387 businesses in the city including commercial and industrial facilities.



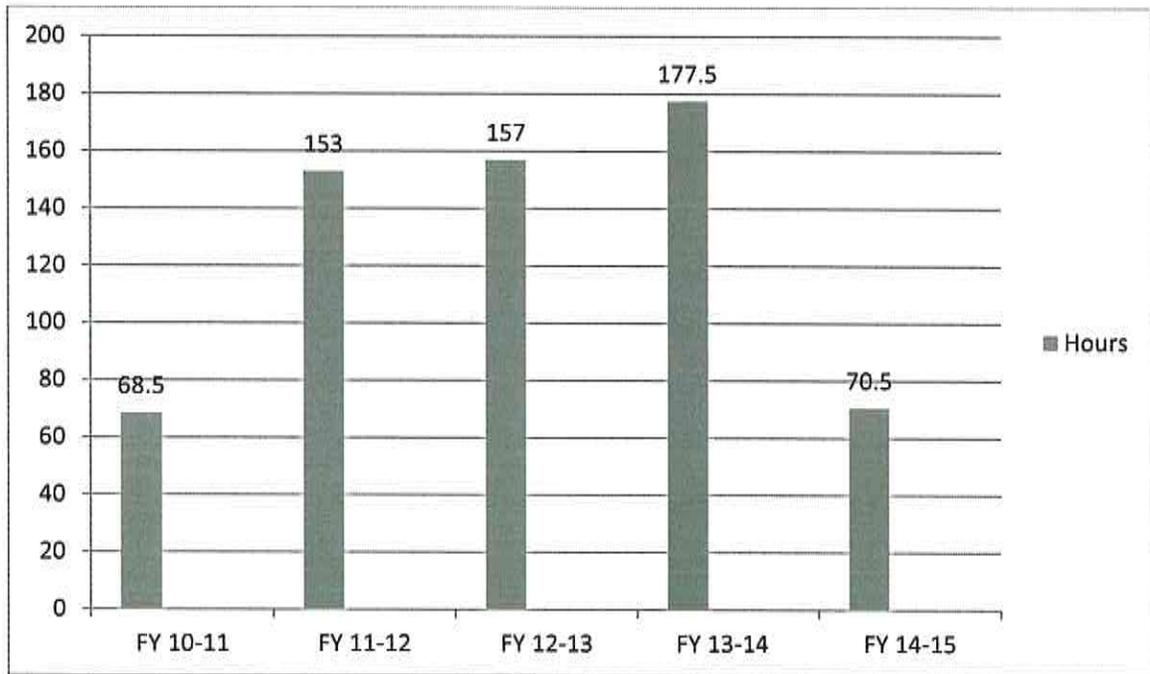
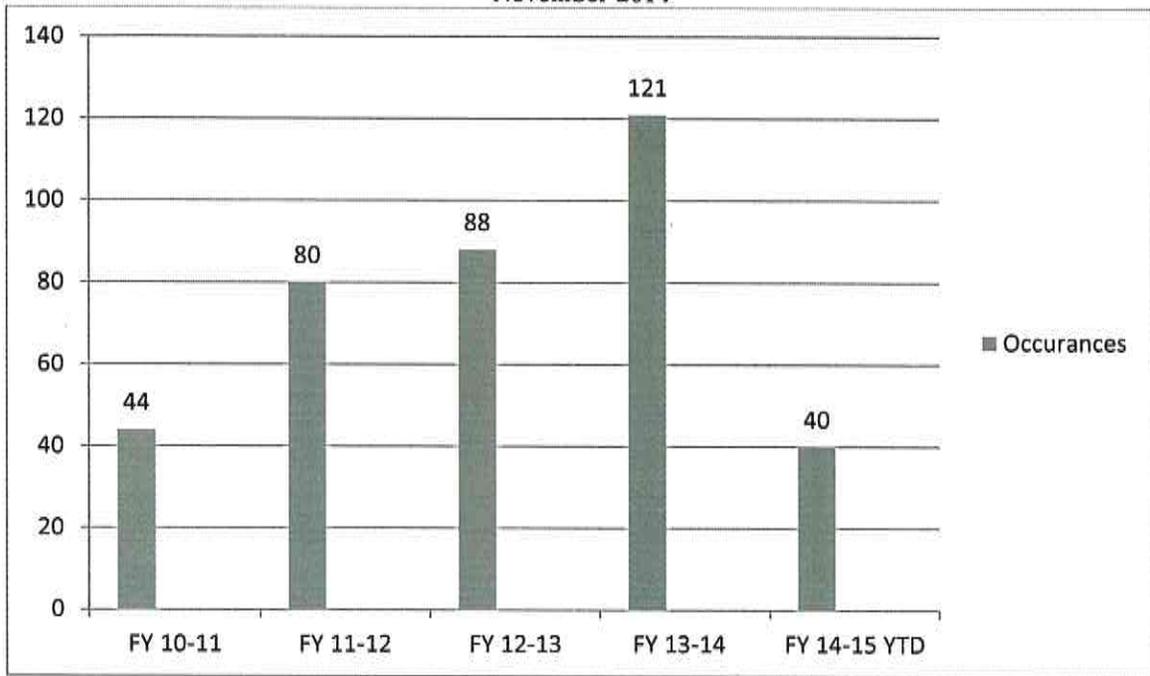
Fire Inspections	9	Year to Date 48	Plat / Plan Reviews	4	Year to Date 16
Fire Investigations	0	Year to Date 1	Fire Preplans	2	Year to Date 2

**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  
November 2014**



Participants	350	Education Hours	11
Participants Year to Date	1359	Education Hours Year to Date	70.5
Number of Occurrences	8	Number of Occurrences Year to Date	40

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

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

1. (1) PW Supervisor;
2. (2) Full-time truck drivers (1 @ 100% PW & 1 @ 100% Sanitation);
3. (3) Full-time maintenance workers (2 @ 50/50 PW/Sanitation, 1 @ 100% PW);
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>Oct-14</u>	<u>Nov-14</u>	<u>YTD 14/15</u>
Sanitation	9,912	8,930	5,975	3,138	235	224	1,370
Street	3,502	3,539	3,765	4,485	350	237	1,952
Facility Maintenance	143	100	124	839	218	114	687
Fleet Maintenance	394	147	445	857	123	98	499
Meeting/Training	241	135	332	653	19	33	158
Leave	1,311	915	1,005	1022	165	64	480
Holiday	1,040	1,040	650	730	70	210	410
Overtime	0	0	70	166	0	0	60
Administrative	0	0	0	496	87	54	292

**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>Oct-14</u>	<u>Nov-14</u>	<u>YTD 14/15</u>
Brush Collection Stops	3,841	2,970	2,787	5,394	500	300	2,584
Brush Truck Loads	422	468	302	644	39	26	230
Leaves Pickup Bags	N/A	N/A	519	4,324	85	588	1,250
Brush/Leaves Hours	N/A	N/A	585	2,119	145	123	747
Litter Pickup Bags	960	0	168	535	29	26	148
Litter Pickup Hours	N/A	N/A	443	829	100	101	490

**Sanitation Collection:**

The goal for the curbside garbage and recycling collection program is *to maintain an error rate of less than 1%*. The November 2014 work order report shows that staff made 25 requests on the WI web portal system, of which only 2 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>Oct-14</u>	<u>Nov-14</u>	<u>YTD 14/15</u>
Tons	3,590	3,634	3,458	3,315	255	230	1,250
Disposal Fee	\$88,187.52	\$88,325.03	\$85,077.60	\$82,869.34	\$6,347.85	\$6,133.05	\$31,487.32

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

<b>SW Accounting</b>	<b>FY 10/11</b>	<b>FY 11/12</b>	<b>FY 12/13</b>	<b>FY 13/14</b>	<b>Oct-14</b>	<b>Nov-14</b>	<b>YTD 14/15</b>
Units Billed	43,655	44,485	44,244	44,953.00	3,786	3,799	18,986.00
Receivables	\$676,350.00	\$683,625.00	\$690,098.50	\$692,727.50	\$66,004.20	\$66,102.21	\$330,052.67
Revenue	\$634,738.25	\$654,858.69	\$684,487.53	\$705,287.91	\$64,987.81	\$63,033.53	\$314,642.71

**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.

<b>SW Drop-Off</b>	<b>FY 10/11</b>	<b>FY 11/12</b>	<b>FY 12/13</b>	<b>FY 13/14</b>	<b>Oct-14</b>	<b>Nov-14</b>	<b>YTD 14/15</b>
Participants	660	715	809	525	35	32	268
Tons	119	168	141	168	16	TBD	47
Disposal Fee	\$14,654.62	\$16,513.14	\$15,473.00	\$16,913.54	\$1,156.88	TBD	\$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.

<b>Recycling</b>	<b>FY 10/11</b>	<b>FY 11/12</b>	<b>FY 12/13</b>	<b>FY 13/14</b>	<b>Oct-14</b>	<b>Nov-14</b>	<b>YTD 14/15</b>
Curbside Tons	253	244	393	456	59	40	165
Recycling Rate	7%	7%	13%	14.3%	18.6%	18%	16.95%
Fee (old program)	\$5,081.27	\$6,736.13	-	-	-	-	-
Revenue (curbside)	-	-	\$4,749.94	\$3,469.56	\$562.45	\$276.97	\$1,879.00
<i>Metal (dropoff) Tons</i>	23	11	62	42	3	4	13
Metal Revenue	\$4,819.75	\$3,167.45	\$10,555.50	\$6,240.40	\$523.20	\$571.20	\$2,311.00

**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 31 W with our street sweeping program.

<b>Stormwater</b>	<b>FY 10/11</b>	<b>FY 11/12</b>	<b>FY 12/13</b>	<b>FY 13/14</b>	<b>Oct-14</b>	<b>Nov-14</b>	<b>YTD 14/15</b>
Drainage Requests	1	3	27	17	2	0	12
Drainage Work (feet)	620	58	1,457	2,513	750	0	1,872
Drainage Man Hours	N/A	N/A	891	1261	237	14	900
Debris Removed Loads	N/A	N/A	75	57	3	9	45
Sweeping Man Hours	0	0	0	272	15	35	208

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

**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	Oct-14	Nov-14	YTD 14/15
Curb Repair	3	0	1	1	0	0	0
Shoulder LF	0	0	788	3,331	100	0	100
Shoulder Hours	0	0	0	88	43	0	45
Potholes	336	168	125	202	0	18	48
Pothole Hours	N/A	N/A	N/A	600	0	66	304
Mowing Hours	0	0	101	446	15	0	99
R-O-W Hours	N/A	N/A	N/A	12	27	45	112
Signs	225	119	153	106	4	40	54
Sign Work Hours	N/A	N/A	N/A	219	13	76	146
Salt Tons	20	55	4	79	0	0	0
Salt Hours	N/A	N/A	N/A	159	0	0	0
Decorative Streetlight Hours	0	0	0	0	0	1	1

**1. SIGN REPLACEMENT:**

Staff went through the City and replaced all of the missing signs. We have a high incidence of sign theft in the City. I had the crews start using anti-theft hardware, but now the vandals are bending the signs until they break away.

**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.

Mr. Herman requested a general cleanup of the area in front of McDonalds and the new Arby's. Staff removed the fencing, cut the weeds, took down the sales sign for the shopping center and cut down the large pine trees. The area looks much better for the residents and visitors as they exit the northbound ramp and enter the City. I will get with Arby's to see if they will further address the rehabilitation of the drainage ditch that flows in front of their property.

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

**Collection System Activities**

**Hobbs Project:**

John T. Hall continues to work on property restoration and punch list items. We have seen a decrease of approximately 48% in the runtimes at North Palmers Chapel Vacuum Lift Station since project completion.

Hall had ten (10) property restoration days for the month. Hall's restoration efforts were concentrated in areas of ditch-line settling and fence replacement. Restoration of asphalt areas will be addressed by the Rodger's Group.

**Sage Road Lift Station Project:**

A "soft start-up" of the lift station and Generator has been completed. There are a few items of concern preventing the acceptance of the station. We're missing the following:

1. The "GRM" card, which allows for SCADA monitoring and external control of the station;
2. The wetwell has a substantial leak around the influent line;
3. We are still awaiting the asphalt overlay, concrete curbing and final restoration before the job can be closed.

Preliminary flow measurements indicate that the station is pumping wastewater at a flow rate of approximately 406 gallons per minute (GPM).

**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>Oct-14</u>	<u>Nov-14</u>	<u>YTD</u>
Tennessee 811	1,496	948	866	1,306	166	105	647

**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.

<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>Oct-14</u>	<u>Nov-14</u>	<u>YTD</u>
North Palmers Chapel	2301	1483	1736	3,559	109	61	468
Calista Road	3652	985	1058	2,014	122	44	407
Wilkinson Lane	131	417	231	219	43	0	99
Portland Road	98	13	25	36	0	4	11
Cope's Crossing	0	109	445	208	8	15	70
Union Road	0	16	149	93	10	0	35
Meadowlark Drive	61	32	40		33	0	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	32	5	122

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

**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, we have a large number of "change-outs" (C/O) as 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.

<b>F Work Orders</b>	<b>FY 10/11</b>	<b>FY 11/12</b>	<b>FY 12/13</b>	<b>FY 13/14</b>		<b>Oct-14</b>	<b>Nov-14</b>	<b>YTD</b>
"Grinder Project"		144	229	3		0	0	0
PD to Centrifugal Converts				4		0	1	6
2000 to Extreme C/O	0	0	85	86		5	6	48
2000 to 2000 C/O	0	271	19	13		0	4	8
Extreme to 2000 C/O	0	0	33	14		7	3	15
Extreme to Extreme C/O	0	0	157	110		14	4	58
Centrifugal to Centrifugal C/O						2	0	3
2000 Conversions	0	159	26	3		0	0	0
Extreme Converts	0	0	43	83		9	11	48
Low Pressure Service Request	682	554	977	750		73	44	378
Vacuum System Service Request	94	96	127	102		7	7	33
Gravity Service Request	NEW					5	3	8
Inspection for New Service	0	0	0	27		1	4	21
Final Inspection for New Service	0	0	0	47		2	3	27
Sanitary Sewer Overflow (SSO)	0	0	4	2		0	0	1
Odor Complaints	0	0	0	11		1	0	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.

<b>Repairs</b>	<b>09/10</b>	<b>10/11</b>	<b>11/12</b>	<b>12/13</b>	<b>13/14</b>		<b>Oct-14</b>	<b>Nov-14</b>	<b>YTD</b>
Major Lift Stations	23	12	5	5	18		4	1	17
Mainline	17	0	1	7	18		1	3	8
Service Line	89	82	52	65	136		4	1	22

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

**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.

**CALISTA:**

Due to the excessive impeller wear and pump vibration on the vertical turbine effluent pumps, we've decided to install variable frequency drive (VFD) units at the Calista Rd lift station. These will allow the pumps to operate within the design curves as the flow in the force main fluctuates. At this point, I'm only going to install one (1) VFD on a temporary basis.

As you may recall, I have a CIP this budget year that includes the installation of a 12" force main from the Calista/Volunteer intersection going north along Calista Road and then heading west on Bill Moss Road, and then tying into the 12" force main at the I-65 overpass. The 12" force main project is designed to reduce the friction head losses in the 10" force main and thus reduce the operating heads on the pumps. Excessive operating head equals excessive wear and tear and higher electrical costs. The existing 10" force main serves the North Palmers Chapel, Portland Road, Calista and Wilkinson Lane lift stations.

Due to the pumping issues at the Calista station, we've decided that it would be more prudent to rehabilitate the electrical system before upgrading the force main. We feel that installing the force main before upgrading the motor control center will on serve to exacerbate the high operating heads now being placed on the pumps.

**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>Sep - 2014</u>	<u>Oct - 2014</u>	<u>Nov - 2014</u>	
<b>Flow</b>	<b>0.457 MGD</b>	<b>0.451 MGD</b>	<b>0.383 MGD</b>	
<b>Capacity</b>	<b>1.40 MGD</b>	<b>1.40 MGD</b>	<b>1.40 MGD</b>	
<b>% of Plant Throughput</b>	<b>32.6%</b>	<b>32.0%</b>	<b>27.0%</b>	<b>(0.383 MGD) / (1.40 MGD)</b>
<b>Actual Capacity</b>	<b>1.12 MGD</b>	<b>1.12 MGD</b>	<b>1.12 MGD</b>	<b>(1.4 MGD x 80%)</b>
<b>% of Allocated Capacity</b>	<b>40.8%</b>	<b>40.3%</b>	<b>34%</b>	<b>(0.383 MGD) / (1.12 MGD)</b>
<b>Rainfall</b>	<b>1.18"</b>	<b>12.31"</b>	<b>3.82"</b>	

<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>Oct - 14</u>	<u>Nov - 14</u>	<u>YTD</u>
<b>Violations</b>			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.

Public Services Department - Wastewater Division  
November 2014

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.*

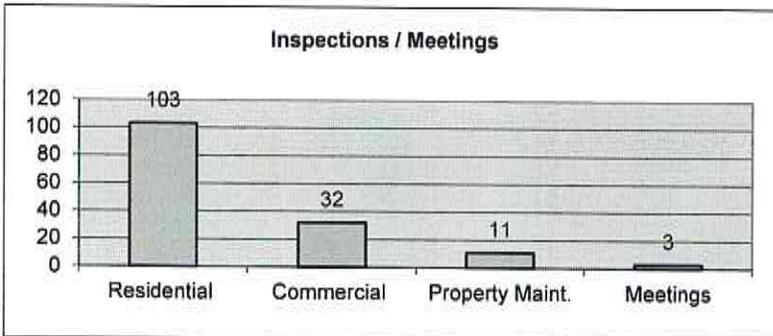
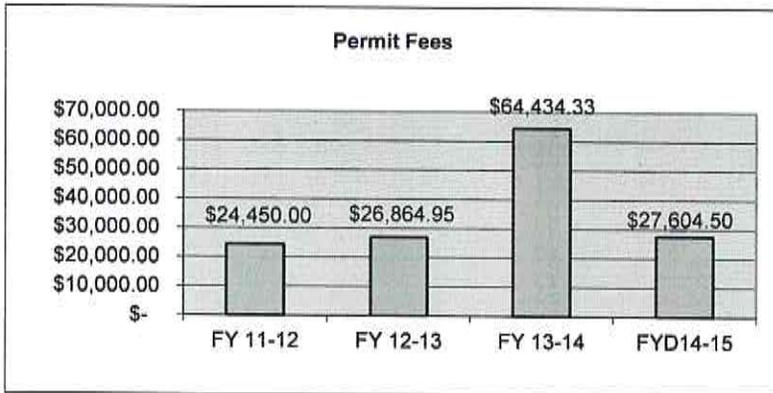
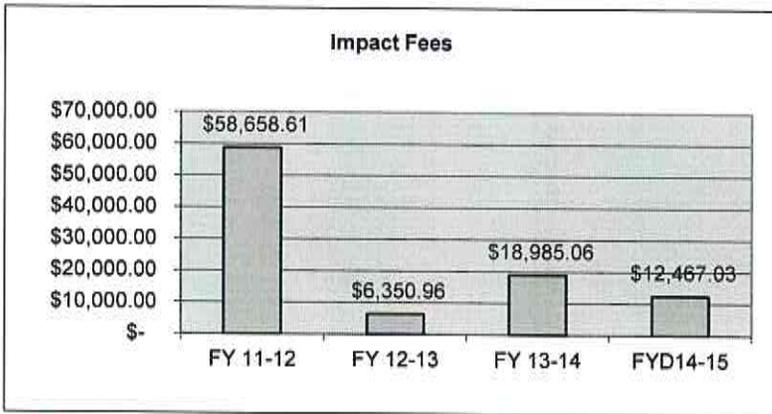
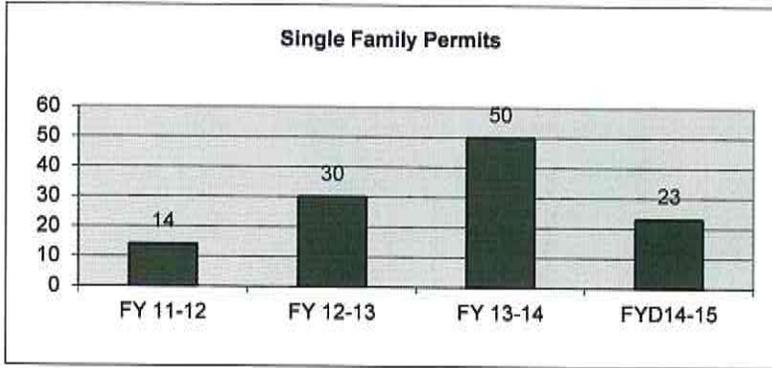
PAA is being used while we await final approval and the feed rate is now operating at a constant 1.3 parts per million (ppm) which is still well below the expected usage levels.

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 E. Coli testing for November was less than 25/100ml.

**Planning and Codes Department  
November 2014**



**Planning and Codes Department  
November 2014**

	Month	YTD 15	FY 2014	FY2013	FY2012
<b>MEETING AGENDA ITEMS#</b>					
Planning Commission	8	22	38	39	49
Construction Appeals	0	0	0	0	0
Zoning Appeals	0	4	9	5	13
Training/Study Session	0	1	0	0	0
Property Maintenance	0	0	0	0	0
<b>PERMITS</b>					
Single Family Residential	6	23	50	30	14
Multi-Family Residential	0	1	123	2	0
Other Residential	14	78	132	133	111
New Commercial	0	6	2	1	3
New Industrial	0	0	0	0	1
Other Com/Ind	4	24	26	27	21
State Electrical	46	253	478	329	309
Sign	2	6	16	11	10
Occupancy Permits	5	42	59	62	118
Commercial Certificate of Occupancy-					
<b>Ashley's Spot- 2759 Hwy 31W Su.3</b>					
<b>Fancey Pants-331 West Dr.</b>					
<b>National Restoration-321 West Dr. Su. 1</b>					
<b>All About Foods-317 West Dr.</b>					
<b>Arby's-301 A. White House Crossings</b>					
Other	0	0	71	18	4
<b>BUILDING INSPECTIONS</b>					
Residential	103	230	519	334	318
Hours	12.83	97.41	175.59	111.25	99.67
Commercial /Industrial	32	206	189	151	269
Hours	11.17	65.92	79.33	94.34	112.59
<b>CODE ENFORCEMENT</b>					
Total Cases	11	168	531	735	957
Hours	2.17	27.16	83.42	113.92	125.32
Complaints Received	2	60	141	126	127
<b>MEETINGS</b>					
Administration	2	11	39	55	77
Hours	2.17	28	67.95	89.06	123.59
Planning	1	9	31	40	118
Hours	4	13.8	101.25	51.1	119
Codes	0	11	50	53	48
Hours	0	10.58	58.25	73.5	65.33
<b>FEES</b>					
Permit Fees	\$4,458.50	\$ 27,604.50	\$ 64,434.33	\$ 26,864.95	\$ 24,450.00
Board Review Fees	\$100.00	\$ 5,354.50	\$ 7,297.90	\$ 3,150.00	\$ 2,375.00
City Impact Fee	<b>\$3,510.50</b>	<b>\$ 12,467.03</b>	<b>\$ 18,985.06</b>	<b>\$ 6,350.96</b>	<b>\$ 58,658.61</b>
Roads	\$1,740.50	\$ 7,369.85	\$ 5,405.07	\$ 3,056.90	\$ 14,722.36
Parks	\$198.00	\$ 1,223.60	\$ 4,993.50	\$ 1,197.40	\$ 5,187.60
Police	\$947.00	\$ 2,331.32	\$ 4,494.28	\$ 1,262.70	\$ 21,646.70
Fire	\$625.00	\$ 1,542.26	\$ 2,976.51	\$ 796.76	\$ 15,407.95
<b>OTHER ITEMS</b>					
Subdivision Lots	0	0	0	0	20
Commercial/Ind. Sq Ft	4,318	16,760	3,936	3,423	0
Multi-Family Units	0	16	123	n/a	n/a
Other	n/a	n/a	n/a	n/a	n/a
Subdivision Bonds: 10	\$630,790.00	\$ 632,150.00	\$693,270.00	\$974,300.00	\$974,300.00
Builders Bonds	43,366.43	\$ 43,366.43	\$ 43,366.43	\$ 42,866.53	\$ 47,753.43
Workings Days in Month	17	17	16	16	16

**Parks, Recreation, & Cultural Arts Department**  
**November 2014**

**Summary of Month's Activities**

On November 24<sup>th</sup>, we received no bids for the basketball half-court construction project. As a result, the Parks and Recreation Department is going to self-perform the site work, including excavation, placing compacted fill and stone, installing the footing and goal, and replacing the topsoil plus seed and straw. The Director is going to subcontract the concrete placement and finishing because it will cost less than \$10,000 for this aspect of the project, so sealed bids will not be required. CSR Engineering will stake and survey the site, inspect and oversee the concrete installation, and test the concrete.

On November 24<sup>th</sup>, one bid was received from Bomar Construction for \$314,000 for the site work of the White House Municipal Recreation Complex Phase I. The bid includes grading, erosion control, sidewalks, paved parking, providing water/sewer/electrical connections, landscaping, etc.

The Director participated in a planning meeting on November 3<sup>rd</sup> for the Christmas Parade and the Miracle on Main Street event, scheduled for Saturday, December 6<sup>th</sup>. The Christmas Parade will be held on this date at 1:00PM. The theme will be "Cruisin' Christmas" and the Grand Marshal will be Stacey David, the host of "Gearz TV."

Recreation

Youth Basketball started practicing this month. The first games are December 13<sup>th</sup>. We have 305 participants this year and 39 teams.

The Men's Basketball league did not make this fall.

We will begin offering Adult Co-ed Kickball in the spring. Registration is January 26<sup>th</sup> – March 9<sup>th</sup>. It is \$350 per team. Non-resident fees may apply. Games will be on Mondays and/or Fridays.

Adult Co-ed Volleyball will begin registration: January 5<sup>th</sup>, and it will run through February 16<sup>th</sup>. The fee is \$250 per team. This is a Tuesday/Thursday night league. The season will begin in March.

The Girls Volleyball spring league registration is January 5<sup>th</sup> – February 16<sup>th</sup>. The registration fee is \$50 for residents and \$62 for non-residents. This is for grades 3 – 8. Practices begin in March and games begin in April.

Little League Challenger Baseball registration is January 5<sup>th</sup> – March 2<sup>nd</sup>. The registration fee is \$35 for residents and \$47 for non-residents. A full uniform is included. Practices will begin in March and Saturday games start in April.

A Men's Softball Competitive and Recreational League will be offered again this spring. The Competitive League will be played on Field 7 and the Rec League will be played on Field 6. Registration for Recreational League: January 26<sup>th</sup> – March 9<sup>th</sup>. Registration for the Competitive League: January 5<sup>th</sup> – February 16<sup>th</sup>. The registration fee is \$450 per team. Non-resident fees may apply. Games will be on Tuesdays and Thursdays. If there aren't enough teams signed up in one of the leagues, then the two leagues will combine. The competitive league will begin games in March and the recreational league will begin in April.

Parks Maintenance

- A pipe boot was replaced on the soccer pavilion which had been leaking
- Repaired damaged section of black fence at new playground
- Used blowers on the greenway, trails, and trailheads multiple times to remove leaves and debris
- Removed slide from Northwoods community playground due to child skin burn potential
- Winterized buildings, drinking fountains, irrigation systems
- Moved goals and benches off the soccer fields for the winter and chained together
- Added clay to the infield of field 5 at the City Park
- Turned off all equipment in the concession stands for the winter to save electricity

**Parks, Recreation, & Cultural Arts Department**  
**November 2014**

- Cleared out brush beside the N. Palmers Chapel bridge
- Winterized power equipment
- Removed the score stand at field 6 at the City Park
- Trimmed shrubbery at trailheads and cleaned out mulched beds
- Assisted with gym floor cleaning

**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 13<sup>th</sup> 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**

We are waiting for 3 new park benches to arrive which will be placed on the greenway. The manufacture of the benches is DuMor, Inc., and this company makes quality products. The slats of the benches are made from recycled plastic and will be "walnut" in color. We will install a flat concrete area first and then anchor the benches. Delivery is scheduled for the end of December.

**Department Cost Savings Report**

We have replaced some T12 fluorescent lights with T8 lights this month to conserve energy at the City Park.

Parks, Recreation, Cultural Arts Department  
November 2014

		Current Year	
		Oct. 14	Nov. 14
		YTD 2014-15	

		FY 2009-2010	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
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Mowing Hours	46	35	404
Pounds of Grass Seed Sown	1,800	75	1,995
Pounds of Fertilizer Applied	0	0	3,050
Number of Trees/Shrubs Planted	0	0	0

Mowing Hours	1,469	1,486	1,346	1,276	1,134
Pounds of Grass Seed Sown	1,895	3,140	2,275	3,280	2,560
Pounds of Fertilizer Applied	4,590	8,150	2,540	5,525	1,620
Number of Trees/Shrubs Planted	11	20	39	3	23

**Maintenance**

Number of Youth Program Participants	0	305	673
Number of Adult Program Participants	35	18	268
Number of Special Event Attendees	2,000	0	2,143
Total Number of Special Events Offered	2	1	8
Total Number of Programs Offered	3	2	15
Youth Program Revenue	\$19,773.00	\$284.00	\$ 43,114.37
Adult Program Revenue	\$565.00	\$33.00	\$ 4,496.00
Special Event Revenue	\$160.00	\$0.00	\$ 1,645.00

Number of Youth Program Participants	336	354	448	818	762
Number of Adult Program Participants	1,343	2,353	2,471	1,726	855
Number of Special Event Attendees	2,505	3,484	3,970	2,796	4,145
Total Number of Special Events Offered	17	19	17	19	12
Total Number of Programs Offered	38	68	78	51	46
Youth Program Revenue	\$27,728.00	\$29,068.00	\$29,702.00	\$ 49,676.00	\$49,197.40
Adult Program Revenue	\$9,368.25	\$14,899.65	\$19,216.05	\$ 16,060.90	\$13,155.30
Special Event Revenue	\$4,530.00	\$8,010.00	\$7,355.00	\$ 5,970.00	\$4,965.00

**Recreation**

Number of Shelter Reservations	9	1	61
Hours of Shelter Reservations	34	2	167
Shelter Reservation Revenue	\$70.00	\$0.00	\$ 1,237.50
Number of Facilities Reservations	6	11	52
Hours of Facility Reservations	23	45	157
Facility Reservation Revenue	\$1,190.00	\$1,159.40	\$ 4,769.74
Field Rental Revenue	\$475.00	\$50.00	\$ 1,140.00
Misc. Revenue	\$7,005.65	\$0.00	\$ 9,448.07

Number of Shelter Reservations	153	116	112	110	103
Hours of Shelter Reservations					130
Shelter Reservation Revenue	\$4,083.00	\$3,415.00	\$ 3,396.00	\$ 3,270.00	\$2,823.00
Number of Facilities Reservations	105	63	136	261	207
Hours of Facility Reservations					145
Facility Reservation Revenue	\$6,345.82	\$6,475.63	\$ 16,224.25	\$ 36,686.43	\$26,540.00
Field Rental Revenue					\$4,498.33
Misc. Revenue	\$52,032.78	\$60,991.46	\$ 56,423.35	\$ 71,032.39	\$37,420.52

**Administration**

Senior Center Participants	317	212	1,537
Number of Trip Participants	40	39	313
Number of Meals Participants	276	197	1,249
Number of Program Participants	397	346	1,756
Number of Trips Offered	4	3	25
Number of Meals Served	5	3	21
Number of Programs Offered	7	5	30

Senior Center Participants	2,399	2,860	3,269	3,586	3,478
Number of Trip Participants	316	473	387	477	507
Number of Meals Participants	3,848	2,912	3,315	2,867	2,910
Number of Program Participants	587	632	4,486	4,030	3,419
Number of Trips Offered	31	42	31	34	38
Number of Meals Served	50	46	49	49	49
Number of Programs Offered	54	50	90	87	81

**Senior Center**

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

**Summary of Activities**

The library director attended a One Book One Community meeting at Vol. State Community College in Gallatin TN on November 3<sup>rd</sup>. One Book One Community is an initiative that tries to promote the value of reading by recommending a compelling book for a community to read that will then link the community in a common conversation. Vol. State, Sumner County Schools, Sumner County Libraries, and the White House Library are partnering together in the endeavor. The book for this year's community project is *the Other Wes Moore* by Wes Moore. Individuals in the community are encouraged to read this book in January/February in order to take part in discussion and the Vol. State programs in February and March.

The library director also attended a regional director's meeting at the Gallatin Public Library on November 12<sup>th</sup>. An overview of upcoming items were discussed such as all libraries adding video cameras in their buildings, the release of federal and state book funds, and some updates on our circulation software.

The library board met on November 13<sup>th</sup>. The board discussed the library's upcoming Christmas events, the budget, the friends of the library's carnival results, and our new library cards which include both a credit card and key chain size card.

The library held its Food for Fines week from November 17<sup>th</sup> through November 22<sup>nd</sup>. The library filled up one of the Food Bank's tall boxes during this event, resulting in a number of late items being returned and a good amount of food donated to those in need.

The library director, city administrator, chamber director, and museum board chair all met with Kennon and Calhoun architect firm to discuss possible museum/chamber floor plan and renovation costs. The architects presented 5 different floor plan options for future consideration.

**Department Highlights**

The highlight for this month was the Food for Fines week. The library was happy to have such a successful program that allowed the library to get back a number of extremely overdue items, gave patrons an alternative way to pay their fines, and aided the community by providing food to those in need.

**White House Inn Library & Museum**  
**November 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

**November Membership**

**Cumulative Members**

Year	New Members	Updated Members	Total Members	% of Population with Membership
2013	18	0	8,636	65
2014	22	162	9,128	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:** 27,509

**Estimated Value of Total Materials:** \$687,725

**Last Month:** \$685,075

**Total Materials Available Per Capita:** 2.04

**Last Month:** 2.03

**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 November**

**Yearly Material Added**

2011	2012	2013	2014		2011	2012	2013	2014
318	134	576	178		3,036	2,671	4,108	3,206

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 November**

**Cumulative Physical Items Check Out**

2011	2012	2013	2014		2011	2012	2013	2014
4,248	3,205	3,123	3,362		63,395	51,116	47,160	43,875

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**

November	Kids Sessions	Kids Attendance	Teen Sessions	Teen Attendance	Adult Sessions	Adult Attendance
2011	9	167	0	0	1	12
2012	7	153	0	0	1	8
2013	8	127	0	0	0	0
2014	7	95	0	0	0	0
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	94	2,078	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:** 5    **Hours:** 54.35

**White House Inn Library & Museum**  
**November 2014**  
**Performance Measures**

**November Computer Users**

**Yearly Computer Users**

	2011	2012	2013	2014		2011	2012	2013	2014
<b>Wireless</b>	***	***	88	111		***	***	1,071	1,145
<b>Internet Computers</b>	375	289	258	252		5,983	4,282	3,791	3,428
<b>Children Computers</b>	284	168	51	174		3,244	2,874	1,691	1,659

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**

**November Interlibrary Loan Services**

**Yearly Interlibrary Loan Services**

	2011	2012	2013	2014		2011	2012	2013	2014
<b>Borrowed</b>	43	17	3	19		337	362	136	243
<b>Loaned</b>	0	0	8	9		64	100	165	398

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
<b>eBooks</b>	792	2,010	3,688	1,449
<b>Audios</b>	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.*

**CITY COURT REPORT**  
**NOVEMBER 2014**

**CITATIONS**

TOTAL MONIES COLLECTED FOR THE MONTH \$8,945.80  
**TOTAL MONIES COLLECTED YTD \$58,268.65**

**STATE FINES**

TOTAL MONIES COLLECTED FOR MONTH \$1,348.39  
**TOTAL MONIES COLLECTED YTD \$6,663.09**

**TOTAL REVENUE FOR MONTH \$10,294.19**

**TOTAL REVENUE YTD \$64,931.74**

**DISBURSEMENTS**

LITIGATION TAX \$668.72  
 DOS/DOH FINES & FEES \$437.00  
 DOS TITLE & REGISTRATION \$223.25  
 RESTITUTION/REFUNDS \$0.00  
 TBI-EXPUNGEMENT/FEES \$0.00  
 CASH BOND \$0.00  
 WORTHLESS CHECKS \$0.00  
**TOTAL DISBURSEMENTS FOR MONTH \$1,328.97**

**TOTAL DISBURSEMENTS YTD \$9,403.83**

**ADJUSTED REVENUE FOR MONTH \$8,965.22**

**TOTAL ADJUSTED REVENUE YTD \$55,527.91**

**DRUG FUND**

DRUG FUND DONATIONS FOR MONTH \$190.00  
**DRUG FUND DONATIONS YTD \$1,520.00**

<b>Case Disposition</b>	<b>Nov 2014</b>	<b>Oct 2014</b>	<b>Sept 2014</b>
Ticket Paid in Full – Prior to Court	50	81	109
Guilty as Charged	13	12	14
Dismissal	12	14	14
Dismissed upon presentation of insurance	42	52	43
Not Guilty	0	0	0
Dismissed to Traffic School	0	17	0
Dismissed with Costs and Fines	25	46	29
Dismissed with Costs	26	26	19
Dismissed with Fine	0	0	0
Case Transferred to County	0	0	0
Dismissed with Public Service	0	0	0
<b>Total</b>	<b>168</b>	<b>248</b>	<b>228</b>

Monthly Comparative: 41.67%

110	General Fund	Account	Description	Year-To-Date		Month-To-Date		% of Avg
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	
<b>Revenues</b>								
31100		Property Taxes (Summer To Distribute)		0.00	0.00	0.00 %	0.00	0.00 %
31110		Real & Personal Property Tax(Current)		1,981,782.00	(20,997.90)	1.06 %	165,148.50	(955.50) 0.58 %
31120		Public Utilities Property Tax (Current)		97,295.00	0.00	0.00 %	8,107.92	0.00 %
31211		Property Tax Delinquent 1st Year		56,000.00	0.00	0.00 %	4,666.67	0.00 %
31212		Property Tax Delinquent 2nd Year		16,000.00	(3,470.00)	21.69 %	1,333.33	(468.00) 35.10 %
31213		Property Tax Delinquent 3rd Year		6,000.00	(4,521.00)	75.35 %	500.00	(1,118.00) 223.60 %
31214		Property Tax Delinquent 4th Year		3,000.00	(1,017.00)	33.90 %	250.00	(86.00) 34.40 %
31215		Property Tax Delinquent 5th Year		3,000.00	(2,503.00)	83.43 %	250.00	(1,118.00) 447.20 %
31216		Property Tax Delinquent 6th Year		800.00	(1,819.00)	227.38 %	66.67	(962.00) 1,443.00 %
31219		Property Tax Delinquent - Other Prior		1,900.00	(2,731.00)	143.74 %	158.33	0.00 %
31300		Int, Penalty, And Court Cost On Prop		28,000.00	(13,442.26)	48.01 %	2,333.33	(2,503.95) 107.31 %
31513		Payment In Lieu Of Tax -Sewer		112,385.00	(46,827.10)	41.67 %	9,365.42	(9,365.42) 100.00 %
31520		Payments From Industry		14,831.00	0.00	0.00 %	1,235.92	0.00 %
31610		Local Sales Tax - Co. Trustee		2,250,000.00	(985,206.10)	43.79 %	187,500.00	(181,216.61) 96.65 %
31709		Beer And Liquor Local Priv Tax		6,500.00	(354.15)	5.45 %	541.67	0.00 %
31710		Wholesale Beer Tax		265,000.00	(126,647.87)	47.79 %	22,083.33	(24,031.16) 108.82 %
31800		Business Taxes		140,000.00	(9,406.88)	6.72 %	11,666.67	(1,874.05) 16.06 %
31911		Natural Gas Franchise Tax		106,000.00	(137,722.98)	129.93 %	8,833.33	0.00 %
31912		Cable TV Franchise Tax		113,000.00	(62,567.71)	55.37 %	9,416.67	(31,032.28) 329.55 %
31960		Special Assessment - Liens		1,200.00	(210.00)	17.50 %	100.00	0.00 %
31980		Mixed Drink Taxes		11,000.00	(4,803.32)	43.67 %	916.67	(1,761.81) 192.20 %
32090		Peddler Permit		50.00	0.00	0.00 %	4.17	0.00 %
32209		Beer And Liquor License Application		2,300.00	(550.00)	23.91 %	191.67	0.00 %

110	General Fund	Account	Description	Year-To-Date			Month-To-Date			Monthly Comparative:
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg	
		32610	Building Permits	30,000.00	(31,601.00)	105.34 %	2,500.00	(6,866.00)	274.64 %	41.67%
		32690	Other Permits	50.00	0.00	0.00 %	4.17	0.00	0.00 %	
		32710	Sign Permits	1,100.00	(400.00)	36.36 %	91.67	(200.00)	218.18 %	
		33100	Federal Grants	1,227,798.00	(338,071.01)	27.53 %	102,316.50	(6,048.00)	5.91 %	
		33320	Tva Payments In Lieu Of Taxes	113,420.00	(46,091.30)	40.64 %	9,451.67	(46,091.30)	487.65 %	
		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	(316,598.37)	42.58 %	61,957.33	(64,163.70)	103.56 %	
		33520	State Income Tax	23,000.00	(24,152.09)	105.01 %	1,916.67	(97.70)	5.10 %	
		33530	State Beer Tax	5,128.00	(2,634.46)	51.37 %	427.33	0.00	0.00 %	
		33553	State Gasoline Inspection Fee	21,023.00	(8,724.41)	41.50 %	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	(2,819.07)	93.97 %	250.00	(175.00)	70.00 %	
		34740	Parks And Rec League Fees	74,000.00	(53,106.42)	71.77 %	6,166.67	411.25	-6.67 %	
		34741	Field Maintenance Fees	8,000.00	(3,520.00)	44.00 %	666.67	0.00	0.00 %	
		34760	Library Fines, Fees, And Other	7,500.00	(3,719.93)	49.60 %	625.00	(580.09)	92.81 %	
		34793	Community Center Fees	13,000.00	(6,330.99)	48.70 %	1,083.33	(959.40)	88.56 %	
		34900	Other Charges For Services	9,500.00	(3,138.50)	33.04 %	791.67	(522.00)	65.94 %	
		35110	City Court Fines And Costs	145,000.00	(56,374.66)	38.88 %	12,083.33	(8,965.22)	74.19 %	
		35130	Impoundment Charges	250.00	0.00	0.00 %	20.83	0.00	0.00 %	
		36000	Other Revenues	6,000.00	5,738.88	-95.65 %	500.00	(35.65)	7.13 %	
		36100	Interest Earnings	5,200.00	(1,315.79)	25.30 %	433.33	(278.57)	64.29 %	

Monthly Comparative: 41.67%

Account	Description	Year-To-Date			Month-To-Date		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
110	General Fund						
36210	Rent	17,500.00	(3,973.00)	22.70 %	1,458.33	(1,589.20)	108.97 %
36330	Sale Of Equipment	0.00	(15.00)	0.00 %	0.00	(15.00)	0.00 %
36350	Insurance Recoveries	0.00	(7,933.54)	0.00 %	0.00	(914.15)	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	0.00	0.00 %
36700	Contri And Donation From Private	200,000.00	(1,276.72)	0.64 %	16,666.67	(1,072.52)	6.44 %
36920	Sale Of Bonds	2,866,164.00	(587,294.38)	20.49 %	238,847.00	(452,892.31)	189.62 %
	<b>Total Revenues</b>	<b>10,895,975.00</b>	<b>(2,923,902.03)</b>	<b>26.83 %</b>	<b>907,997.92</b>	<b>(849,291.12)</b>	<b>93.53 %</b>
	<b>Expenditures</b>						
41000	General Government	(410,861.00)	196,989.42	47.95 %	(34,238.42)	24,275.50	70.90 %
41210	City Court	(78,164.00)	32,983.90	42.20 %	(6,513.67)	5,611.73	86.15 %
41500	Financial Administration	(368,506.00)	114,893.23	31.18 %	(30,708.83)	18,164.55	59.15 %
41650	Human Resources	(143,996.00)	63,862.44	44.35 %	(11,999.67)	8,990.51	74.92 %
41670	Engineering	(884,520.00)	597,227.64	67.52 %	(73,710.00)	(4,487.75)	-6.09 %
41700	Planning And Zoning	(288,420.00)	105,547.73	36.60 %	(24,035.00)	16,891.06	70.28 %
41800	General Government Buildings	(264,227.00)	46,620.07	17.64 %	(22,018.92)	3,168.55	14.39 %
41921	Special Events	(4,000.00)	1,267.28	31.68 %	(333.33)	100.00	30.00 %
42100	Police Patrol	(1,288,116.00)	507,882.23	39.43 %	(107,343.00)	73,878.36	68.82 %
42120	Police Support Services	(274,125.00)	109,012.35	39.77 %	(22,843.75)	19,449.36	85.14 %
42150	Police Administration	(206,539.00)	107,740.16	52.16 %	(17,211.58)	13,102.08	76.12 %
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)	1,134,138.67	49.14 %	(192,316.67)	70,357.25	36.58 %
42210	Fire Administration And Inspection	(287,308.00)	121,138.25	42.16 %	(23,942.33)	16,957.13	70.82 %
43000	Public Works	(775,336.00)	490,459.90	63.26 %	(64,611.33)	23,284.89	36.04 %

Account	Description	Year-To-Date			Month-To-Date			% of Avg
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg	
110	General Fund							41.67%
43100	Highways And Streets	0.00	0.00	0.00 %	0.00	0.00	0.00 %	
44310	Senior Citizen Activities	(42,760.00)	21,094.97	49.33 %	(3,563.33)	648.89	18.21 %	
44700	Parks	(300,213.00)	123,376.76	41.10 %	(25,017.75)	16,544.58	66.13 %	
44740	Park Maintenance	(1,006,203.00)	642,290.27	63.83 %	(83,850.25)	279,237.41	333.02 %	
44800	Libraries	(3,357,011.00)	2,902,375.75	86.46 %	(279,750.92)	15,718.51	5.62 %	
44880	Children's Library Services	(36,690.00)	16,601.30	45.25 %	(3,057.50)	3,851.71	125.98 %	
51000	Misc Exp	(251,000.00)	14,755.54	5.88 %	(20,916.67)	(818.74)	-3.91 %	
<b>Total</b>	<b>Expenditures</b>	<b>(12,795,795.00)</b>	<b>7,534,504.42</b>	<b>58.88 %</b>	<b>(1,066,316.25)</b>	<b>604,925.58</b>	<b>56.73 %</b>	
<b>Total 110</b>	<b>General Fund</b>	<b>(1,899,820.00)</b>	<b>4,610,602.39</b>	<b>242.69 %</b>	<b>(158,318.33)</b>	<b>(244,365.54)</b>	<b>-154.35</b>	

Account	Description	Year-To-Date			Monthly Comparative:		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
120	Industrial Development Fund						41.67%
<b>Revenues</b>							
33800	Local Revenue Allocations	47,000.00	(48,544.48)	103.29 %	3,916.67	(26,152.02)	667.71 %
36100	Interest Earnings	80.00	(63.44)	79.30 %	6.67	(13.47)	202.05 %
	<b>Total Revenues</b>	<b>47,080.00</b>	<b>(48,607.92)</b>	<b>103.25 %</b>	<b>3,923.33</b>	<b>(26,165.49)</b>	<b>666.92 %</b>
<b>Expenditures</b>							
48000	Economic Opportunity	(50,300.00)	4,276.49	8.50 %	(4,191.67)	0.00	0.00 %
	<b>Total Expenditures</b>	<b>(50,300.00)</b>	<b>4,276.49</b>	<b>8.50 %</b>	<b>(4,191.67)</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Total</b>	<b>120 Industrial Development Fund</b>	<b>(3,220.00)</b>	<b>(44,331.43)</b>	<b>-1,376.75 %</b>	<b>(268.33)</b>	<b>(26,165.49)</b>	<b>-9,751.11</b>

Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
<b>121</b>	State Street Aid Fund					41.67%
<b>Revenues</b>						
33551	State Gasoline And Motor Fuel Tax	274,321.00	(116,298.56)	22,860.08	(22,793.22)	99.71 %
36100	Interest Earnings	50.00	(36.94)	4.17	(7.71)	185.04 %
	<b>Total Revenues</b>	<b>274,371.00</b>	<b>(116,335.50)</b>	<b>22,864.25</b>	<b>(22,800.93)</b>	<b>99.72 %</b>
<b>Expenditures</b>						
43100	Highways And Streets	(263,000.00)	172,163.69	(21,916.67)	5,728.23	26.14 %
	<b>Total Expenditures</b>	<b>(263,000.00)</b>	<b>172,163.69</b>	<b>(21,916.67)</b>	<b>5,728.23</b>	<b>26.14 %</b>
<b>Total 121</b>	State Street Aid Fund	<b>11,371.00</b>	<b>55,828.19</b>	<b>947.58</b>	<b>(17,072.70)</b>	<b>1,801.71</b>

Account	Description	Year-To-Date			Monthly Comparative:		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Month-To-Date Actual	% of Avg
<b>122</b>	Parks Sales Tax Fund						41.67%
<b>Revenues</b>							
36100	Interest Earnings	280.00	(37.19)	13.28 %	23.33	(8.32)	35.66 %
36425	Parks Sales Tax Receipts	78,000.00	(33,591.90)	43.07 %	6,500.00	(5,849.15)	89.99 %
	<b>Total Revenues</b>	<b>78,280.00</b>	<b>(33,629.09)</b>	<b>42.96 %</b>	<b>6,523.33</b>	<b>(5,857.47)</b>	<b>89.79 %</b>
<b>Expenditures</b>							
49000	Debt Service	(133,284.00)	388.44	0.29 %	(11,107.00)	0.00	0.00 %
	<b>Total Expenditures</b>	<b>(133,284.00)</b>	<b>388.44</b>	<b>0.29 %</b>	<b>(11,107.00)</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Total 122</b>	Parks Sales Tax Fund	<b>(55,004.00)</b>	<b>(33,240.65)</b>	<b>-60.43 %</b>	<b>(4,583.67)</b>	<b>(5,857.47)</b>	<b>-127.79</b>



124	Impact Fees	Monthly Comparative:					41.67%
		Year-To-Date		Month-To-Date			
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
<b>Revenues</b>							
36100	Interest Earnings	350.00	(60.96)	17.42 %	29.17	(12.10)	41.49 %
36421	Roads Impact Fees	2,800.00	(7,319.66)	261.42 %	233.33	(1,766.51)	757.08 %
36422	Parks Impact Fees	1,600.00	(1,184.00)	74.00 %	133.33	(198.00)	148.50 %
36423	Police Impact Fees	2,100.00	(2,409.59)	114.74 %	175.00	(957.47)	547.13 %
36424	Fire Impact Fees	1,400.00	(1,549.18)	110.66 %	116.67	(631.92)	541.65 %
<b>Total</b>	<b>Revenues</b>	<b>8,250.00</b>	<b>(12,523.39)</b>	<b>151.80 %</b>	<b>687.50</b>	<b>(3,566.00)</b>	<b>518.69 %</b>
<b>Expenditures</b>							
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)	63.56	2.35 %	(225.42)	0.00	0.00 %
<b>Total</b>	<b>Expenditures</b>	<b>(165,835.00)</b>	<b>113,603.56</b>	<b>68.50 %</b>	<b>(13,819.58)</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Total</b>	<b>124 Impact Fees</b>	<b>(157,585.00)</b>	<b>101,080.17</b>	<b>64.14 %</b>	<b>(13,132.08)</b>	<b>(3,566.00)</b>	<b>-27.15 %</b>

140	Police Drug Fund	Account	Description	Year-To-Date		Monthly Comparative:		Month-To-Date	
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth		Actual
<b>Revenues</b>									
31610			Local Sales Tax - Co. Trustee	550.00	(50.00)	9.09 %	45.83	0.00	0.00 %
35130			Impoundment Charges	100.00	(140.00)	140.00 %	8.33	0.00	0.00 %
35140			Drug Related Fines	7,800.00	(1,520.00)	19.49 %	650.00	(190.00)	29.23 %
36100			Interest Earnings	65.00	(17.63)	27.12 %	5.42	(3.21)	59.26 %
<b>Total Revenues</b>				<b>8,515.00</b>	<b>(1,727.63)</b>	<b>20.29 %</b>	<b>709.58</b>	<b>(193.21)</b>	<b>27.23 %</b>
<b>Expenditures</b>									
42129			Drug Investigation And Control	(6,833.00)	2,695.52	39.45 %	(569.42)	332.58	58.41 %
<b>Total Expenditures</b>				<b>(6,833.00)</b>	<b>2,695.52</b>	<b>39.45 %</b>	<b>(569.42)</b>	<b>332.58</b>	<b>58.41 %</b>
<b>Total</b>	<b>140</b>		Police Drug Fund	<b>1,682.00</b>	<b>967.89</b>	<b>-57.54 %</b>	<b>140.17</b>	<b>139.37</b>	<b>-99.43 %</b>

200	Debt Service Fund (General)	Year-To-Date			Monthly Comparative:		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
<b>Revenues</b>							
31110	Real & Personal Property Tax	809,000.00	(7,052.63)	0.87 %	67,416.67	(318.50)	0.47 %
36000	Other Revenues	0.00	(7,420.90)	0.00 %	0.00	0.00	0.00 %
36100	Interest Earnings	250.00	(60.70)	24.28 %	20.83	(12.14)	58.27 %
<b>Total Revenues</b>		<b>809,250.00</b>	<b>(14,534.23)</b>	<b>1.80 %</b>	<b>67,437.50</b>	<b>(330.64)</b>	<b>0.49 %</b>
<b>Expenditures</b>							
49000	Debt Service	(769,119.00)	1,957.31	0.25 %	(64,093.25)	0.00	0.00 %
<b>Total Expenditures</b>		<b>(769,119.00)</b>	<b>1,957.31</b>	<b>0.25 %</b>	<b>(64,093.25)</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Total 200</b>	<b>Debt Service Fund (General)</b>	<b>40,131.00</b>	<b>(12,576.92)</b>	<b>31.34 %</b>	<b>3,344.25</b>	<b>(330.64)</b>	<b>9.89 %</b>

41.67%

Account	Description	Year-To-Date			Month-To-Date			% of Avg
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg	
<b>412</b>	Sewer Fund							41.67%
<b>Revenues</b>								
36000	Other Revenues	15,000.00	(904.99)	6.03 %	1,250.00	0.00	0.00 %	
36100	Interest Earnings	2,700.00	(948.36)	35.12 %	225.00	(249.88)	111.06 %	
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	(1,814,543.00)	37.65 %	401,664.08	(980,164.00)	244.03 %	
37210	Application Fees	26,000.00	(9,425.00)	36.25 %	2,166.67	(1,475.00)	68.08 %	
37220	Administrative Fees	10,000.00	(6,915.00)	69.15 %	833.33	(650.00)	78.00 %	
37230	Sewer User Fees	2,516,000.00	(1,113,553.93)	44.26 %	209,666.67	(217,690.59)	103.83 %	
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	(80,270.00)	19.48 %	34,333.33	(6,400.00)	18.64 %	
37499	Commitment Fees	0.00	(4,200.00)	0.00 %	0.00	0.00	0.00 %	
37995	Connection Fees	5,000.00	(3,300.00)	66.00 %	416.67	(750.00)	180.00 %	
	<b>Total Revenues</b>	<b>7,841,669.00</b>	<b>(3,065,751.95)</b>	<b>39.10 %</b>	<b>653,472.42</b>	<b>(1,207,379.47)</b>	<b>184.76 %</b>	
<b>Expenditures</b>								
49000	Debt Service	(704,397.00)	51,104.95	7.26 %	(58,699.75)	10,747.75	18.31 %	
52114	Transmission And Distribution	0.00	0.00	0.00 %	0.00	0.00	0.00 %	
52117	Administration And General Expenses	(712,152.00)	264,201.43	37.10 %	(59,346.00)	41,505.48	69.94 %	
52210	Collection	(4,601,095.00)	2,868,690.38	62.35 %	(383,424.58)	(642,423.08)	-167.55 %	
52213	Sewer Treatment And Disposal	(2,185,715.00)	170,731.23	7.81 %	(182,142.92)	12,703.54	6.97 %	
52223	Depreciation	(717,624.00)	299,010.00	41.67 %	(59,802.00)	59,802.00	100.00 %	
	<b>Total Expenditures</b>	<b>(8,920,983.00)</b>	<b>3,653,737.99</b>	<b>40.96 %</b>	<b>(743,415.25)</b>	<b>(517,664.31)</b>	<b>-69.63 %</b>	
<b>Total 412</b>	<b>Sewer Fund</b>	<b>(1,079,314.00)</b>	<b>587,986.04</b>	<b>54.48 %</b>	<b>(89,942.83)</b>	<b>(1,725,043.78)</b>	<b>-1,917.93</b>	

Account	Description	Year-To-Date			Monthly Comparative:		% of Avg
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Month-To-Date Actual	
<b>416</b>	Healthcare Fund						41.67%
<b>Revenues</b>							
36100	Interest Earnings	290.00	(75.02)	25.87 %	24.17	(16.53)	68.40 %
36960	Operating Transfer In From Other	47,000.00	(24,802.82)	52.77 %	3,916.67	(10,325.80)	263.64 %
	<b>Total Revenues</b>	<b>47,290.00</b>	<b>(24,877.84)</b>	<b>52.61 %</b>	<b>3,940.83</b>	<b>(10,342.33)</b>	<b>262.44 %</b>
<b>Expenditures</b>							
51520	Insurance Employers Share	(68,500.00)	22,211.10	32.42 %	(5,708.33)	2,715.20	47.57 %
	<b>Total Expenditures</b>	<b>(68,500.00)</b>	<b>22,211.10</b>	<b>32.42 %</b>	<b>(5,708.33)</b>	<b>2,715.20</b>	<b>47.57 %</b>
<b>Total</b>	<b>416 Healthcare Fund</b>	<b>(21,210.00)</b>	<b>(2,666.74)</b>	<b>-12.57 %</b>	<b>(1,767.50)</b>	<b>(7,627.13)</b>	<b>-431.52</b>

Account	Description	Year-To-Date			Monthly Comparative:		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
<b>417</b>	Stormwater Utility						41.67%
<b>Revenues</b>							
34124	Stormwater Utility Fee	50,000.00	0.00	0.00 %	4,166.67	0.00	0.00 %
36100	Interest Earnings	250.00	0.00	0.00 %	20.83	0.00	0.00 %
	<b>Total Revenues</b>	<b>50,250.00</b>	<b>0.00</b>	<b>0.00 %</b>	<b>4,187.50</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Expenditures</b>							
51530	Stormwater Administration	(3,500.00)	0.00	0.00 %	(291.67)	0.00	0.00 %
	<b>Total Expenditures</b>	<b>(3,500.00)</b>	<b>0.00</b>	<b>0.00 %</b>	<b>(291.67)</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Total 417</b>	Stormwater Utility	<b>46,750.00</b>	<b>0.00</b>	<b>0.00 %</b>	<b>3,895.83</b>	<b>0.00</b>	<b>0.00 %</b>

433	Hillcrest City Cemetery	Account	Description	Year-To-Date		Monthly Comparative:		Month-To-Date	% of Avg
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth		
<b>Revenues</b>									
34110		General Services		2,300.00	(1,194.00)	51.91 %	191.67	(90.00)	46.96 %
34321		Cemetery Burial Charges		900.00	0.00	0.00 %	75.00	0.00	0.00 %
34323		Grave - Opening And Closing Fees		18,000.00	(5,850.00)	32.50 %	1,500.00	0.00	0.00 %
36100		Interest Earnings		250.00	(74.31)	29.72 %	20.83	(14.97)	71.86 %
36340		Sale Of Cemetery Lots		6,000.00	(9,750.00)	162.50 %	500.00	0.00	0.00 %
		<b>Total Revenues</b>		<b>27,450.00</b>	<b>(16,868.31)</b>	<b>61.45 %</b>	<b>2,287.50</b>	<b>(104.97)</b>	<b>4.59 %</b>
<b>Expenditures</b>									
43400		Cemeteries		(42,426.00)	33,514.04	78.99 %	(3,535.50)	101.19	2.86 %
		<b>Total Expenditures</b>		<b>(42,426.00)</b>	<b>33,514.04</b>	<b>78.99 %</b>	<b>(3,535.50)</b>	<b>101.19</b>	<b>2.86 %</b>
<b>Total</b>	<b>433</b>	Hillcrest City Cemetery		<b>(14,976.00)</b>	<b>16,645.73</b>	<b>111.15 %</b>	<b>(1,248.00)</b>	<b>(3.78)</b>	<b>-0.30 %</b>

RESOLUTIONS....

**RESOLUTION 14-07**

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF WHITE HOUSE, TENNESSEE, APPROVING CERTAIN AMENDMENTS AND REVISIONS TO THE PERSONNEL MANUAL.**

**WHEREAS**, the City maintains a consistent set of adopted rules and procedures for the administration of personnel matters; and

**WHEREAS**, the City Administrator is charged with the duty to review the adopted policies and procedures that govern the City's personnel system and make recommendations of updates and improvements to the procedures; and

**WHEREAS**, the City has engaged the services of a professionally trained Human Resources Director to advise on personnel matters, including improvements to language contained in the Personnel Manual; and

**WHEREAS**, this professional has made a number of recommendations to revise the personnel rules and procedures; and

**WHEREAS**, the Board of Mayor and Aldermen wish to amend the current personnel manual;

**NOW, THEREFORE**, the Board of Mayor and Aldermen of the City of White House do hereby resolve that the Personnel Manual is hereby amended by changing and updating the City of White House Personnel Manual.

This resolution shall be effective upon passage.

Adopted this 18<sup>th</sup> day of December 2014.

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

ATTEST:

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

## **5.11. PERFORMANCE APPRAISAL / EVALUATION**

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**Effective Date for Merit.** The award of pay for performance will be given as a rate increase in July following the performance appraisal period as the budget allows. All pay for performance increases will become effective at the beginning of the first full pay period of the fiscal year.

## **6.7. MILITARY LEAVE**

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The employee may choose to supplement military leave with vacation ~~or comp time~~, if available, up to the amount of regularly scheduled pay.

## **6.9. FAMILY AND MEDICAL LEAVE**

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**Paid / Unpaid Leave.** Family and medical leave runs concurrently with paid time off (i.e. sick and vacation). Payment during FMLA will be in accordance with current leave policies. If the employee does not have the time available or he/she exhausts paid time while out on family and medical leave, the remainder of the approved leave will be unpaid. When an employee is on "leave without pay" ~~for 15 calendar days or more during any calendar month~~ no benefits accrue. The combination of sick leave, annual leave, and unpaid leave may not exceed the total allowable leave under the FMLA.

## **7.3. TRAVEL POLICY**

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### **7.3.3. TRAVEL REQUESTS**

To ensure reimbursement for official travel, an approved Travel Authorization Form is required (see appendix). ~~See Authorization for Travel Form in appendix.~~ Lack of pre-approval does not prohibit reimbursement, but it does assure reimbursement within the limits of the City travel policy. All costs associated with the travel should be reasonably estimated and *shown* on the Authorization for Travel Form. An approved authorization form is needed before advanced expenses are paid or travel advances are authorized. ~~A copy of the conference program, if applicable, should be attached to the authorization form.~~ If the program is not available prior to the travel, you must attach it to your Statement of Expense Claims Form.

### **7.3.4. TRAVEL DOCUMENTATION**

It is the responsibility of the authorized traveler to:

- 7.3.4.1. prepare and accurately describe the travel;
- 7.3.4.2. certify the accuracy of the reimbursement request;
- 7.3.4.3. note on the reimbursement form all direct payments and travel advances made by the City; and
- 7.3.4.4. file the ~~expense form~~ **Expense Claims Form** (*see appendix*) with the necessary supporting documents and original receipts. The ~~expense form~~ **Expense Claims Form** should be filed with the finance department within 10 days of return or at the end of the month, whichever is more practical

### **7.3.5. TRANSPORTATION**

**Exceptions:** When the traveler extends the trip with personal time to take advantage of discount fares, the reimbursement will be limited to the lesser of the:

- 7.3.5.2. ~~the amount that would have been incurred for the business portion only.~~ The calculations for the business portion of the trip must be made using the least expensive rates available. All expenses

and savings associated with extending the trip must be submitted with the ~~expense reimbursement form~~ **Expense Claims Form**

## VEHICLES

**Personal Vehicle.** Employees should use City vehicles when possible. Use of a private vehicle must be approved in advance by the supervisor. The City will pay a mileage rate not to exceed the rate allowed by the state schedule. The miles for reimbursement shall be paid from origin to destination and back by the most direct route as determined by a web-based electronic mapping source (i.e., MapQuest, Google Maps, etc.). The traveler's origin is home or work, whichever produces the least cost to the City. Necessary vicinity travel related to official City business will be reimbursed. ~~If an indirect route is taken, MapQuest mileage will be used to determine the mileage to be reimbursed.~~ If a privately owned automobile is used by two or more travelers on the same trip, only the traveler who owns or has custody of the automobile will be reimbursed for mileage. It is the responsibility of the traveler to provide adequate insurance to hold harmless the City for any liability from the use of the private vehicle. In no event will mileage reimbursement, plus vicinity travel and associated automobile costs, exceed the lowest reasonable available air fare and associated air fare travel costs. Travelers will not be reimbursed for automotive repair or breakdowns when using their personal vehicle.

## TAXI, LIMOUSINE, AND OTHER TRANSPORTATION FARES

When an individual travels by common carrier, reasonable fares will be allowed for necessary ground transportation. Bus or limousine service to and from airports should be used when available and practical. The City will reimburse mileage for travel to and from the local airport and parking fees, provided such costs do not exceed normal taxi/limousine fares to and from the airport. Receipts are required. For travel between lodging quarters and meetings, conferences, or meals, reasonable taxi fares will be allowed. Remember, *original* receipts are required for claims of \$5 or more. Transportation to and from shopping, entertainment, or other personal trips is the choice of the traveler and not reimbursable. Reimbursement claims for taxis, limousines, or other ground transportation must be listed separately on the ~~expense form~~ **Expense Claims Form**, claiming the destination and amount of each fare.

### 7.3.6. LODGING

The amount allocated for lodging shall not ordinarily exceed the maximum per diem rates authorized by the state rate schedule.

- 7.3.6.1. Tennessee's reimbursement rate varies according to location and does not include appropriate taxes. State rates for travel reimbursement can be found in the state regulations online at <http://www.state.tn.us/finance/act/policy8.pdf>  
<http://www.tn.gov/finance/act/documents/policy8.pdf>.
- 7.3.6.2. ~~Original lodging receipts must be submitted with the expense form. Photocopies are not acceptable.~~ Lodging receipts must be submitted with the **Expense Claims Form**.
- 7.3.6.3. If a traveler exceeds the maximum lodging per diem, excess costs are the responsibility of the traveler.
- 7.3.6.4. If the best rate is secured, and it still exceeds the maximum lodging per diem, the supervisor may authorize a higher reimbursement amount. Even if it costs more, travelers may be allowed to stay at the officially designated hotel of the meeting; however, more moderately priced accommodations must be requested whenever possible. It will be the traveler's responsibility to provide documentation of the "officially designated meeting site" room rates, if these rates are higher than the normal reimbursable amounts.

7.3.6.5. If two or more City employees travel together and share a room, the lodging reimbursement rate will be the maximum of two single rooms. If an employee shares a room with a non-employee, the actual cost will be allowed up to the maximum reimbursable amount. The receipt for the entire amount must be submitted with the ~~expense form~~ **Expense Claims Form**.

7.3.6.6 Generally speaking, the City will not reimburse for lodging located less than 60 miles from the traveler's official station. The City Administrator may make exceptions for unusual circumstances.

7.3.6.7 An employee's eligibility for overnight travel and lodging on the day of travel shall be determined by the estimated travel time plus the start time of the class or event.

**7.3.7. MEALS AND INCIDENTALS**

Receipts are not required for meals and incidentals. The authorized traveler may ~~be reimbursed~~ receive per diem based on the daily amount based on the rate schedule the State Per Diem Rate Schedule and the authorized length of stay. The per diem meal amounts are expected to cover meals, tips, porters, and incidental expenses. The authorized traveler will not be reimbursed more than this. Whether meals may be claimed depends on when the traveler leaves and returns to the official station. The traveler's official station is home or work, whichever produces the least cost to the City. When partial day travel is involved, the current per diem allowance is determined as follows:

- Breakfast will be eligible for per diem if the traveler departs before 7:00 am and the estimated travel time is more than two (2) hours.
- Lunch will be eligible for per diem if the traveler departs before 11:00 am and the estimated travel time is more than two (2) hours or the traveler is eligible to receive per diem for dinner.
- Dinner will be eligible for per diem if the traveler departs before 7:00 pm and the estimated travel time is more than two (2) hours.

MEAL	IF DEPARTURE BEFORE	IF DEPARTURE AFTER
Breakfast	7:00 a.m.	8:00 a.m.
Lunch*	11:00 a.m.	1:30 p.m.
Dinner**	5:00 p.m.	6:30 p.m.

Departure time is determined by using the start time for the class or event less the estimated travel time ~~from~~ www.mapquest.com by a web-based electronic mapping source (i.e., MapQuest, Google Maps, etc.)

*\*Generally, lunch will not be reimbursed unless overnight travel is involved. Lunch may be reimbursed if departure is before 11 a.m. and the employee is eligible to be reimbursed for dinner.*

*\*\* When overnight travel is involved, dinner reimbursement is made regardless of departure time*

Regardless of which reimbursement rate the City uses, the amounts include tip, gratuity, etc. The hour and date of departure and return must be shown on the expense form.

~~The excess cost of an official banquet may be allowed provided proper documentation or explanation is submitted with the expense form.~~ If a meal is included as part of a conference or seminar registration, or is included with the air fare, then the allowance for that meal should be subtracted from the total allowance for the day. For example, if a dinner is included as part of the conference fee, the maximum meal allowance for the day should be reduced by the allowed dinner amount.

**7.3.9. ENTERTAINMENT**

The City may pay for certain entertainment expenses provided that the

- entertainment is appropriate in the conduct of City business;

- entertainment is approved by the City Administrator;
- group or individuals involved are identified;
- documentation is attached to the ~~expense form~~ **Expense Claims Form** to support the entertainment expense claims

To request reimbursement for authorized entertainment expenses, be sure to include with the ~~expense form~~ **Expense Claims Form**.

#### **7.3.10. TRAVEL RECONCILIATION**

- 7.3.10.1.** Within 10 days of return from travel, or by the end of the month, the traveler is expected to complete and file the Statement of Expense Claims Form. It must be certified by the traveler that the amount due is true and accurate. Original lodging, if the City provided a travel advance or made advanced payment, the traveler should include that information on the ~~expense form~~ **Expense Claims Report**. In the case of advances, the form should have a reconciliation summary, reflecting total claimed expenses with advances and City pre-payments indicated. The balance due the traveler or the refund due the City should be clearly shown below the total claim on the form or in a cover memo attached to the front of the form.

#### **8.4. APPEAL PROCEDURE**

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Employees have the right to appeal the final determination and discipline resulting from a disciplinary action of a supervisor or department head within five business days of the disciplinary action. Grievance/Disciplinary Appeal Form can be located in the appendix of this manual. If the employee is appealing the disciplinary action of a supervisor the following action should be taken:

**SECTION 10 – APPENDIX - PERSONNEL FORMS**

**CITY OF WHITE HOUSE**

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

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

Interview Location: \_\_\_\_\_

Interviewer(s): \_\_\_\_\_

**YOUR RIGHTS**

1. Prior to an internal interview concerning allegations of violations of administrative matters relating to the official business of the City of White House, the employee shall be advised as follows:
  - a. The employee is required to answer all questions fully and truthfully.
  - b. Refusal to comply with an order is a violation of department rules, which will subject the employee to disciplinary action.
  - c. Any required self-incriminating information disclosed will not be used against the employee in subsequent criminal proceedings.
2. An employee shall have the right to be represented, at his expense, by an attorney or supervisor who may, at the request of the employee, be present at all times during the interview, provided such representation does not result in suspension or delay of the interview for an unreasonable period of time. The employee representative is limited to acting as an observer of the interview, except that where the interview focuses on or leads to, evidence of potential criminal activity by the employee. An employee's representative may advise and confer with the employee during the interview.
3. Interviews will be conducted by a supervisor employed by the City, of equal rank or above the employee being interviewed, by a member of the City Law Department or by an agent representing an outside law enforcement agency.
4. Interviews will be conducted at a reasonable hour, preferably at a time that the employee is on duty, and shall take place at the office of the interviewer or another location of mutual convenience.
5. There will be no more than three persons conducting the interview and they will be responsible for all questions directed to the employee.
6. Interview sessions shall be for reasonable periods and shall allow for such personal necessities and rest periods as are reasonably necessary.
7. Employees under investigation shall not be subjected to offensive language nor threatened with transfer, dismissal or disciplinary action during an interview. No promise or reward shall be made by an interviewer as an inducement to answer any question.
8. Interviews will be limited in scope to activities, circumstances, events, conduct or acts, which pertain to the complaint made.
9. No public statement will be made prior to a final decision being rendered.
10. No employee shall be compelled to speak or testify before, or be questioned by, any non-governmental agency, or group not directly involved in the investigation.

11. No employee shall be required or requested to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures, including those of any member of his family or household, unless such information is reasonably necessary in investigating a possible conflict of interest with respect to the performance of his official duties or unless such disclosure is required by law or reasonably related to the matter under investigation.

I, \_\_\_\_\_, by my signature below, affirm that I have been advised of MY RIGHTS and have had any questions I had explained to me.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
ID#

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witnessing Employee

\_\_\_\_\_  
ID#

\_\_\_\_\_  
Date

**CITY OF WHITE HOUSE**  
**NOTICE OF CHARGES**

Employee's Name: \_\_\_\_\_

Rank: \_\_\_\_\_

Date Violation Occurred: \_\_\_\_\_

TYPE OF VIOLATION: \_\_\_\_\_

Description of Violation: \_\_\_\_\_

(attach additional sheets if necessary)

Previous Disciplinary Actions/Dates:

This notice of charges is issued to you and will be forwarded to the Department Head. The Department Head will notify you of the date, time and location of the hearing. You may have a representative with you and submit written remarks at the hearing.

\_\_\_\_\_  
Signature of Person Issuing Notice of Charges

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

I hereby acknowledge that a copy of the above Notice of Charges has been given to me this day.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Original: Department Head

# City of White House Employee Performance Appraisal

Employee: \_\_\_\_\_

Department: \_\_\_\_\_

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

Appraisal Period: \_\_\_\_\_

Appraisal Type:    Six Month             Annual             Other

Rating Key:            Meets Expectations = M/E            Does Not Meet Expectation = DNME

## Job Performance, Knowledge and Skills:

- |   |                              |                               |
|---|------------------------------|-------------------------------|
| 1. Understands and applies job related knowledge and skills.    | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 2. Updates skills through education and training.               | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 3. Adapts to changes in the job, work methods and surroundings. | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 4. Maintains reliable attendance.                               | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 5. Complies with safety and health policy and procedures.       | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 6. Work is completed in a timely manner.                        | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |

## Communication & Interpersonal Skills:

- |  |                              |                               |
|--|------------------------------|-------------------------------|
| 1. Consistently communicates job-related information.              | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 2. Communicates effectively with co-workers and the public.        | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 3. Oral and written communication is clear, accurate and complete. | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 4. Develops and maintains effective working relationships.         | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 5. Demonstrates loyalty and professionalism.                       | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 6. Provides effective Customer Service to customers.               | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |

## Supervisory Skills (if applicable):

- |   |                              |                               |
|---|------------------------------|-------------------------------|
| 1. Demonstrates the ability to direct others in accomplishing tasks.    | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 2. Rewards and recognizes individual and team successes.                | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 3. Functions effectively under pressure.                                | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 4. Resolves differences and seeks win/win outcomes.                     | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 5. Responds appropriately to criticism and suggestions for improvement. | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |
| 6. Promotes employee safety and wellness.                               | M/E <input type="checkbox"/> | DNME <input type="checkbox"/> |

Overall Appraisal Rating:            M/E             DNME

**Comments:**

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**Employee Status:**

**YES**

**NO**

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 1. Annual Performance Appraisal Meets Expectations            | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. No Disciplinary Suspension Issued During Evaluation Period | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Department Training Requirements Met                       | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Worked Full 12 Month Evaluation Period                     | <input type="checkbox"/> | <input type="checkbox"/> |

**Expected Goals and Objectives for Next Appraisal Period:**

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**Employee Comments:**

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My signature does not constitute agreement and/or acceptance of this appraisal rating yet serves as formal acknowledgement of receipt of the information presented.

Employee Signature	_____	Date	_____
Appraiser Signature	_____	Date	_____
Department Head Signature	_____	Date	_____
Human Resources Signature	_____	Date	_____
City Administrator Signature	_____	Date	_____



**CITY OF WHITE HOUSE  
EMPLOYEE REQUEST**

<b>Reason:</b>	<input type="checkbox"/> Replacement	<input type="checkbox"/> Overhire		
<b>Classification:</b>	<input type="checkbox"/> Full-Time	<input type="checkbox"/> Part-Time	<input type="checkbox"/> Temporary	<input type="checkbox"/> Seasonal
<b>Budgeted:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<b>Current Job Description:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If no, revision necessary prior to advertising.	
<b>Advertise:</b>	<input type="checkbox"/> Internal	<input type="checkbox"/> External	<input type="checkbox"/> Both	

Date Needed: \_\_\_\_\_ Department: \_\_\_\_\_

Job Title: \_\_\_\_\_ Pay Grade: \_\_\_\_\_

Budget Distribution Number: \_\_\_\_\_

Employee Reports To: \_\_\_\_\_

Please explain reason for vacancy: \_\_\_\_\_

Position Filled By: \_\_\_\_\_ Date: \_\_\_\_\_

*(For HR use only)*

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

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

**AUTHORIZATION FOR TRAVEL**

CITY OF White House

I hereby request authority for travel on official city business to the destination on the dates and for the purpose indicated below.

DATE	CITY & STATE	HOTEL ADDRESS	PURPOSE OF TRIP

Accompanied By \_\_\_\_\_

APPLICANT \_\_\_\_\_ Department Account \_\_\_\_\_

Signature \_\_\_\_\_

Total Estimated Cost of Travel \$ \_\_\_\_\_

**SPECIAL FUNDING REQUESTS** (Select items requested.)

- Registration Prepayment
- Prepaid Airline Tickets
- Travel Advance of \$ \_\_\_\_\_

**APPROVAL** (Please note: Approval of travel requests by the signatory below indicates that adequate funding is provided in appropriations to cover the estimated costs of this travel.)

Signature \_\_\_\_\_ Department Head      Signature \_\_\_\_\_ Chief Administrative Officer

**City of White House  
Grievance / Disciplinary Appeal Form**

<b>Employee Information</b>		
Employee's Name:	Job Title:	Department and Work Unit:
	Daytime Phone:	Mailing Address:
<b>Complaint Information</b>		
Date of Occurrence:	Have you discussed this issue with your supervisor? <input type="checkbox"/> Yes <input type="checkbox"/> No	Supervisor's Name:
	Date(s) of discussion:	Supervisor's Phone:
<b>Issue of Complaint:</b>		
List specific problem(s)/issue(s).		
_____		
For clarification of the issues of your complaint, please provide statements regarding the unfavorable employment decision/condition which is the subject of this complaint. (Describe what happened, when and where, how your employment has been affected, and indicate names of others involved. Attach any supporting documentation.)		
_____		
_____		
_____		
_____		
_____		
<b>Relief Requested:</b> Indicate the action(s) that would resolve your complaint.		
_____		
_____		

My signature indicates that the information contained on this form and attachments to this form are true and factual to the best of my knowledge.

Employee: \_\_\_\_\_

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

Supervisor: \_\_\_\_\_

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



## City of White House Personnel Action

<b>Action</b>	<input checked="" type="checkbox"/> New Hire	<input type="checkbox"/> Separation	<input type="checkbox"/> Demotion	<input type="checkbox"/> Promotion	<input type="checkbox"/> Other
Details if "other" _____					
Employee Name: _____			Effective Date: _____		
Employee SSN: _____	Fund _____	Dept / Pay Dist # _____			
Job Title _____		Supervisor _____			
Current Grade _____	New Grade _____	Current Rate _____	New Rate _____		
<b>Employee Information</b>					
Home Address		Address Line #1: _____			
		Address Line #2: _____			
Home Phone _____			Cell Phone _____		
<b>Emergency Contact Information</b>					
Emergency Contact _____			Phone #1 _____		
			Phone #2 _____		
<b>Leave</b>					
Leave Effective Date _____			Leave End Date _____		
Leave Type (Check all that apply)					
<input type="checkbox"/> FMLA	<input type="checkbox"/> Sick Leave	<input type="checkbox"/> Bereavement	<input type="checkbox"/> Military	<input type="checkbox"/> Jury Duty	
<input type="checkbox"/> Administrative Suspension Leave		<input type="checkbox"/> Leave With Pay		<input type="checkbox"/> Leave Without Pay	
<b>Separation</b>					
Separation Effective Date _____			Reason _____		
Recommended for re-hire?		<input type="checkbox"/> Recommended		<input type="checkbox"/> NOT Recommended	
Details of status change					

Employee Signature _____	Date _____	
Supervisor Signature _____	Date _____	
Dept. Head Signature _____	Date _____	
Human Resources _____	Date _____	
City Administrator _____	Date _____	



**CITY OF WHITE HOUSE  
OUTSIDE EMPLOYMENT REQUEST**

I, \_\_\_\_\_, request to have a secondary job per the secondary job description listed below. I understand that the City of White House is my primary job and the requested secondary job will not interfere with or take priority over my job with the City of White House and that I will not use any city equipment of any kind for the secondary job.

**SECONDARY JOB DESCRIPTION:**

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPROVED

APPROVED

DENIED

DENIED

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

**COMMENTS:**

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**City of White House**  
**Performance Correction Notice**

Employee Name _____	Date _____
Supervisor / Mgr _____	Dept _____
Discipline Level <input checked="" type="checkbox"/> Oral Reprimand <input type="checkbox"/> Written Reprimand <input type="checkbox"/> Suspension PAID <input type="checkbox"/> Suspension UNPAID	
Incident Description _____	
Nature of Incident <i>Check all that apply</i>	
<input type="checkbox"/> Policy / Procedure Violation	<input type="checkbox"/> Performance Issue
<input type="checkbox"/> Behavior / Conduct Violation	<input type="checkbox"/> Attendance Violation

**Description of incident and supporting details** (include time, place, date, witnesses , etc. - attach supporting documentation if needed)

**Performance Improvement Plan** (Provide measurable improvement goals, special direction, training, etc. as needed)

**Outcomes and Consequences** (Provide timelines, probationary periods, etc. and expectations if recurrence of violation)

**Employee Comments / Rebuttal** (Attach additional sheets if needed)

**Employee Acknowledgement**  
I have received a copy of this notification. It has been discussed with me, and I have been advised to take time to consider prior to signing. By signing this document, I commit to follow the standards of performance and conduct outlined by the City of White House in the City Personnel Manual.

Employee Signature _____	Date _____
Supervisor Signature _____	Date _____
Dept. Head Signature _____	Date _____
Human Resources Signature _____	Date _____
City Administrator Signature _____	Date _____

Distribution Copies: \_\_\_\_\_ HR    \_\_\_\_\_ Employee

SECTION 10 – APPENDIX - PERSONNEL FORMS

**CITY OF WHITE HOUSE  
EMPLOYEE COUNSELING RECORD**

*Employee counseling is meant to be a positive, constructive management tool used to correct a work related problem.*

**Employee Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Specific Problem(s):**

*(i.e Policy/Procedure violated; Behavioral/Conduct; Performance; Attendance - attach additional sheets if necessary)*

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**Corrective Action Necessary:**

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**Employee Notice:** The specific problem(s) identified above have been discussed with you and the corrective action necessary has been made clear to you. If there is not immediate and sustained corrective action taken, further disciplinary action will be taken.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Employee Comments Rebuttal:** *(attach additional sheets if necessary)*

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**Supervisor Follow-up Action:** *(include date)*

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*Original: Human Resources      Copy: Employee*

**CITY OF WHITE HOUSE  
NOTICE OF CHARGES**

**Employee's Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Date Violation Occurred:** \_\_\_\_\_

**Type of Violation:** \_\_\_\_\_

**Description of Violation:** *(attach additional sheets if necessary)*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Previous Disciplinary Actions/Dates:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This notice of charges is issued to you and will be forwarded to the Department Head. The Department Head will notify you of the date, time and location of the hearing. You may have a representative with you and submit written remarks at the hearing.

\_\_\_\_\_  
Signature of Person Issuing Notice of Charges                      Date                      Title

I hereby acknowledge that a copy of the above Notice of Charges has been given to me this day.

\_\_\_\_\_  
Employee Signature                      Date

*Original: Human Resources      Copy: Employee*

**CITY OF WHITE HOUSE  
EMPLOYEE RIGHTS**

**Employee Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Interview Location:** \_\_\_\_\_

**Interviewer(s):** \_\_\_\_\_

**YOUR RIGHTS**

1. Prior to an internal interview concerning allegations of violations of administrative matters relating to the official business of the City of White House, the employee shall be advised as follows:
  - a. The employee is required to answer all questions fully and truthfully.
  - b. Refusal to comply with an order is a violation of department rules, which will subject the employee to disciplinary action.
  - c. Any required self-incriminating information disclosed will not be used against the employee in subsequent criminal proceedings.
2. An employee shall have the right to be represented, at his expense, by an attorney or supervisor who may, at the request of the employee, be present at all times during the interview, provided such representation does not result in suspension or delay of the interview for an unreasonable period of time. The employee representative is limited to acting as an observer of the interview, except that where the interview focuses on or leads to, evidence of potential criminal activity by the employee. An employee's representative may advise and confer with the employee during the interview.
3. Interviews will be conducted by a supervisor employed by the City, of equal rank or above the employee being interviewed, by a member of the City Law Department or by an agent representing an outside law enforcement agency.
4. Interviews will be conducted at a reasonable hour, preferably at a time that the employee is on duty, and shall take place at the office of the interviewer or another location of mutual convenience.
5. There will be no more than three persons conducting the interview and they will be responsible for all questions directed to the employee.
6. Interview sessions shall be for reasonable periods and shall allow for such personal necessities and rest periods as are reasonably necessary.
7. Employees under investigation shall not be subjected to offensive language nor threatened with transfer, dismissal or disciplinary action during an interview. No promise or reward shall be made by an interviewer as an inducement to answer any question.
8. Interviews will be limited in scope to activities, circumstances, events, conduct or acts, which pertain to the complaint made.
9. No public statement will be made prior to a final decision being rendered.
10. No employee shall be compelled to speak or testify before, or be questioned by, any non-governmental agency, or group not directly involved in the investigation.
11. No employee shall be required or requested to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures, including those of any member of his family or household, unless such information is reasonably necessary in investigating a possible conflict of interest

with respect to the performance of his official duties or unless such disclosure is required by law or reasonably related to the matter under investigation.

I, \_\_\_\_\_, by my signature below, affirm that I have been advised of MY RIGHTS and have had any questions I had explained to me.

Employee Signature: \_\_\_\_\_

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

Witnessing Employee Signature: \_\_\_\_\_

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

*Original: Human Resources      Copy: Employee*

**CITY OF WHITE HOUSE  
PERFORMANCE CORRECTION NOTICE**

**Employee Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Supervisor / Mgr:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**Discipline Level:**       Oral Reprimand       Written Reprimand  
                                  Suspension PAID       Suspension UNPAID

**Nature of Incident:**       Policy / Procedure Violation       Behavior / Conduct Violation  
*(Check all that apply)*       Performance Issue       Attendance Violation

**Description of Incident and Supporting Details:** *(include time, place, date, witnesses, etc. - attach additional supporting documentation if necessary)*

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**Performance Improvement Plan:** *(provide measurable improvement goals, special direction, training, etc. as needed)*

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**Outcomes and Consequences:** *(provide timelines, probationary periods, etc. and expectations if recurrence of violation)*

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**Employee Comments Rebuttal:** *(attach additional sheets if necessary)*

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**Employee Acknowledgement:** I have received a copy of this notification. It has been discussed with me, and I have been advised to take time to consider prior to signing. By signing this document, I commit to follow the standards of performance and conduct outlined in the City of White House Personnel Manual.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Original: Human Resources      Copy: Employee*

**CITY OF WHITE HOUSE  
GRIEVANCE / DISCIPLINARY APPEAL FORM**

**Employee Name:** \_\_\_\_\_ **Daytime Phone:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Department:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Supervisor's Name:** \_\_\_\_\_ **Supervisor's Phone:** \_\_\_\_\_

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**Complaint Information**

**Date of Occurrence:** \_\_\_\_\_

**Have you discussed this issue with your supervisor?**       Yes       No

If yes, date(s) of discussion: \_\_\_\_\_

**List specific problem(s) / issue(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For clarification of the issues of your complaint, please provide statements regarding the unfavorable employment decision/condition which is the subject of this complaint. (Describe what happened, when and where, how your employment has been affected, and indicate names of others involved. Attach additional sheets if necessary.)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Relief Requested:** *(Indicate the action(s) that would resolve your complaint.)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My signature indicates that the information contained on this form and attachments to this form are true and factual to the best of my knowledge.

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Supervisor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Original: Human Resources      Copy: Employee*

**CITY OF WHITE HOUSE  
PERFORMANCE APPRAISAL TOOL**

**Employee:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Appraisal Period:** \_\_\_\_\_

**Appraisal Type:** Six Month                       Annual                       Other

**Rating Key:**                      Meets Expectations = M/E                      Does Not Meet Expectation = DNM/E

**Job Performance, Knowledge and Skills:**

- |   |                              |                                |
|---|------------------------------|--------------------------------|
| 1. Understands and applies job related knowledge and skills.    | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 2. Updates skills through education and training.               | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 3. Adapts to changes in the job, work methods and surroundings. | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 4. Maintains reliable attendance.                               | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 5. Complies with safety and health policy and procedures.       | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 6. Work is completed in a timely manner.                        | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |

**Communication & Interpersonal Skills:**

- |  |                              |                                |
|--|------------------------------|--------------------------------|
| 1. Consistently communicates job-related information.              | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 2. Communicates effectively with co-workers and the public.        | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 3. Oral and written communication is clear, accurate and complete. | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 4. Develops and maintains effective working relationships.         | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 5. Demonstrates loyalty and professionalism.                       | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 6. Provides effective Customer Service to customers.               | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |

**Supervisory Skills (if applicable):**

- |   |                              |                                |
|---|------------------------------|--------------------------------|
| 1. Demonstrates the ability to direct others in accomplishing tasks.    | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 2. Rewards and recognizes individual and team successes.                | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 3. Functions effectively under pressure.                                | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 4. Resolves differences and seeks win/win outcomes.                     | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 5. Responds appropriately to criticism and suggestions for improvement. | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |
| 6. Promotes employee safety and wellness.                               | M/E <input type="checkbox"/> | DNM/E <input type="checkbox"/> |

**Overall Appraisal Rating:**                      M/E                       DNM/E

**Comments:**

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**Employee Status:**

	<b>YES</b>	<b>NO</b>
1. Did the employee's annual performance appraisal meet expectations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Was a disciplinary suspension issued during the evaluation period?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the employee meet the department training requirements?	<input type="checkbox"/>	<input type="checkbox"/>
4. Did the employee work the full 12 month evaluation period?	<input type="checkbox"/>	<input type="checkbox"/>

**Expected Goals and Objectives for Next Appraisal Period:**

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**Employee Comments:**

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My signature does not constitute agreement and/or acceptance of this appraisal rating yet serves as formal acknowledgement of receipt of the information presented.

Employee Signature: \_\_\_\_\_

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

Appraiser Signature: \_\_\_\_\_

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

Department Head Signature: \_\_\_\_\_

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

Human Resources Signature: \_\_\_\_\_

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

City Administrator Signature: \_\_\_\_\_

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

*Original: Human Resources*

*Copy: Employee*



**CITY OF WHITE HOUSE  
EMPLOYEE REQUEST**

**Reason:**                     Replacement                     New Position  
**Classification:**             Full Time                     Part Time  
**Budgeted:**                     Yes                     No  
**Current Job Description:**     Yes                     No  
**Advertise:**             Internal             External             Both

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**Date Needed:** \_\_\_\_\_                    **Department:** \_\_\_\_\_  
**Job Title:** \_\_\_\_\_                    **Pay Grade:** \_\_\_\_\_  
**Budget Distribution Number:** \_\_\_\_\_  
**Employee Reports To:** \_\_\_\_\_

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**Reason for Vacancy:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Supervisor Signature:** \_\_\_\_\_                    **Date:** \_\_\_\_\_  
**Human Resources Signature:** \_\_\_\_\_                    **Date:** \_\_\_\_\_  
**City Administrator Signature:** \_\_\_\_\_                    **Date:** \_\_\_\_\_

*Original: Human Resources*

**CITY OF WHITE HOUSE  
OUTSIDE EMPLOYMENT REQUEST**

I, \_\_\_\_\_, request to have a secondary job per the secondary job description listed below. I understand that the City of White House is my primary job and the requested secondary job will not interfere with or take priority over my job with the City of White House and that I will not use any city equipment of any kind for the secondary job.

**Secondary Job Description:**

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Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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APPROVED                       DENIED

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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APPROVED                       DENIED

City Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**Comments:**

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*Original: Human Resources                      Copy: Employee*



## City of White House Personnel Action Form

Effective Date: _____	
Action: _____	Details if other: _____

Employee Name: _____					
SSN: _____			Birth Date: _____		
Job Title: _____			Supervisor Title: _____		
Fund: _____			Pay Distribution #: _____		
Current:	Grade: _____	Rate: _____	New:	Grade: _____	Rate: _____

Address: _____	City, State, Zip: _____
Home Phone: _____	Cell Phone: _____
Emergency Contact: _____	Contact Phone: _____

Separation Effective Date: _____	Reason: _____
Eligible for Rehire? _____	

Details of Status Change:

Employee: _____	Date: _____
Supervisor: _____	Date: _____
Department Head: _____	Date: _____
Human Resources: _____	Date: _____
City Administrator: _____	Date: _____

# CITY OF WHITE HOUSE TRAVEL AUTHORIZATION FORM

I hereby request authority for travel on official city business to the destination on the dates and for the purpose indicated below.

**STEP 1:** TOTAL ESTIMATED COST OF TRAVEL: \$ \_\_\_\_\_

APPLICANT NAME: _____	APPLICANT SIGNATURE: _____
-----------------------	----------------------------

TRAVEL DATES	CITY & STATE	ACCOMPANIED BY	PURPOSE OF TRIP

**ESTIMATES FOR APPROVAL** \*Do not pay for anything until approved\*

**FUNDING REQUESTS** with Department Accounts (Select items requested.)

- Registration Prepayment \$ \_\_\_\_\_ Account# \_\_\_\_\_
- \*Hotel \$ \_\_\_\_\_ Account# \_\_\_\_\_  
\*Attach Travel Authorization Supplement Form if applicable
- Prepaid Airline Tickets \$ \_\_\_\_\_ Account# \_\_\_\_\_
- \*Mileage \$ \_\_\_\_\_ Account# \_\_\_\_\_  
\*Attach Travel Authorization Supplement Form if applicable
- \*Travel Advance of \$ \_\_\_\_\_ Account# \_\_\_\_\_  
\*Attach Travel Authorization Supplement Form if applicable

-----  
**STEP 2:** Submit Travel Authorization and Supplement Form (if applicable) to City Administration Office for approval.

**STEP 3:** Submit **approved copy** of Travel Authorization to the Finance Department's Accounts Payable with the following:

1. Completed check requests
2. Completed credit card charge log (air fare, hotel, conference registration, etc.)

\*All forms submitted to Accounts Payable need proper documentation (i.e. agenda, travel, receipts)  
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**APPROVAL** (Please note: Approval of travel requests by the signatory below indicates that adequate funding is provided in appropriations to cover the estimated costs of this travel.)

Signature \_\_\_\_\_  
Department Head

Signature \_\_\_\_\_  
Authorized By

Date \_\_\_\_\_

**CITY OF WHITE HOUSE  
TRAVEL AUTHORIZATION  
SUPPLEMENT FORM**

Please refer to the following website to calculate the hotel rate and per diem allowance for the area you are traveling. <http://www.gsa.gov/portal/category/104711>

**HOTEL**

Conference Hotel\*

\* Unless approved by the City Administrator, per diem will NOT be given if the distance is less than 60 miles.

Non-conference Hotel\*

\*Verify City/State allowance for non-conference hotel rates

Hotel Name, City/State \_\_\_\_\_

**MILEAGE**

I will be using (*please check one*)

City Vehicle

Personal Vehicle

If you use a personal vehicle, mileage will be reimbursed at a rate of \$0.47 (per state rate) per mile. Please attach a web-based map/directions that shows the mileage for the trip. Enter the starting location as your home or work address, whichever produces the least cost to the City.

**Total Mileage**

**Reimbursement Amount**

**PER DIEM**

Are you requesting per diem? (*Please check one*)

Yes

No

If you are requesting per diem, please check the appropriate boxes below.

\*Meals provided by conference may not be requested for per diem or reimbursement.

Attach a copy of conference agenda.

	Rates	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Not Applicable		<input type="checkbox"/>						
Breakfast		<input type="checkbox"/>						
Lunch		<input type="checkbox"/>						
Dinner		<input type="checkbox"/>						
Incidentals		<input type="checkbox"/>						
TOTAL								



RESOLUTION 14-08

**A RESOLUTION AUTHORIZING THE CITY OF WHITE HOUSE, TENNESSEE, TO PARTICIPATE IN THE POOL'S "SAFETY PARTNERS" LOSS CONTROL MATCHING SAFETY GRANT PROGRAM**

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

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

**WHEREAS**, The Pool seeks to encourage the establishment of a safe workplace by offering a "*Safety Partners*" Loss Control Matching Safety Grant Program; and

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

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

SECTION 1. That the City of White House is hereby authorized to submit application for a "*Safety Partners*" Loss Control Matching Safety Grant Program through The Pool.

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

Resolved this 18<sup>th</sup> day of December 2014.

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

ATTEST:

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

ORDINANCES....

November 12, 2014

## MEMORANDUM

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

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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 PASSED

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

Sounds good. Have a great weekend!

**Valerie M. Webb**  
[vwebb@webbsanderslaw.com](mailto:vwebb@webbsanderslaw.com)  
(615) 581-0804 (office)  
(866) 277-5494 (fax)  
(615) 400-2950 (mobile)



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**From:** Gerald Herman [mailto:[gherman@cityofwhitehouse.com](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](mailto: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](mailto:vwebb@webbsanderslaw.com)  
(615) 581-0804 (office)  
(866) 277-5494 (fax)  
(615) 400-2950 (mobile)



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

[www.cityofwhitehouse.com](http://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 25<sup>TH</sup> 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, ~~cats~~, 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.<sup>1</sup>

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 PASSED

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                    PASSED

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

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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.

Ordinance reviewed by MTAS, TDEC, Attorney, committee

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](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) foot 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.
- 20-202. Jurisdiction.
- 20-203. Definitions.
- 20-204. Funding of stormwater utility.
- 20-205. Stormwater utility management fund.
- 20-206. Operating budget.
- 20-207. Stormwater user fee established.
- 20-208. Equivalent residential unit (ERU).
- 20-209. Property classification for stormwater user fees.
- 20-210. Base rate.
- 20-211. Property owners to pay charges.
- 20-212. Billing procedures and penalties for late payment.
- 20-213. Appeals of fees.
- 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	PASSED
Second Reading:	December 18, 2014	

ATTEST:

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

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

**ORDINANCE 14-30**

**AN ORDINANCE TO ANNEX CERTAIN TERRITORIES AND INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF WHITE HOUSE, TENNESSEE.**

**WHEREAS**, a public hearing before this body will be held the 15<sup>th</sup> day of January 2015, and notice thereof published in the Browser Connection on December 30, 2014; and

**WHEREAS**, application from the property owner to annex the below mentioned properties into the City limits, and

**WHEREAS**, a Plan of Services for such territory will be duly adopted by the White House Board of Mayor and Aldermen, and

**WHEREAS**, the annexation of such territories is deemed necessary for the welfare of the property owner thereof and of the City as a whole;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen of the City of White House, Tennessee that the territories described below be annexed and incorporated within the corporate boundaries of the City of White House:

**This description contains the property located on Sumner County Tax Map 96, Parcels 61.00 & 60.02 described in detail as Area #1, and a 891 foot long section of Marlin Road right-of-way described in detail as Area #2.**

**Area # 1**

This description contains the portion of properties located on Parcels 61.00 & 60.02, Sumner County Tax Map 96; the properties contain 16.89 acres, more or less. The property is referenced on Sumner County Tax Assessors Web-Site per December 10, 2014. **(Legal description attached)**

**Area #2**

Beginning at the northern right-of-way line of Marlin Road at south east corner of Sumner County Tax Map 96, Parcel 61, then including the entire road right-of-way of Marlin Road then extending in a western direction 891 feet, more or less, to the City of White House City Limits Boundary at the southeast property corner of Sumner County Tax Map 97L, Parcel 11.

**BE IT FURTHER ORDAINED** that the attached map is made exhibit to this ordinance.

This ordinance shall become effective upon publication of final reading and thirty (30) days upon final reading, the public welfare requiring it.

First Reading: December 18, 2014

Second Reading: January 15, 2015

ATTEST:

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

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

**AREA # 1**

**TRACT A:**

BEING Lot No. 1, on the Plan of Thera Nannette Purcell Property, of record in Plat Book 28, Page 141, Register's Office for Sumner County, Tennessee, to which plan reference is here made for a more complete description .

Being the same property conveyed to Michael L. Arnold and Carol Arnold, husband and wife by deed of record in Record Book \_\_\_\_\_, Page \_\_\_\_\_, Register's Office, Sumner County, Tennessee .

**Additional Collateral:**

**TRACT 1:**

Land in the 15th Civil District of Sumner County, Tennessee, described as follows, to-wit:

Beginning at a point in the northerly margin of Marlin Road, a corner to James E. Horn; thence with the line of said James E. Horn North 3 degrees East 1916.89 feet to a point in the line of Sammons property; thence with the line of Sammons property South 89 degrees East 223 feet to a corner with Vaughn; thence with the line of said Vaughn South 3 degrees West 1784.82 feet; thence North 87 degrees West 172.64 feet; thence South 3 degrees West 134.33 feet to a point in the northerly margin of said road; thence with said road margin South 86 degrees 4'1" West 50.0 feet to the beginning, containing 9.26 acres, more or less.

**TRACT 2:**

Land in the 15th Civil District, Sumner County, Tennessee, as follows:

Beginning at a corner with Eddie Gene Eidson in the northerly margin of Marlin Road and being the southwesterly corner of the property herein described; thence with the line of said Eddie Gene Eidson and others, N. 03 deg. E 1,930.0 feet to a point in the line of Sammons property; thence with the line of said Sammons, S. 89 deg. E. 173.0 feet to a corner with Charles E. Williamson and Elvis R. Williamson; thence with their line, S 03 deg. W. 1,916.89 feet to a point in the northerly margin of said Marlin Road; thence with said road margin, S. 86 deg. 4'1" W. 174.06 feet to the beginning containing 7.63 acres, more or less.

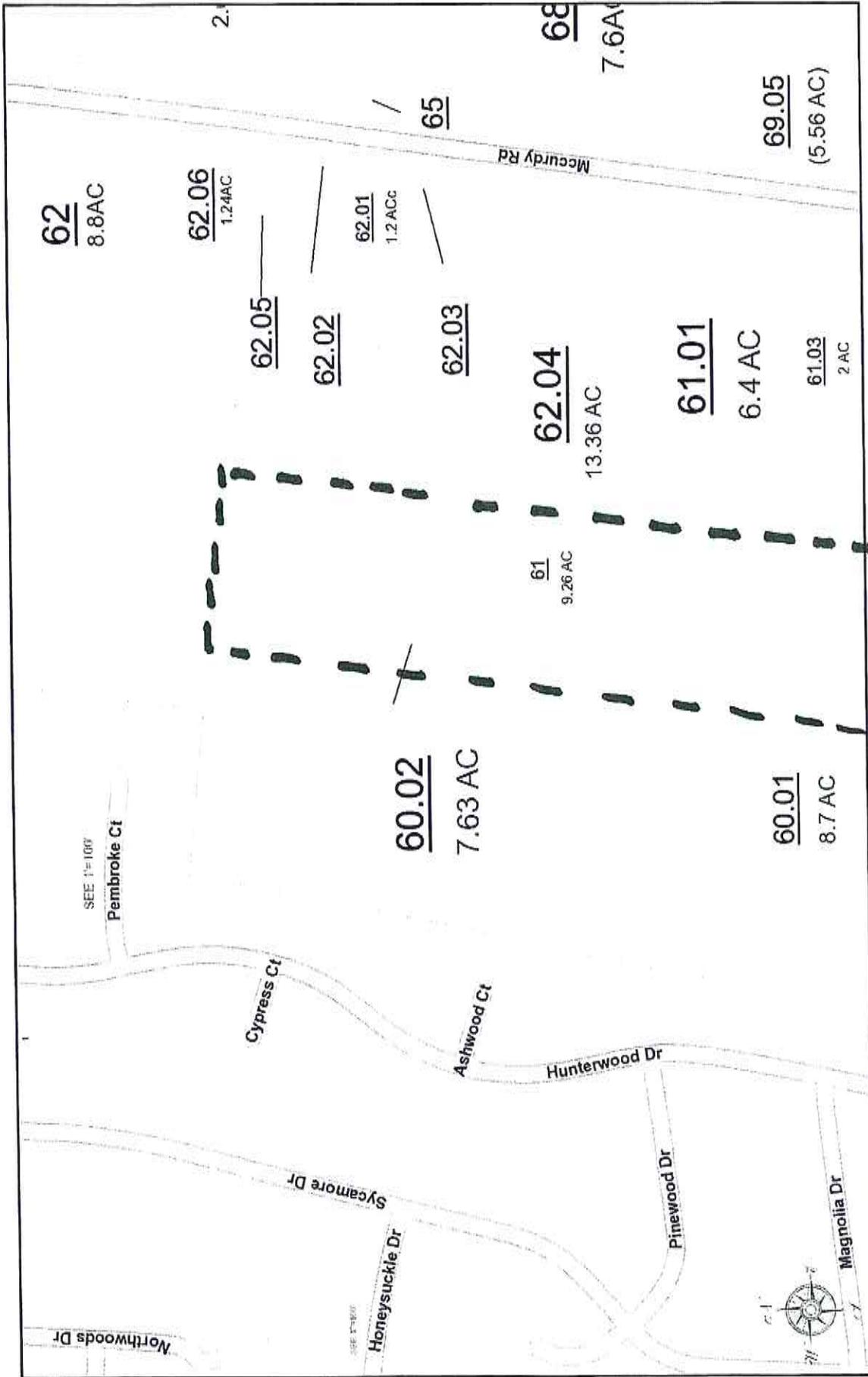
**INCLUDED IN TRACT 2 ABOVE BUT EXPRESSLY EXCLUDED FROM THIS CONVEYANCE IS THE FOLLOWING DESCRIBED PROPERTY:**

BEING Lot No. 1, on the Plan of Thera Nannette Purcell Property, of record in Plat Book 28, Page 141, Register's Office for Sumner County, Tennessee, to which plan reference is here made for a more complete description .

Being the same property conveyed to Michael L. Arnold and Carol Arnold, husband and wife, by deed of record in Record Book 3949, Page 544, Register's Office for Sumner County, Tennessee.

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# Arnold 2



## SUMNER COUNTY, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: December 10, 2014



**ORDINANCE 14-31**

**AN ORDINANCE TO ANNEX CERTAIN TERRITORIES AND INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF WHITE HOUSE, TENNESSEE.**

**WHEREAS**, a public hearing before this body will be held the 15<sup>th</sup> day of January 2015, and notice thereof published in the Browser Connection on December 30, 2014; and

**WHEREAS**, application from the property owner to annex the below mentioned properties into the City limits, and

**WHEREAS**, a Plan of Services for such territory will be duly adopted by the White House Board of Mayor and Aldermen, and

**WHEREAS**, the annexation of such territories is deemed necessary for the welfare of the property owner thereof and of the City as a whole;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen of the City of White House, Tennessee that the territories described below be annexed and incorporated within the corporate boundaries of the City of White House:

**Sumner County Tax Map 96, Parcel 50.05**

This description contains property located on Parcel 50.05, Sumner County Tax Map 96; the property contains 9.01 acres, more or less. The property is referenced on Sumner County Tax Assessors Web-Site per December 10, 2014. (Legal description attached.)

**BE IT FURTHER ORDAINED** that the attached map is made exhibit to this ordinance.

This ordinance shall become effective upon publication of final reading and thirty (30) days upon final reading, the public welfare requiring it.

First Reading: December 18, 2014

Second Reading: January 15, 2015

ATTEST:

\_\_\_\_\_  
Mike Arnold, Mayor

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

**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY TO BE ANNEXED**

<b>Owner(s):</b>	Jason Craig Johnson Brian Cook
<b>Property Address:</b>	Ben Albert Road White House, TN
<b>Tax Map &amp; Parcel Number:</b>	Map 96, Parcels 50.05
<b>Acreage:</b>	9.01 Acres

**LEGAL DESCRIPTION**

The following legal description is for land in the Fifteenth Civil District of Sumner County, Tennessee, located on the lands of Jason Craig Johnson and Brian Cook, of record in Deed Book 4005, Page 544, R.O.S.C., TN, and being more particularly described as follows:

Commencing at a point in the westerly margin of Ben Albert Road, said point being the northeast corner of Debra Gregory, of record in Deed Book 1470, Page 195; thence, leaving the westerly margin of said Ben Albert Road and following the north line of said Gregory, North 81 degrees 51 minutes 22 seconds West, a distance of 467.43 feet to a point, said point being the true point of beginning of the herein described tract;

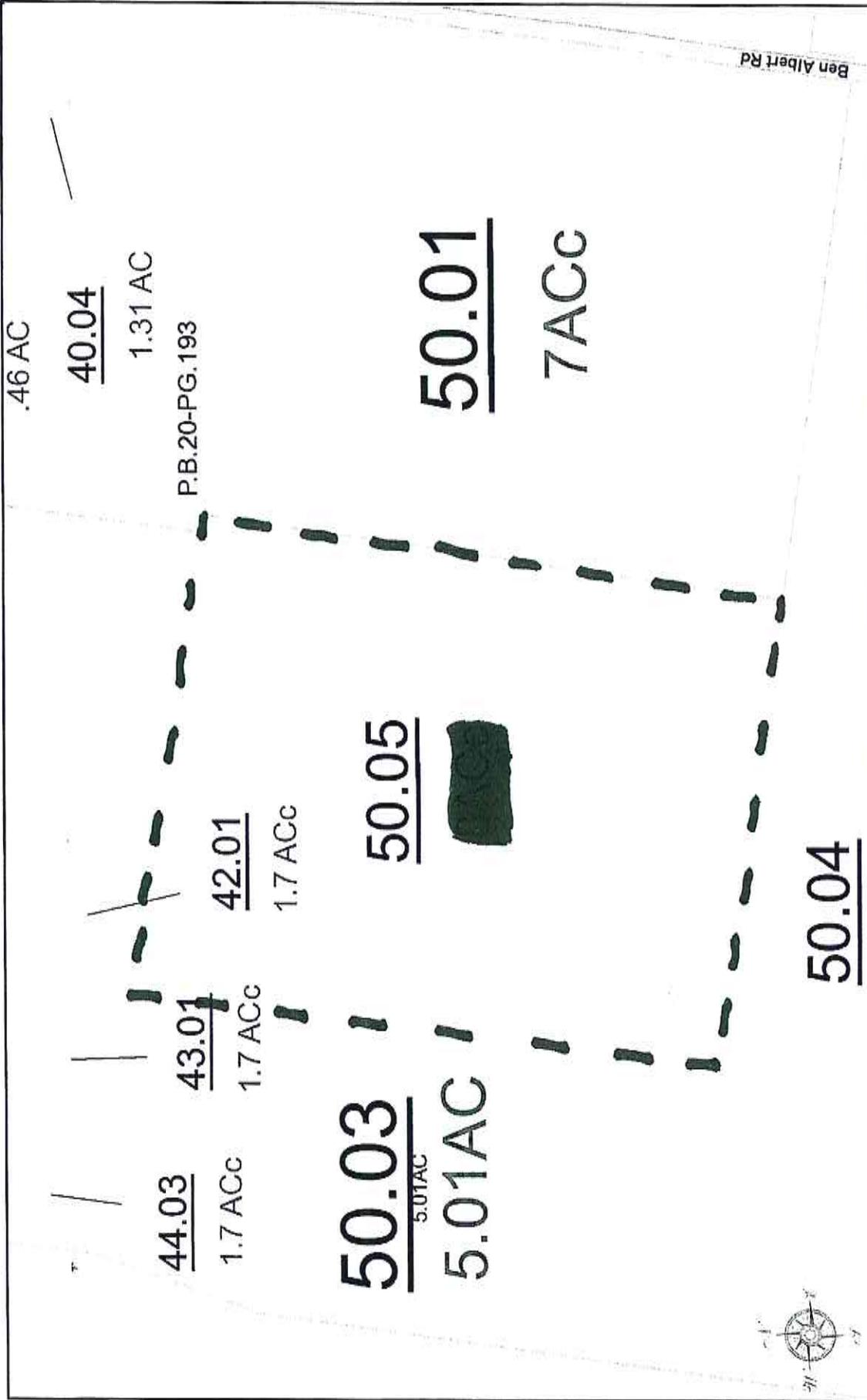
Thence, continuing with the north line of said Gregory, North 81 degrees 51 minutes 22 seconds West, a distance of 604.06 feet to a point, said point being the southeast corner of Mark Suffridge, of record in Deed Book 3326, Page 579;

Thence, leaving the north line of said Gregory and following the east line of said Suffridge, North 07 degrees 07 minutes 10 seconds East, a distance of 649.58 feet to a point, said point being the northeast corner of said Suffridge and in the south line of Deborah Choate, of record in Deed Book 93, Page 689;

Thence, with the south line of said Choate and passing along the south lines of Donald Crain, of record in Deed Book 1470, Page 704 and Deed Book 475, Page 445, and Bryant Tatum, of record in Deed Book 460, Page 673, along the way, South 82 degrees 03 minutes 23 seconds, a distance of 602.76 feet to a point;

Thence, going through the land of said Johnson, South 07 degrees 00 minutes 29 seconds, a distance of 651.70 feet to the point of beginning, containing 392,547.71 square feet or 9.01 acres more or less.

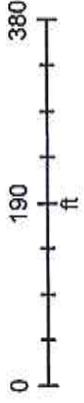
Johnson



**SUMNER COUNTY, TENNESSEE**

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: December 10, 2014



**ORDINANCE 14-32**

**AN ORDINANCE TO DE-ANNEX CERTAIN TERRITORIES WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF WHITE HOUSE, TENNESSEE.**

**WHEREAS**, a public hearing before this body will be held the 15<sup>th</sup> day of January 2015, and notice thereof published in the Browser Connection on December 30, 2014; and

**WHEREAS**, application from the property owner to de-annex the below mentioned property from the City limits, and

**WHEREAS**, a Plan of Services for such territory will be duly adopted by the White House Board of Mayor and Aldermen, and

**WHEREAS**, the de-annexation of such territories is deemed necessary for the welfare of the property owner thereof and of the City as a whole;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen of the City of White House, Tennessee that the territories described below be de-annexed and removed from the corporate boundaries of the City of White House:

**Sumner County Tax Map 75, Parcel 24**

This description contains the property located on Parcel 24, Sumner County Tax Map 75; the property contains 87.7 acres, more or less. The property is referenced on Sumner County Tax Assessors Web-Site per December 10, 2014. (Legal description attached-Tract #2-5)

**BE IT FURTHER ORDAINED** that the attached map is made exhibit to this ordinance.

This ordinance shall become effective upon publication of final reading and thirty (30) days upon final reading, the public welfare requiring it.

First Reading: December 18, 2014

Second Reading: January 15, 2015

ATTEST:

\_\_\_\_\_  
Mike Arnold, Mayor

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

# Steven E. Artz and Associates, Inc.

913, Page 60, Record Book 558, Page 586 and Record Book 423, Page 833, ROSCT, marked by a witness pin (old), on the northerly side of said creek; thence, N 04°02'32" E, 1018.26 feet to an iron fence post (old), a common corner of said tract of land which belongs to Jerry T. Coble, and a tract of land which belongs to David Wilkinson, having a deed reference in Deed Book 480, Page 74, ROSCT; thence, N 61°43'55" E, 308.14 feet to a 24 inch maple tree, a common corner of said tract of land which belongs to David Wilkinson, and said tract of land which belongs to Lanny R. Wilkinson; thence with the boundary of said tract of land which belongs to Lanny R. Wilkinson, as follows:  
S 73°13'34" E, 340.04 feet to a 12 inch maple tree;  
thence, N 05°14'07" E, 545.72 feet, to the point of beginning, containing **15.21 acres**, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a, Steven E. Artz and Associates, Inc., 4779 Highway 41 North, Springfield, Tennessee, 37172, dated January 29, 2014.

The above described tract of land is subject to a drainage easement of record in Plat Book 25, Page 229, RORCT, and as shown on the plat, this survey.

The above described tract of land is served by a common turn around easement, which is described following the description of Tract 3, this survey.

## Tract 2 .

**Beginning** at an iron pin (new), said iron pin being located from an iron rod (old), a common corner of a tract of land which belongs to Lanny R. Wilkinson, having a deed reference in Deed Book 441, Page 611, ROSCT, and a tract of land which belongs to Thomas L. Aldstadt, having a deed reference in Record Book 370, Page 796, ROSCT, and Lot 38, Briarwood, Phase 1, Section 2, being a plat of record in Plat Book 25, Page 229, ROSCT,  
S 83°54'59" E, 284.94 feet;  
thence, S 02°00'14" W, 22.67 feet;  
thence, S 26°05'41" W, 20.41 feet;  
thence, S 16°09'10" W, 55.97 feet, **to the point of beginning**, the northwest corner of this tract, and continuing with a new line, as follows:  
with a curve to the left, having a radius of 50.00 feet, an arc distance of 65.54 feet, and a chord bearing and distance of S 55°25'45" E, 60.95 feet to an iron pin (new);  
S 02°58'48" E, 335.16 feet to an iron pin (new);  
thence, S 05°51'03" W, 1496.09 feet to an iron pin (new), in the northerly boundary of a tract of land which belongs to Deborah Nugent, having a deed reference in Record Book 3234, Page 131, ROSCT;  
thence, N 85°46'07" W, 721.14 feet to a point in the center of Honeyrun Creek, a corner of said tract of land which belongs to Deborah Nugent, marked by a witness pin (old), on the easterly side of said creek;  
thence with the center of Honeyrun Creek, as follows:

**Land Surveyors-Tennessee and Kentucky**

**Phone: (615) 382-0481  
4779 Highway 41 North**

**Fax: (615) 382-0262  
Springfield, Tennessee 37172**

# Steven E. Artz and Associates, Inc.

N 14°57'47" W, 46.77 feet;  
thence, N 27°53'08" W, 59.82 feet to a point at the intersection of the center of Honeyrun Creek and the center of a branch;  
thence leaving said creek and continuing with a new line, and said branch, as follows:  
N 50°05'27" E, 28.55 feet;  
thence, N 31°17'05" E, 56.96 feet;  
thence, N 49°39'18" E, 40.25 feet;  
thence, N 81°56'57" E, 42.91 feet;  
thence, N 25°21'13" E, 29.82 feet;  
thence, N 21°03'45" E, 74.43 feet;  
thence, N 46°45'30" W, 193.12 feet to the mouth of a spring;  
thence leaving said branch and continuing on with a new line, as follows:  
N 10°43'09" E, 808.51 feet to an iron pin (new);  
thence, N 50°49'47" E, 215.29 feet to an iron pin (new);  
thence, N 05°51'03" E, 301.44 feet to an iron pin (new);  
thence, N 52°12'59" E, 242.01 feet, to the point of beginning, containing **18.94 acres**, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a, Steven E. Artz and Associates, Inc., 4779 Highway 41 North, Springfield, Tennessee, 37172, dated January 29, 2014, revised June 26, 2014.

The above described tract of land is served by a common turn around easement, which is described following the description of Tract 3, this survey.

## Tract 3

**Beginning** at an iron pin (new), the southeast corner of Lot 38, Briarwood, Phase 1, Section 2, being a plat of record in Plat Book 25, Page 229, ROSCT, the southwest end of Cassandra Drive, said iron pin being located from an iron rod (old), a common corner of a tract of land which belongs to Lanny R. Wilkinson, having a deed reference in Deed Book 441, Page 611, ROSCT, and a tract of land which belongs to Thomas L. Aldstadt, having a deed reference in Record Book 370, Page 796, ROSCT, and said Lot 38,

S 83°54'59" E, 284.94 feet, **to the point of beginning**, the northwest corner of this tract, and continuing, as follows:

S 83°54'59" E, passing the southeast end of Cassandra Drive, the southwest corner of lot 37, and continuing on passing a common corner of Lots 37 and 35, and continuing on in all, 267.22 feet to an iron pin (new), in the southerly boundary of said Lot 35;

thence, with a new line, as follows:

S 10°59'40" E, 1227.68 feet to an iron pin (new);

thence, S 04°13'53" W, 761.92 feet to an iron pin (new), in the northerly boundary of a tract of land which belongs to Deborah Nugent, having a deed reference in Record Book 3234, Page 131, ROSCT;

thence, N 85°46'07" W, 555.39 feet to an iron pin (new), in the northerly boundary of said tract of land which belongs to Deborah Nugent;

## Land Surveyors-Tennessee and Kentucky

Phone: (615) 382-0481  
4779 Highway 41 North

Fax: (615) 382-0262  
Springfield, Tennessee 37172

# Steven E. Artz and Associates, Inc.

thence with a new line, as follows:

N 05°51'03" E, 1496.09 feet to an iron pin (new);

thence, N 02°58'48" W, 335.16 feet, to an iron pin (new);

thence with a curve to the right, having a radius of 50.00 feet, an arc distance of 124.94 feet, and a chord bearing and distance of N 21°23'50" W, 94.88 feet to an iron pin (new);

thence, with a curve to the left, having a radius of 25.00 feet, an arc distance of 21.02 feet, and a chord bearing and distance of N 26°05'41" E, 20.41 feet to an iron pin (new);

thence, N 02°00'14" E, 22.67 feet, to the point of beginning, containing **19.69 acres**, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a, Steven E. Artz and Associates, Inc., 4779 Highway 41 North, Springfield, Tennessee, 37172, dated January 29, 2014, revised October 21, 2014.

The above described tract of land is subject to and served by a common turn around easement, which is described, as follows:

## Common Turn-Around Easement

*Shown on Renewed  
Plat Sec II*

**Beginning** at an iron pin (new), the southwest end of Cassandra Drive, the southeast corner of Lot 38, Briarwood, being a plat of record in Plat Book 25, Page 229, ROSCT, said iron pin being located from an iron rod (old), a common corner of a tract of land which belongs to Lanny R. Wilkinson, having a deed reference in Deed Book 441, Page 611, ROSCT, and a tract of land which belongs to Thomas L. Aldstadt, having a deed reference in Record Book 370, Page 796, ROSCT, the southwest corner of said Lot 38,

S 83°54'59" E, 284.94 feet, **to the point of beginning**, the most northerly northwest corner of this tract, and continuing, as follows:

S 83°54'59" E, 50.13 feet to an iron pin (new), the southeast end of Cassandra Drive, the southwest corner of Lot 37;

thence with a new line, as follows:

S 02°00'00" W, 19.10 feet to an iron pin (new);

thence with a curve to the left, having a radius of 25.00 feet, an arc distance of 21.03 feet, and a chord bearing and distance of S 22°05'41" E, 20.41 feet to an iron pin (new);

thence with a curve to the right, having a radius of 50.00 feet, an arc distance of 241.18 feet, and a chord bearing and distance of N 88°00'08" W, 66.67 feet to an iron pin (new);

thence with a curve to the left, having a radius of 25.00 feet, an arc distance of 21.02 feet, and a chord bearing and distance of N 26°05'41" E, 20.41 feet to an iron pin (new);

thence, N 02°00'14" E, 22.67 feet, to the point of beginning, containing **0.21 acres**, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a, Steven E. Artz and Associates, Inc., 4779 Highway 41 North, Springfield, Tennessee, 37172, dated January 29, 2014.

## Tract 4

**Beginning** at an iron pin (new), the southwest end of Ashley Drive, the southeast corner of Lot 33, Briarwood, Phase 1, Section 2, being a plat of record in Plat Book 25,

## Land Surveyors-Tennessee and Kentucky

**Phone: (615) 382-0481**  
**4779 Highway 41 North**

**Fax: (615) 382-0262**  
**Springfield, Tennessee 37172**

# Steven E. Artz and Associates, Inc.

Page 229, ROSCT, the northeast corner of this tract, and continuing with a new line, as follows:

S 06°35'49" W, 50.00 feet to an iron pin (new);

thence, S 41°12'15" E, 786.26 feet to an iron pin (new);

thence, S 00°11'38" E, 1339.81 feet to an iron pin (new), in the northerly boundary of a tract of land which belongs to Deborah Nugent, having a deed reference in Record Book 3234, Page 131, ROSCT;

thence, N 85°46'07" W, 617.47 feet to an iron pin (new), in the northerly boundary of said tract of land which belongs to Deborah Nugent;

thence with a new line, as follows:

N 04°13'53" E, 761.92 feet to an iron pin (new);

thence, N 10°59'40" W, 1227.68 feet to an iron pin (new), in the southerly boundary of Lot 35;

thence, S 83°54'59" E, passing a common corner of Lots 35 and 34, and continuing on passing a common corner of Lots 34 and 33, and continuing on in all, 278.53 feet, to the point of beginning, containing **24.61 acres**, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a, Steven E. Artz and Associates, Inc., 4779 Highway 41 North, Springfield, Tennessee, 37172, dated January 29, 2014, revised October 21, 2014.

The above described tract of land is served by a 50' Ingress, Egress and utility easement, which is described, as follows:

## 50' Ingress, Egress and Utility Easement

**Beginning** at an iron pin (old), the southwest end of Ashley Drive, the southeast corner of Lot 33, Briarwood, Phase 1, Section 2, being a plat of record in Plat Book 25, Page 229, ROSCT, the northwest corner of this tract, and continuing, as follows:

S 83°54'59" E, 50.00 feet to an iron pin (new), at the southwest end of Ashley Drive, the southwest corner of Lot 32;

thence with a new line, as follows:

S 06°35'49" W, 95.79 feet to an iron pin (new);

thence, N 41°12'15" W, 67.49 feet to an iron pin (new);

thence, N 06°35'49" E, 50.00 feet, to the point of beginning, containing **0.08 acres**, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a, Steven E. Artz and Associates, Inc., 4779 Highway 41 North, Springfield, Tennessee, 37172, dated October 20, 2014.

## Tract #5

**Beginning** at an iron pin (old), the southwest end of Ashley Drive, the southeast corner of Lot 33, Briarwood, Phase 1, Section 2, being a plat of record in Plat Book 25, Page 229, ROSCT, the northwest corner of this tract, and continuing, as follows:

S 83°54'59" E, the southeast end of Ashley Drive, the southwest corner of Lot 32, and continuing on passing a common corner of Lots 32 and 31, and continuing on in all, 390.85 feet to an iron pin (old), a common corner of Lot 31, and a tract of land which

## Land Surveyors-Tennessee and Kentucky

**Phone: (615) 382-0481**  
**4779 Highway 41 North**

**Fax: (615) 382-0262**  
**Springfield, Tennessee 37172**

# Steven E. Artz and Associates, Inc.

belongs to Maxie L. Lamberth, having a deed reference in Deed Book 347, Page 123, ROSCT;  
thence, S 83°10'47" E, 648.15 feet to an iron pin (old), a common corner of said tract of land which belongs to Maxie L. Lamberth, and a tract of land which belongs to Richard H. Hall, having a deed reference in Deed Book 470, Page 554, ROSCT;  
thence, S 03°21'22" W, 167.81 feet to an iron pin (old), a common corner of said tract of land which belongs to Richard H. Hall, and a second tract of land which belongs to Richard H. Hall, having a deed reference in Record Book 20, Page 197, ROSCT;  
thence, S 03°22'21" W, 167.84 feet to a pipe (old), a common corner of said second mentioned tract of land which belongs to Richard H. Hall, and a tract of land which belongs to Michael T. Stephens, having a deed reference in Record Book 243, Page 16, ROSCT;  
thence with the boundary of said tract of land which belongs to Michael T. Stephens, as follows:  
S 03°50'33" W, 360.04 feet to an iron pin (old);  
thence, S 05°28'08" W, 507.43 feet to an iron pin (old);  
thence, S 07°10'10" W, 693.55 feet to an iron pin (old), in the westerly boundary of said tract of land which belongs to Michael T. Stephens, a corner of a tract of land which belongs to Deborah Nugent, having a deed reference in Record Book 3234, Page 131, ROSCT;  
thence, N 85°46'07" W, 337.65 feet to an iron pin (new), in the northerly boundary of said tract of land which belongs to Deborah Nugent;  
thence with a new line, as follows:  
N 00°11'38" W, 1339.81 feet to an iron pin (new);  
thence, N 41°12'15" W, 786.26 feet to an iron pin (new);  
thence, N 06°35'49" E, 50.00 feet, to the point of beginning, containing **23.25 acres**, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a, Steven E. Artz and Associates, Inc., 4779 Highway 41 North, Springfield, Tennessee, 37172, dated January 29, 2014.

The above described tract of land is subject to a 50' Ingress, Egress and Utility easement, which is described following the description of Lot 4, this survey.

The above described tracts of land and easement may be found on Tax Map 75, Parcel 24, in the Tax Assessor's Office for Sumner County, Tennessee

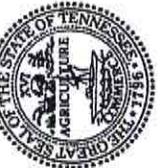
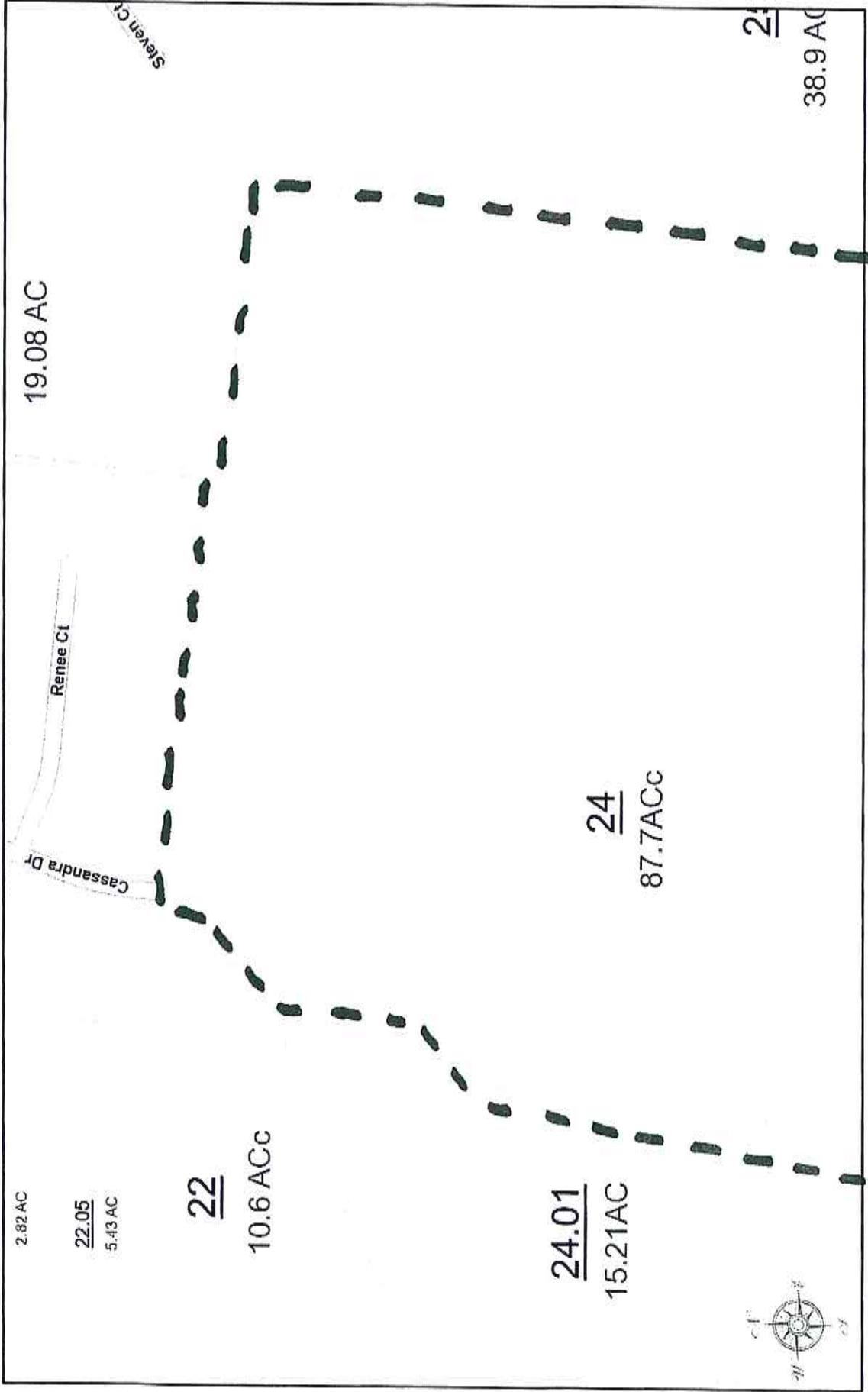
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**Land Surveyors-Tennessee and Kentucky**

**Phone: (615) 382-0481  
4779 Highway 41 North**

**Fax: (615) 382-0262  
Springfield, Tennessee 37172**

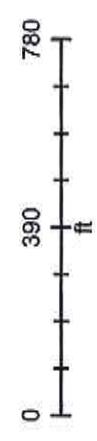
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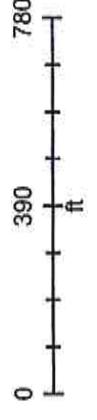
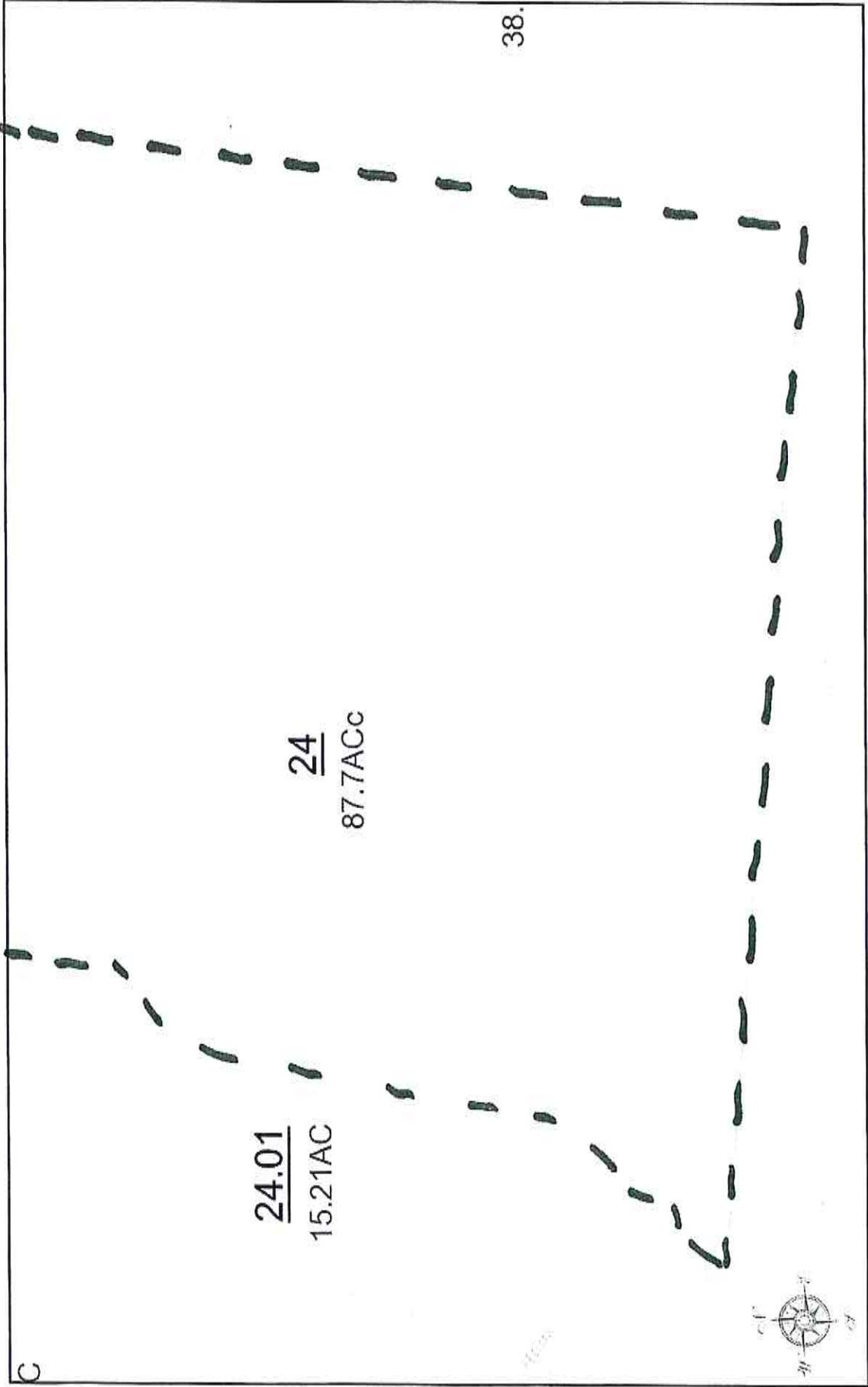
**SUMNER COUNTY, TENNESSEE**

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: December 10, 2014



Lord 2



### SUMNER COUNTY, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: December 10, 2014



PURCHASING....

December 9, 2014

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Gerald Herman, City Administrator  
**Re:** Change Order #7 for Library Construction

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I am requesting that the Board of Mayor and Aldermen approve Change Order #7 for electrical work on the library construction. The supporting documents from PBG Builders, Inc. are attached for your review and consideration.

This change order request is to replace included electrical sheets showing the revised site panels and cables that are to be removed and relocated per cash allowance that was originally issued as ASI #005. This task should not affect the project completion date.

I am recommending that the Board of Mayor and Aldermen approve Change Order #7 for PBG Builders, Inc. in the amount of \$32,818.71.

We projected \$3.6 million for the library construction project. The table below breaks down our expenses for this project as of December 8, 2014.

<b>Vendor Expenses</b>	<b>Sum of amount (\$)</b>
City Of White House	\$ (178.00)
Csr Engineering, Inc	\$ 2,940.00
Hfr Design, Inc	\$ 176,608.70
Pbg Builders, Inc.	\$ 819,578.30
Rogers Group, Inc	\$ 294,015.87
White House Printing,Llc	\$ 40.30
<b>Grand Total</b>	<b>\$ 1,293,005.17</b>

<b>Project Breakdown</b>	<b>Sum of amount (\$)</b>
Building	\$ 996,413.94
Parking Lot (blank)	\$ 296,591.23
<b>Grand Total</b>	<b>\$ 1,293,005.17</b>

\*Includes initial survey for both parking lot and building (\$3,000)

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



HFR DESIGN

HFRPM: HFR PROJECT MANAGEMENT SYSTEM  
Construction Administration

# REVISION REQUEST 10

**PROJECT:** New Public Library  
White House, TN  
Corner of College Street and TN 76W/US 31W  
White House, TN 37188

**DATE:** December 4, 2014  
**HFR PROJECT NO:** 2012120.00  
**OWNER PROJECT NO:** NA

**OWNER:** The City of White House, TN  
105 College Street  
White House, TN 37188

**FROM:** HFR DESIGN, INC.  
214 Executive Center Dr  
PO Box 1974  
Brentwood, TN 37024-1974

**TO:** Chris Clayton  
PBG Builders  
1000 Northchase Drive Suite 307  
Goodlettsville, TN 37072

**OTHER:** 0  
0  
0  
0

**Description:** (Architect: Write a description of the work. Use separate sheets, as necessary.)  
Replace included Electrical Sheets showing the revised site panels and cables that are to be removed and relocated per Cash Allowance that was original issued as ASI #005.

**Attachments:** (Architect: List attached documents that support description)  
E0.02 Electrical Site Plan *REVISION 8 DATED 10-8-14*  
E4.00 One-Line Diagram and Circuit Schedule *REVISION 8 DATED 10-8-14*  
E5.00 Electrical Detail *REVISION 8 DATED 10-8-14*

**CONTRACTOR RESPONSE:** (Architect: Check Paragraph A if appropriate.) (Contractor: If Paragraph A is checked, then skip Paragraphs B and C)

**A.** Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. **THIS IS NEITHER A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.**

(Note that when box A is checked this form is also commonly referred to as "Work Changes Proposal Request" or "Change Order Request (Proposal)".)

**B.** The Contractor has determined that this Revision Request *will not change* Contract Sum and/or Time. The Contractor shall proceed with the revisions as described above. *Proceeding with the Work according to these revisions indicates the Contractor's acknowledgment that there will be no change in the Contract Sum or Contract Time.* The contents of this Revision Request are incorporated hereby into the Contract Documents.

(Note that when box B is checked this form is also commonly referred to as "Architect's Supplemental Instructions," "ASIs," "Instructions," "Notes," or "Field Order.")

**C.** The Contractor has determined that this Revision Request *will change* Contract Sum and/or Time. Please submit an itemized quotation for changes in Contract Sum and/or Time incidental to proposed modifications to Contract Documents. If this proposal is found acceptable, then this Revision Request will be incorporated into a Change Order. **Do not proceed with the work described herein until change order has been executed.**

(Note that when box C is checked this form is also commonly referred to as "Work Changes Proposal Request" or "Change Order Request (Proposal)".)

(Contractor: Sign and date only if as described above)  
**ACCEPTED BY: CONTRACTOR**  
Chris Clayton  
Date: \_\_\_\_\_

(Contractor: Sign and date only if as described above)  
**ACCEPTED BY: CONTRACTOR**  
Chris Clayton  
Date: *12/5/14*

**ISSUED BY: Architect**  
HFR DESIGN, INC.  
*[Signature]*  
Date: *12-4-2014*

**ACCEPTED**       Change Order  
 Contingency     Allowance  
 **REJECTED**



December 5, 2014

Ms. Brenda Dean  
214 Centerview Drive, Suite 300  
Brentwood, TN 37027

**RE: White House Public Library  
RR#10 – Site Electrical Revisions**

Dear Brenda,

Enclosed you will find our proposal and cost itemization form for the changes remove the existing Site Electrical Panels and rework as indicated in the revised electrical drawings dated October 8, 2014 per Revision Request #10 Dated December 4, 2014.

The estimated direct cost for the additional work outlined above is **Thirty Two Thousand Eight Hundred Nineteen Dollars and no/100 (\$32,819.00)**.

The duration for this work activity is Twenty (20) working days. This duration does not affect the critical path or the project completion date at this time. Therefore PBG Builders is not requesting any time extension related to this work.

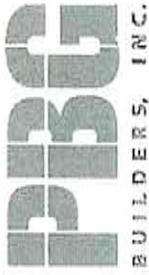
Authorization to proceed is requested by December 31, 2014 in order to assure compliance with the project schedule.

Respectfully,



Chris Clayton  
Project Manager

cc: Steve Griffin  
Kevin Rhoten  
F: 2014.25 / PCO #10 – Site Electrical Revisions



The cost of this change order does not include impacts and/or disruptions to as planned activities and their effect on field and/or home office overhead. PBG reserves the right to file claim if required for these unknown costs at a later date.

PBG Builders, Inc.  
1000 Northchase Dr, Suite 307  
Goodlettsville, TN 37072

**GENERAL CONTRACTOR ESTIMATE FOR CHANGE ORDER**

Form GC-1

Project Code: 2014.25  
Project: White House Public Library  
HFR Request #: 10  
RFI # N/A  
PCO#: 10

General Contractor: PBG Builders, Inc.  
Change Description: Site Electrical Revisions

GENERAL CONTRACTOR DIRECT COSTS											
Item#	Description	Quantity	Qty Units	Direct Labor			Direct Material			Direct Equipment	
				Direct Labor Hours	Total Direct Labor Hours	Hourly Wage Rate, Excl Taxes & Ins	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F=CxE	G	H=FxG	I	J=CxI	K	L=CxK
1.01	Review Scope with Subs	1	hrs	4	4	\$ 42.00	\$ 168.00				\$ -
1.02	Evaluate Sub Pricing	1	hrs	2	2	\$ 42.00	\$ 84.00				\$ -
1.03	Prepare Change Order Proposal	1	hrs	2	2	\$ 42.00	\$ 84.00				\$ -
1.04	Prepare & Issue Sub/Process Chg	1	hrs	2	2	\$ 42.00	\$ 84.00				\$ -
1.05	Copying/Printing	1	lsun		0	\$ -	\$ -				\$ -
1.06					0	\$ -	\$ -				\$ -
1.07					0	\$ -	\$ -				\$ -
1.08						\$ -	\$ -				\$ -
1.09	Subtotal from Estimate Continuation Sheets						\$ -				\$ -
1.97	Subtotal (S/T) Direct Costs:					Subtotal Labor	\$ 420.00	Subtotal Mat'l	\$ -	Subtotal Equip	\$ -
1.98	Taxes/Insurance:					FICA, FUI, SUI, and Workmens' Comp, Insurance, Other	\$ 168.00	9.75% Sales Tax	\$ -	4.5% Sales Tax	\$ -
1.99	Total Direct Costs					Total Labor	\$ 588.00	Total Mat'l	\$ -	Total Equip	\$ -

Submitted By: Chris Clayton  
Name: Chris Clayton  
Title: Project Manager  
Date: 12/5/2014

SUMMARY			
Item#	Description	Total Cost	
3.01	Total Direct Labor Cost (Item 1.96H)	\$ 588.00	
3.02	Total Direct Material Cost (Item 1.99J)	\$ -	
3.03	Total Equipment Cost (Item 1.99L)	\$ -	
3.04	Subtotal (3.01+3.02+3.03)	\$ 588.00	
3.05	Overhead and Profit (15% x Item 3.04)	\$ 88.20	
3.06	Subtotal (3.04+3.05)	\$ 676.20	
3.07	Subcontractor Cost (Item 2.99)	\$ 30,150.00	
3.08	GC Markup on Subcontractors (5% x Item 3.07)	\$ 1,507.50	
3.09	Subtotal (3.06+3.07+3.08)	\$ 32,333.70	
3.10	Additional Bond Cost	\$ 485.01	
3.99	Total Change Order Cost (3.09+3.10)	\$ 32,818.71	

SUBCONTRACT COSTS		
Item#	Subcontractor Name (List totals from attached SC-1 forms)	Total Cost
A	B	C
2.01		
2.02	C.O. Christian & Sons	\$ 35,150.00
2.03	Site Electrical Allowance	\$ (5,000.00)
2.04		
2.05		
2.06		
2.07		
2.08		
2.09		
2.99	Total Subcontract Costs	\$ 30,150.00

## *Request For Pricing*

#4 Dated 10/31/14



PBG Builders  
1000 Northchase Dr. Ste. #300  
Goodlettsville, TN 37072

Re: White House Library

Attn: Chis Clayton

We are responding to your request for a change order price to make the site electrical changes per the delta 8 revised drawings dated 10/8/14 labeled Revision Request #5.

**Total Price for RFP #3: \$35,150.00**

This proposal is submitted for acceptance in the form of a written change order to our contract within ten (10) days and is void thereafter

We reserve the right to assess the impact of this change on our overall job progress at a later date.

All material, equipment, and related activities are held in abeyance until receipt of written approval.

If you have any questions or I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Reese A. Miller  
Project Manager

Page 1 of 1

Final Pricing	Value (\$)	Pct (%)
Database Material (Extension)	8,092.07	
Quoted Material	418.00	
Material Tax	787.18	
<b>Material Total</b>	<b>9,297.25</b>	
Direct Labor	15,385.86	
Indirect Labor	1,440.00	
<b>Labor Total</b>	<b>16,825.86</b>	
General Expenses	4,309.72	
<b>Total Cost</b>	<b>30,432.83</b>	
Adjustment Overhead	3,043.28	10.000
<b>Total Overhead</b>	<b>3,043.28</b>	
Adjustment Markup	1,673.81	5.000
<b>Total Markup</b>	<b>1,673.81</b>	
<b>Selling Price</b>	<b>35,149.92</b>	
<b>Final Price</b>	<b>35,149.92</b>	

Labor Type	Hours	Rate \$	Total
1 Electrician	366.33	42.00	15,385.86
<b>Totals</b>	<b>366.33</b>	<b>42.00</b>	<b>15,385.86</b>

Indirect Labor	Hours	Rate \$	Total
1 Project Manager		75.00	1,200.00
2 Estimating		60.00	240.00
<b>Totals</b>	<b>20.00</b>	<b>72.00</b>	<b>1,440.00</b>

General Expenses	Quantity	Duration	Cost/Unit	Total Cost	Total
1 Small Tools	15,385.86		0.02	307.72	307.72
2 Temporary Permit	1.00		27.00	27.00	27.00
3 Trencher	1.00		1,900.00	1,900.00	1,900.00
4 Mini Excavator	1.00		2,075.00	2,075.00	2,075.00
<b>Totals</b>				<b>4,309.72</b>	<b>4,309.72</b>

Quoted Materials	Cost	Vendor	Notes
1 Panel LN1 Section 3 w/ Breakers	418.00	CED	
<b>Totals</b>	<b>418.00</b>		

Sort Code 5		Material(\$)	Labor Hrs
1	1000    Conduit & Fittings	828.99	118.28
2	2000    Wire & Cable	4,482.37	129.88
3	4000    Wire & Cable Accessories	3.27	0.90
4	5000    Boxes & Cabinets	907.96	15.76
5	8000    Fasteners & Hangers	8.11	1.85
6	9000    Controls	352.00	12.50
7	10000    Distribution	0.00	21.25
8	11000    Motor & Equipment Terminations	9.38	1.75
9	15000    Poles & Trenching	0.00	40.20
10	19000    Temporary Power	1,500.00	16.00
11	20000    Demolition	0.00	8.00
Total		8,092.08	366.37

1000 || Conduit & Fittings

	Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1	1/2" EMT CONDUIT	20.00	23.00	C	4.60	4.38	C	0.88
2	1 1/2" EMT CONDUIT	30.00	176.00	C	52.80	8.75	C	2.63
3	1/2" EMT STL SS CONN	2.00	20.00	C	0.40	2.50	C	0.05
4	1 1/2" EMT STL SS CONN	4.00	172.00	C	6.88	5.75	C	0.23
5	1/2" EMT STL SS CPLG	2.00	20.00	C	0.40	1.25	C	0.03
6	1 1/2" EMT STL SS CPLG	9.00	182.00	C	16.38	2.75	C	0.25
7	1 1/2" EMT 90 DEG ELBOW	6.00	429.00	C	25.74	50.00	C	3.00
8	1/2" CONDUIT SUPPORT	2.50	68.75	C	1.72	6.13	C	0.15
9	1 1/2" CONDUIT SUPPORT	3.75	100.00	C	3.75	9.75	C	0.37
10	1" GRC (GALV)	10.00	269.00	C	26.90	12.50	C	1.25
11	1 1/2" GRC (GALV)	10.00	432.00	C	43.20	17.50	C	1.75
12	1" GRC COUPLING	2.00	150.00	C	3.00	7.50	C	0.15
13	1 1/2" GRC COUPLING	2.00	234.00	C	4.68	11.25	C	0.23
14	1" GRC 90 DEG ELBOW	2.00	532.00	C	10.64	37.50	C	0.75
15	1 1/2" GRC 90 DEG ELBOW	2.00	905.00	C	18.10	60.00	C	1.20
16	3/4" STEEL LOCKNUT	1.00	14.00	C	0.14	5.00	C	0.05
17	1" STEEL LOCKNUT	2.00	24.00	C	0.48	6.25	C	0.13
18	1 1/2" STEEL LOCKNUT	7.00	50.00	C	3.50	6.25	C	0.44
19	2" STEEL LOCKNUT	2.00	68.00	C	1.36	7.50	C	0.15
20	1" STL GRD BUSHING	2.00	904.00	C	18.08	12.50	C	0.25
21	1 1/2" STL GRD BUSHING	2.00	1,409.00	C	28.18	18.75	C	0.38
22	1/2" PLASTIC BUSHING	2.00	6.00	C	0.12	2.50	C	0.05
23	1 1/2" PLASTIC BUSHING	4.00	22.00	C	0.88	4.30	C	0.17
24	3/4" PVC	25.00	26.00	C	6.50	5.00	C	1.25
25	1" PVC	175.00	43.00	C	75.25	5.63	C	9.85
26	1 1/2" PVC	570.00	72.00	C	410.40	7.50	C	42.75
27	2" PVC	50.00	81.00	C	40.50	8.75	C	4.38
28	3/4" PVC TERM ADAPTER	1.00	23.00	C	0.23	6.25	C	0.06
29	1" PVC TERM ADAPTER	2.00	29.00	C	0.58	7.50	C	0.16
30	1 1/2" PVC TERM ADAPTER	7.00	44.00	C	3.08	10.00	C	0.70
31	2" PVC TERM ADAPTER	2.00	64.00	C	1.28	11.25	C	0.23
32	1" PVC FEM ADAPTER	2.00	33.00	C	0.66	7.50	C	0.15
33	1 1/2" PVC FEM ADAPTER	2.00	47.00	C	0.94	10.00	C	0.20
34	3/4" PVC COUPLING	1.00	12.00	C	0.12	9.75	C	0.10
35	1 1/2" PVC COUPLING	5.00	34.00	C	1.70	7.50	C	0.38
36	2" PVC COUPLING	4.00	44.00	C	1.76	8.75	C	0.35
37	3/4" PVC 90 DEG ELBOW	1.00	46.00	C	0.46	11.25	C	0.11
38	1 1/2" PVC 90 DEG ELBOW	4.00	135.00	C	5.40	30.00	C	1.20
39	2" PVC 90 DEG ELBOW	2.00	185.00	C	3.70	37.50	C	0.75
40	1/2" SLEEVE & SEAL	1.00	4.50	E	4.50	0.13	E	0.13
41	INTERCEPT EXISTING CONDUIT	5.00	0.00	E	0.00	5.00	E	25.00

Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
42 CIRCUIT TRACING/TROUBLESHOOT	1.00	0.00	E	0.00	16.00	E	16.00
<b>Totals</b>	<b>989</b>			<b>826.99</b>			<b>118.24</b>

2000 || Wire & Cable

Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1 #10 THHN BLACK	3,745.00	236.00	M	883.82	8.75	M	32.77
2 #8 THHN BLACK	6,760.00	412.00	M	2,785.12	12.50	M	84.50
3 #3 THHN BLACK	585.00	1,226.00	M	717.21	20.00	M	11.70
4 #2 THHN BLACK	5.00	1,227.20	M	6.14	22.50	M	0.11
5 #250MCM THHN BLACK	20.00	4,504.00	M	90.08	40.00	M	0.80
<b>Totals</b>	<b>11,115</b>			<b>4,482.37</b>			<b>129.88</b>

4000 || Wire & Cable Accessories

Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1 POLYTWINE	240.00	13.63	M	3.27	3.75	M	0.90
<b>Totals</b>	<b>240</b>			<b>3.27</b>			<b>0.90</b>

5000 || Boxes & Cabinets

Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1 1-G 2"D DC ALUM BOX W/ LUGS & 3 - 1/2"	1.00	6.46	E	6.46	0.38	E	0.38
2 1-G ALUM BLANK WP BOX MNT COVER	1.00	2.89	E	2.89	0.09	E	0.09
3 12x12x 4" SCREW CVR BOX NEMA 1	1.00	26.55	E	26.55	1.25	E	1.25
4 #12 GROUND SCREW	1.00	105.76	C	1.06	3.75	C	0.04
5 24X24 QUAZITE GROUND BOX/COVER	1.00	696.00	E	696.00	12.00	E	12.00
6 57 GRAVEL	1.00	175.00	E	175.00	2.00	E	2.00
<b>Totals</b>	<b>6</b>			<b>907.96</b>			<b>15.76</b>

8000 || Fasteners & Hangers

Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1 4" SQ/OCT BOX SUPPORT	1.00	0.61	E	0.61	10.00	C	0.10
2 SCREW COVER BOX SUPPORT	1.00	1.25	E	1.25	0.25	E	0.25
3 BRANCH PANEL SUPPORT	1.00	6.25	E	6.25	1.50	E	1.50
<b>Totals</b>	<b>3</b>			<b>8.11</b>			<b>1.85</b>

9000 || Controls

Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1 12POLE LTNG CONTACTOR 30A/120V N	1.00	324.00	E	324.00	10.00	E	10.00
2 120VOLT PHOTOCELL	1.00	28.00	E	28.00	2.50	E	2.50
<b>Totals</b>	<b>2</b>			<b>352.00</b>			<b>12.50</b>

10000 || Distribution

Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1 225AMP PANEL LABOR	1.00	0.00	E	0.00	16.00	E	16.00
2 40AMP 2POLE BRKR IN LN1	1.00	0.00	E	0.00	1.25	E	1.25
3 30AMP 3POLE BRKR IN LN1	2.00	0.00	E	0.00	1.50	E	3.00
4 20AMP 1POLE BRKR IN LN1	1.00	0.00	E	0.00	1.00	E	1.00
<b>Totals</b>	<b>5</b>			<b>0.00</b>			<b>21.25</b>

11000 || Motor & Equipment Terminations

Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1 3/4" CONNECTION	1.00	9.38	E	9.38	1.75	E	1.75
<b>Totals</b>	<b>1</b>			<b>9.38</b>			<b>1.75</b>

15000 || Poles & Trenching

Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1 SMALL/HAND TRENCHING	220.00	0.00	E	0.00	5.00	C	11.00
2 MEDIUM TRENCHING	365.00	0.00	E	0.00	8.00	C	29.20
<b>Totals</b>	<b>585</b>			<b>0.00</b>			<b>40.20</b>

19000 || Temporary Power

White House Library Changes || Summary- RFP #4 (Site Changes Per Della 8)

	Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1	TEMPORARY POLE/SERVICE FOR LIGHT	1.00	1,500.00	E	1,500.00	16.00	E	16.00
	Totals	1			1,500.00			16.00

20000 || Demolition

	Description	Quantity	Net Cost	Unit	Total Material	Labor	Unit	Total Hours
1	DEMO EXISTING SITE SERVICE	1.00	0.00	E	0.00	8.00	E	8.00
	Totals	1			0.00			8.00

# Memo

**To:** Board of Mayor and Aldermen  
**From:** Chief Palmer  
**CC:** Gerald Herman, City Administrator  
**Date:** 12/9/2014  
**Re:** Surplus Vehicle Rescue 2

---

I am recommending that the following vehicle be declared surplus and be sold on the Gov.Deals web site. The truck is in good operating condition and has been used as a reserve apparatus to carry additional fire equipment. With the purchase of the new Aerial Truck we will no longer have a need for the vehicle that would justify maintaining it within the fire department fleet.

Vehicle description: 1998-Ford Model-F-Series Commercial Chassis, E-One Midi-Pumper  
VIN#-1FDYF80E3WVA38809, 25,692 miles, 250 GPM Pump, 500 gallon tank,  
Purchase Amount \$85,247.00 Purchase Date 10/16/1998.

Sincerely,



Joe Palmer  
Fire Chief

# City of White House Public Services

**To:** Board of Mayor and Alderman  
**From:** W. Joe Moss, DPS  
**Date:** November 25, 2014  
**Re:** Request to Surplus Public Service Equipment

---

On this date, November 25, 2014, I am requesting that the Mayor and Board of Alderman approve a request to surplus the following Public Service equipment:

1. **Air Compressor - Shop:**
  - a. Year 2011
  - b. Atlas Copco Airpower Unit
  - c. Model GX5
  - d. Serial # CA1482159

This particular unit was a "constant use", oil injected rotary-screw type of compressor. The actual need was for a "low volume" unit, or a piston-type compressor. Therefore, as the unit sat idle the moisture built up and penetrated the motor rendering it inoperable.

2. **Salt Spreader:**
  - a. Year 2011
  - b. Flink Manufacturing
  - c. Model VCT12DD
  - d. Hydraulic controlled

This unit is still operable. We installed a new dump body on the truck and went to a plastic molded unit that fits into the back of a pickup truck for a more efficient and effective unit.

3. **Skid Steer:**
  - a. Year 1999
  - b. John Deere
  - c. Model 851
  - d. 20,964 Hours
  - e. Serial #KV0260B261506

This skid steer needs approximately \$5,000.00 worth of hydraulic and electrical repairs. The annual maintenance cost is extremely high on this unit and is not worth investing any more money into at this point.

4. **Canon Copier:**
  - a. Year 2007
  - b. Model Image Runner C31704
  - c. Serial Number JER14525

The copier is inoperable and the repair part is no longer available. At this point the unit is only good for parts.

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

**W. Joe Moss**  
**Director of Public Services**

# White House Police Department

## John W. Decker Police Facility

303 North Palmers Chapel Rd.  
White House, Tennessee 37188  
615-672-4903  
Fax 615-672-4915

Michael Arnold  
Mayor

Patrick M. Brady  
Chief of Police

Gerald O. Herman  
City Administrator

## MEMORANDUM

To: Board of Mayor and Alderman  
From: Chief Patrick Brady  
Cc: Gerald O. Herman, Jason Barnes  
Date: December 9, 2014  
Re: Surplus Items

---

The White house Police Department is requesting that the following item be sold as surplus property and removed from the asset inventory.

The 2004 Infiniti G35 was a seizure and due to state forfeiture laws it must be sold after five years of ownership.

### VEHICLES

2004 Infiniti G35

### VIN

JNKCV51F14M719561

### MILEAGE

134,171

December 10, 2014

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Gerald Herman, City Administrator  
**Re:** Windstream Telephone System

---

As you all know a new telephone system was proposed as a capital item for FY15. Due to other funding priorities the telephone system was knocked off of the capital spending list. We had hoped that our current telephone system, with ISTT, would survive until July 2015, in hopes that a new telephone system would be approved in the FY16 budget planning. However, over the last few months the telephone system that services City Hall, Library, and Public Works has been experiencing technical difficulties. The technical issues have even caused the telephones to be down for multiple hours at a time. In addition, when parts for the system are needed we have to pay an addition fee for the part and travel time for installation.

In October, I was approached by Randy Lawyer with Windstream about the possibility of the City of White House changing telephone system providers. Windstream would be able to offer a federally contracted 60-month lease option therefore negating the need for a capital purchase. The lease option is a nice option for us since telephone system software is constantly evolving. A committee was formed that included a representative from each building:

- Library – Elizabeth Kozlowski
- Public Works – Shelia White
- Police – Elaine Agee
- Fire – Jeremy Sisk
- City Hall – Gerald Herman, Derek Watson, Kerry Harville, and Amanda Brewton
- Chamber of Commerce – Mandy Christenson

On November 5<sup>th</sup> the committee met with representatives from Windstream to review all of the specifications the City needs in a telephone system. The Windstream representatives compiled all of our information and presented the committee with a quote for a new telephone system on December 2<sup>nd</sup>. On Wednesday, December 3<sup>rd</sup> the committee gathered to discuss pros and cons of the Windstream system, known as AllWorx. The committee came to the consensus that changing our telephone service from AT&T/ISTT to Windstream is in the best interest of the City.

Currently we pay ISTT annually for limited maintenance on our current system. In addition to the maintenance agreement we pay AT&T monthly for telephone and fax lines. Derek put together a table that lists what we currently pay monthly for AT&T and ISTT, and the proposed monthly expenses for Windstream. Windstream's detailed quote is attached for your review and consideration. This system includes free installation, 24 hour maintenance support, and lease of all equipment.

The committee recommends that the Board of Mayor and Aldermen approve terminating the agreement with ISTT, and the City Administrator entering into contract with Windstream.

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

City of White House  
 ISTT and ATT Bills  
 Together by Department

Department	# of Phones	ISTT*	ATT	Monthly Total	Yearly Total	Windstream \$2481.81/month \$29.91/phone		Estimated ATT Fax Lines kept	
						Monthly	Yearly	Monthly	Yearly
Admin	4	\$17.94	\$0.00	\$17.94	\$215.23	\$119.61	\$1,435.26	\$0.00	\$0.00
Codes	4	\$17.94	\$0.00	\$17.94	\$215.22	\$119.61	\$1,435.26	\$28.84	\$346.08
Court	1	\$5.98	\$0.00	\$5.98	\$71.74	\$29.90	\$358.82	\$0.00	\$0.00
Engineering	1	\$5.98	\$0.00	\$5.98	\$71.74	\$29.90	\$358.82	\$0.00	\$0.00
Finance	7	\$35.87	~\$618.20	\$654.07	\$7,848.84	\$209.31	\$2,511.71	\$28.84	\$346.08
Fire	22	\$107.61	\$196.44	\$304.05	\$3,648.60	\$657.83	\$7,893.94	\$0.00	\$0.00
HR	2	\$11.96	\$0.00	\$11.96	\$143.48	> \$69.80	\$837.52	\$0.00	\$0.00
Library	5	\$29.89	\$39.57	\$69.46	\$833.54	< \$175.07	\$2,100.78	\$30.00	\$360.00
Parks	4	\$17.94	\$39.28	\$57.22	\$686.58	\$119.61	\$1,435.26	\$57.68	\$692.16
Senior Center	1	\$5.98	\$0.00	\$5.98	\$71.74	\$29.90	\$358.82	\$28.84	\$346.08
Police	20	\$137.50	\$581.16	\$718.66	\$8,623.95	< \$613.03	\$7,356.33	\$28.84	\$346.08
Public Works	3	\$17.94	\$39.57	\$57.51	\$690.06	\$89.70	\$1,076.45	\$0.00	\$0.00
Waste Water	9	\$47.83	\$79.52	\$127.35	\$1,528.16	\$269.11	\$3,229.34	\$0.00	\$0.00
<b>TOTAL</b>	<b>83</b>	<b>\$460.33</b>	<b>\$1,593.74</b>	<b>\$2,054.07</b>	<b>\$24,648.88</b>	<b>\$2,532.37</b>	<b>\$30,388.30</b>	<b>\$203.04</b>	<b>\$2,436.48</b>

\*Price is just for the Service Agreement with ISTT and not including extra fees (travel, service calls, etc.) In 2013, the City paid a total of \$6,199.15 for the year which would average \$516.60 a month.

\*\* Windstream has a 24/7 service program that offers phone support, online portals, and will give multiple contacts in case the City needs service after hours.

~ Finance Department has been paying for all of City Hall phone lines. If the City goes with Windstream, each department will be responsible for paying their phone lines.

> Price includes a \$9.99 per month Fax-to-Email option that allows faxes up to 6 users.

< Price includes Cordless phones that are able to transfer calls. Each phone is \$15 per month. Not included in Warranty. If broken, the phone is \$900 to replace.

Name	Phone Models			Options		
	Executive 9204	Executive 9212	Attendant 9224 (plus 3 expanders)	Interact	REACH	Cordless
Finance	0	6	1	5	1	0
Court	0	1	0	1	0	0
City Hall Security	0	0	0	0	0	0
Fire	14	7	1	3	2	0
Police	3	5	12	0	5	1
Public Works	3	0	0	0	0	0
Wastewater	0	9	0	7	7	0
Library	0	5	0	2	0	2
HR	0	2	0	0	0	0
Admin	0	1	2	2	0	0
Engineer	0	1	0	0	0	0
Chamber	0	1	0	0	0	0
Parks	1	0	3	3	2	0
Senior Center	0	0	1	1	0	0
Codes	0	5	0	0	0	0
<b>Totals</b>	<b>21</b>	<b>43</b>	<b>20</b>	<b>24</b>	<b>17</b>	<b>3</b>



## PROPOSAL SUMMARY

### Service Location Listing - Monthly Recurring Charges

Primary Billing Account City of White House, #5788218  
Quote # 3103498  
Company Representative LaSpada, Stephanie M Rep ID 501455  
Effective Date 12/09/2014  
MME \$2,481.81

Location Name & Service Address	Access	Voice	Integrated Voice & Data	Data	Equipment	Total
City of White House 105 College St, WHITE HOUSE, TN 37188-9086	\$50.00	\$40.00	\$83.60	\$2,099.61	\$25.00	<b>\$2,298.21</b>
City of White House - Fire Hall 2 120 Business Park Dr, WHITE HOUSE, TN 37188-5257	\$50.00		\$83.60	\$25.00	\$25.00	<b>\$183.60</b>
<b>Total</b>	<b>\$100.00</b>	<b>\$40.00</b>	<b>\$167.20</b>	<b>\$2,124.61</b>	<b>\$50.00</b>	<b>\$2,481.81</b>



**PROPOSAL**

**Customer Name**

Customer Name	City of White House	EAN (Account Number)	5788218
Install Street Address	105 College St	City, State, Zip	WHITE HOUSE, TN, 37188-9086
Opportunity ID	886367	Proposal / Quote ID	3103498
Contract Term	60	Service Order Type	New
Effective Date	12/09/2014		

	Included	Total Qty	Price/Unit	Total Price
<b>Access Loop</b>				
Dynamic IP T1	--	1	\$50.00	\$50.00
<b>Common Voice Features</b>				
LD Block of 1000	--	1	\$15.00	\$15.00
Verified Account/Auth Code Charge *	--	1	\$25.00	\$25.00
<b>Dynamic IP Services</b>				
20 DID Station Numbers *	--	1	\$6.00	\$6.00
Advanced Managed Router Charge	--	1	\$25.00	\$25.00
Cisco 1921-1T1 Charge	--	1	\$25.00	\$25.00
1.5 Mb Dynamic IP PortT1 SIP Features 0	--	1	\$50.00	\$50.00
FSLC Charge	--	3	\$9.20	\$27.60
IP Simple Rental without Router Charge	--	1	\$2,064.62	\$2,064.62
<b>Fax to Email</b>				
Fax-to-Email 300 Package Charge	--	1	\$9.99	\$9.99
<b>Total Features</b>				<b>\$2,298.21</b>

Usage Rates	Dedicated Rate	Switched Rate	Initial Increment	Additional Increment	Call Rounding
Usage Type					
Regional Long Distance Charges (D)	0.0200 <sup>1</sup>		6 sec	6 sec	2 digit †
In State Long Distance Charges (D)	0.0200 <sup>1</sup>		6 sec	6 sec	2 digit †
Out of State Long Distance Charges (D)	0.0200 <sup>1</sup>		6 sec	6 sec	2 digit †
International Long Distance Charges (D)	Standard International <sup>1</sup>		30 sec	6 sec	2 digit †
Caribbean Long Distance Charges	Standard International <sup>1</sup>		30 sec	6 sec	2 digit †
Canadian Long Distance Charge (D)	Standard International <sup>1</sup>		30 sec	6 sec	2 digit †
Long Distance Directory Assistance Charges (D)	1.9900 <sup>2</sup>				

Usage Bundles	Minute Quantity	In State	Toll Regional	Out of State	In State	Inbound 8xx Regional	Out of State
Usage Type							
Flat Rate LMS *****	10,000						

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
<b>Access Loop</b>				
Dynamic IP T1	--	1	\$0.00	\$0.00
<b>Common Voice Features</b>				
LNP	--	1	\$0.00	\$0.00
Verified Account/Auth Code Setup Charge	--	1	\$0.00	\$0.00
<b>Dynamic IP Services</b>				
Dynamic IP Port Install	--	1	\$0.00	\$0.00
Advanced Managed Router Install Charge	--	1	\$0.00	\$0.00
Data Accessories kit 1 Charge	--	1	\$0.00	\$0.00
<b>Total Other Charges (Non-Recurring)</b>				<b>\$0.00</b>

Total Location Solution	Total Price
<b>Total Location Monthly Recurring Charges</b>	<b>\$2,298.21</b>
<b>Total Location Non-Recurring Charges</b>	<b>\$0.00</b>

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section.

Notes: 1 - Per Minute 2 - Per Call 3 - Per Minute per Participant

\* Rates are subject to change on 30 days notice via bill message on customer's invoice.

\*\* Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <http://www.paetec.com/about-us/notice>.

\*\*\* Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Customer Name			
Customer Name	City of White House - Fire Hall 2	EAN (Account Number)	5789353
Install Street Address	120 Business Park Dr	City, State, Zip	WHITE HOUSE, TN, 37188-5257
Opportunity ID	886367	Proposal / Quote ID	3103498
Contract Term	60	Service Order Type	New
Effective Date	12/09/2014		

	Included	Total Qty	Price/Unit	Total Price
<b>Access Loop</b>				
Dynamic IP T1	--	1	\$50.00	\$50.00
<b>Dynamic IP Services</b>				
20 DID Station Numbers *	--	1	\$6.00	\$6.00
Advanced Managed Router Charge	--	1	\$25.00	\$25.00
Cisco 1921-1T1 Charge	--	1	\$25.00	\$25.00
1.5 Mb Dynamic IP PortT1 SIP Features 0	--	1	\$50.00	\$50.00
FSLC Charge	--	3	\$9.20	\$27.60
<b>Total Features</b>				<b>\$183.60</b>

Usage Rates	Dedicated Rate	Switched Rate	Initial Increment	Additional Increment	Call Rounding
Usage Type					
Regional Long Distance Charges (D)	0.0300 <sup>†</sup>		6 sec	6 sec	2 digit †
In State Long Distance Charges (D)	0.0300 <sup>†</sup>		6 sec	6 sec	2 digit †
Out of State Long Distance Charges (D)	0.0300 <sup>†</sup>		6 sec	6 sec	2 digit †

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
<b>Access Loop</b>				
Dynamic IP T1	--	1	\$0.00	\$0.00
<b>Common Voice Features</b>				
LNP	--	1	\$0.00	\$0.00
<b>Dynamic IP Services</b>				
Dynamic IP Port Install	--	1	\$0.00	\$0.00
Advanced Managed Router Install Charge	--	1	\$0.00	\$0.00
Data Accessories kit 1 Charge	--	1	\$0.00	\$0.00
<b>Total Other Charges (Non-Recurring)</b>				<b>\$0.00</b>

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$183.60
Total Location Non-Recurring Charges	\$0.00

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Total Solution	Total Price
Total Monthly Recurring Charges	\$2,481.81
Total Non-Recurring Charges	\$0.00
Minimum Monthly Fee	\$2,481.81

**Service Information**

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

**CUSTOMER**

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Signature: \_\_\_\_\_

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

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

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

**WINDSTREAM**

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Signature: \_\_\_\_\_

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

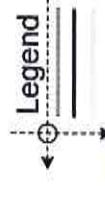
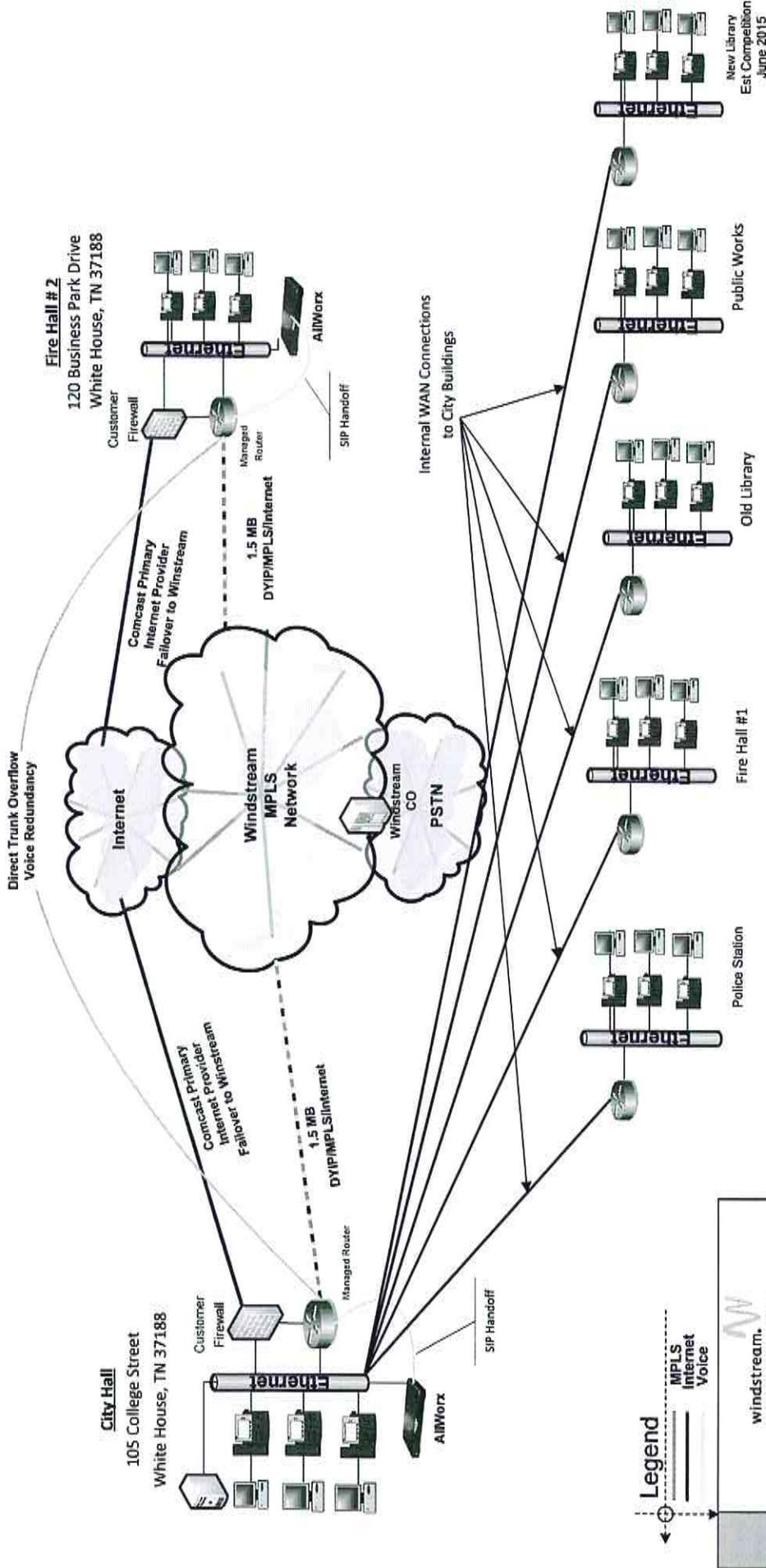
Title: \_\_\_\_\_

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

# CITY OF WHITE HOUSE

Valuing Our Future While Protecting Our Heritage

## Network Design MPLS / Dynamic IP IP Simple



 <b>windstream.</b> <small>smart solutions. personalized service.</small>	
Greg Glenn Sales Engineer	

*Windstream Confidential. May not be disclosed without written consent.*

## Allworx Summary of Equipment & IP Simple Costs

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Qty	
2	<u>Allworx SIP PBX System – Solid State Communications Server including Automated Attendant and Unified Communications</u> <b>Allworx 6X up to 60 users per site – licensed for 30 initially</b> <b>Allworx 48x up to 250 users per site- licensed for 48 initially (City Hall and Fire Hall#2)</b>
	<u>Allworx User License Expansion Options for 6x Server</u> 31-60 User License
2	<u>Allworx User License Expansion Options for 48x Server</u> 49-100 User License expansion 101-150 User License expansion 151-200 User License expansion
2	<u>Allworx 6x and 48x Optional Software Licenses</u> Activate 1st T-1 PRI on 48x (SIP Connectivity is at no charge) Activate 2nd T-1 PRI on 48x (SIP Connectivity is at no charge) <u>Automatic Call Distribution (ACD)</u> <u>View CDR</u> – provides real-time and historical call data usage reporting <u>View ACD</u> – provides historical call usage data reporting plus real-time monitoring of ACD agents and Queue data. (requires View CDR and ACD software) <u>Advanced Multi-Site Primary</u> – up to 99 sites <u>Call Assistant</u> – PC Directory, Presence, TAPI, Call Recording, and Monitoring <u>Conference Center</u> – up to 8 parties on the 6x, and 60 parties on the 48x <u>Mobile Link</u> –iPhone and Droid app for managing your Presence, Voicemail, and conference Center <u>Interact Professional User License</u> – (Basic Interact is system-wide at no charge) <u>Reach! User License</u> – Apple and Droid application that puts the power of an Allworx SIP 9202 phone on your mobile device
As needed/No charge	
As needed/No Charge	
25	
20	
21	<u>Allworx IP Phones – with full duplex speakerphone and large display</u> <b>9204 SIP telephone</b> <b>9204 SIP Gigabit telephone</b>
43	<b>9212 SIP telephone</b>
20	<b>9224 SIP telephone</b>
11	<b>Tx 92/24 sidecar – 24 key expansion module for 9224 set</b>
	<b>Gigabit Adapter for use with 9204, 9212, and 9224 sets</b>
5	<b>Phone Power Supply – 6 Pack</b>
84	<b>Cable Kits &amp; reusing customer's existing Cat5e station cable terminated on patch panels</b>

1
1

Allworx Server & Telephones:

Extended Warranty & Software Maintenance Options

*Optional Extended 4 year Hardware and Software Warranty with Annual Software upgrades – Standard with the IP Simple Plan*

*Standard One Year Factory Hardware and Software Warranty*

1
4
2
14

PoE switches & Analog Gateways

*8 Port 10/100 PoE switch - HP 2530 series*

*24 Port 10/100 PoE switch - HP 2620 series*

*48 Port 10/100 PoE switch – HP 2620 series*

*HP x121 1Gig SFP LC LX Transceiver for fiber connectivity*

1
5
5
2
2

Miscellaneous Equipment

*Design, Installation, Project Management, User and Admin Training, Single Phase Installation*

*KonfTel 300IP Conference Room set with SD Card recording*

*UPS APC 750va*

*8-AC, 15amp - 4tel, 1 T1, 1 LAN, Surge*

*UPS APC 1000va Rack Mounted*

*19" Rack Mount 12 Outlet Surge Protector*

## WINDSTREAM's IP Simple Plan

No Cash Out of Pocket.... No Finance Charges.... and No Third Party Leasing Fees.

Includes Allworx Phone Equipment, Installation, Set Up and Training!

Coverage for all repair costs including labor, and software upgrades for the term of the agreement!

Windstream's IP Simple product is designed to allow an organization the ease of dealing with one company for their total voice and data network plus new IP PBX equipment. This concept started in 2009 with input from our customers during annual Customer Advisory Board meetings held in over 65 cities around the country. Customers requested a single point of contact for design, sales, and service plus simplified invoicing for their IP communications needs.

IP Simple offers our customers an award winning and affordable solution providing Windstream's Dynamic SIP voice & data network services plus an Allworx SIP PBX system on a single monthly invoice. The IP Simple bundle also includes maintenance and software upgrades for the term of the agreement. Total protection!

With IP Simple you eliminate the need to call multiple vendors and hope the various technologies work well together.

In addition to providing you advanced communications technology and diagnostics all the way to the desktop telephone, we also provide financial peace of mind. IP Simple is interest free!! We take the costs associated with your new Allworx system, installation, and maintenance then divide that cost by the number of months you agree to. Later system additions work the same way.

Windstream has a vested financial interest to see you receive the level of communication service you have contracted for. The people who manufacture your PBX and provide your voice and data network service are also who you pay.

End of term options are similar to a traditional Fair Market Value lease which offers you an end of term buyout typically estimated at 10% of the original installed value, renew the agreement at a negotiated rate, or return the equipment and upgrade to a newer solution. The choice is yours....

***\$ 2064.62 for a 60 Month Term – A Turnkey Allworx Solution inclusive of 5 years of warranty, onsite labor and Allworx software upgrades. This charge is shown as “IP Simple without router” when looking at the overall Windstream rate schedule and inclusive in your overall bundled cost.***

Our configuration includes Design, Installation, User Training, System Administration Familiarization and a 5 year warranty including Allworx system software upgrades.

Onsite labor is inclusive with IP Simple for any system repair. It is an additional T&M cost when system is purchased or bought through third party leasing.

Unless otherwise noted, our proposal is based on re-use of your existing Category 5e, or higher rated, station/computer cabling terminated on patch panels.

A site survey will be done prior to installation to insure the proper requirements are met for optimal operation. These findings will be shared and need to be completed by the customer prior to installation.



**Windstream Communications, Inc.**

105 Westwood Place  
Brentwood, TN 37027

dennis.williams@windstream.com

**IP Simple  
Equipment Quote**

**\*\*Pricing Valid for 30 Days\*\***

<b>Bill To:</b>	<b>Ship To:</b>	<b>Quote #</b>	ISGQ93403
City of White House	City of White House	<b>Date</b>	12.09.12
105 College Street White House, TN 37188 USA	105 College Street White House, TN 37188 USA	<b>ISG Rep</b>	Dennis.Williams
		<b>Dept.</b>	
		<b>F.O.B</b>	
		<b>Term</b>	IP Simple 60 Months
		<b>MRC (\$)</b>	2064.62

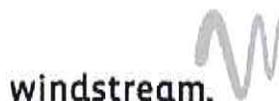
The following Schedule A of products and services comprises a dual Allworx 48x SIP PBX system with each licensed for 100 users and expandable to 250 users. Our design includes UPS, Power Surge Protection, and the appropriately sized Power Over Ethernet (POE) switching necessary to power the SIP telephones.

The system is equipped with 84 SIP display speakerphone sets. It includes all standard system features including Presence Management, Unified Messaging, and My Allworx Manager which allows users a "one number" routing capability.

The Windstream IP Simple Plan includes all hardware and software maintenance plus software upgrades for the term of the agreement.

Line	Qty	Description
1		<b>City Hall 105 College Street - White House, TN - MRC \$1116.12</b>
2	1	48x Phone System and Network Server with T1/PRI Key for up to 48 users. Note: System is expandable up to 250 users. Includes license for the first integrated T1/PRI interface, a solid state drive, 3 FXO ports and 5 FXS ports.
3	1	4-year Extended Hardware Warranty (First 90 days purchase)
4	1	Site Survey Charges for Allworx Implementation
5	1	48x Expand the Allworx 48x and 24x systems from 49 to 100 users
6	1	48xMulti-Site Primary - Extend system features across multiple sites from the primary site to branch sites.
7	2	48x Reach Mobility- Connects ten (10) Reach devices to 48x/24x Servers
8	1	Interact Professional (5) Registers up to 5 installed Interact Professional applications to 48x/24x 3,4
9	2	Interact Professional (10) Registers up to 10 installed Interact Professional applications to 48x/24x 3,4
10	1	View CDR — Application for the 48x/24x provides real-time and historical call usage data reporting
11	1	9204 SIP Phone - 4 programmable buttons, no power supply
12	1	4-year Extended Hardware Warranty - 9204
13	16	9212 SIP phone with 12 programmable buttons, no power supply
14	16	4-year Extended Hardware Warranty - 9212
15	7	9224 SIP phone — 24 programmable buttons w/o power supply
16	7	4-year Extended Warranty - 9224
17	24	Cable kits including 5', 7', 15' CAT5E patch cords for IP phone
18	11	Expansion unit for the PAETEC 9224 phone adding 24 PFKs (Programmable Function Keys) per Tx unit. Up to three Tx units may be attached to each PAETEC 9224 phone (1 unit/box)
19	11	4-year Extended Warranty - 24/pfk
20	5	Phone Power Supply (6 pack)
21	14	HP ProCurve x121 Gigabit-LX-LC Mini-GBIC

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Line	Qty	Description
22	1	HP 2620 Series Layer 3 48 port 10/100 PoE Switch
23	1	APC BACK UPS ES 10 OUTLET 750VA 120V MASTER CONTROL
24	1	APC Smart-UPS 1000VA LCD 120V REPLACED SUA1000
25	1	ISOBAR 12 12OUT \$25K ULTRA - Rack Mount Surge Protection
26	1	towerMAX 8 COM/DATA Surge Protection
27	1	ISG Project Management
28	1	ISG - VoIP assesment
29	1	IP Simple Onsite Maintenance for Term
30	1	Design, Installation, and User Training
31		<b>Fire Hall - 120 Business Park Drive - White House, TN - MRC \$458.89</b>
32	1	48x Phone System and Network Server with T1/PRI Key for up to 48 users. Note: System is expandable up to 250 users. Includes license for the first integrated T1/PRI interface, a solid state drive, 3 FXO ports and 5 FXS ports.
33	1	4-year Extended Hardware Warranty (First 90 days purchase)
34	1	Site Survey Charges for Allworx Implementation
35	1	48x Expand the Allworx 48x and 24x systems from 49 to 100 users
36	1	48xMulti-Site Primary - Extend system features across multiple sites from the primary site to branch sites.
37	1	View CDR — Application for the 48x/24x provides real-time and historical call usage data reporting
38	14	9204 SIP Phone - 4 progammable buttons, no power supply
39	14	4-year Extended Hardware Warranty - 9204
40	7	9212 SIP phone with 12 programmable buttons, no power supply
41	7	4-year Extended Hardware Warranty - 9212
42	1	9224 SIP phone — 24 programmable buttons w/o power supply
43	1	4-year Extended Warranty - 9224
44	22	Cable kits including 5', 7', 15' CAT5E patch cords for IP phone
45	1	HP 2620 Series Layer 3 48 port 10/100 PoE Switch
46	1	APC Smart-UPS 1000VA LCD 120V REPLACED SUA1000
47	1	ISOBAR 12 12OUT \$25K ULTRA - Rack Mount Surge Protection
48	1	ISG Project Management
49	1	IP Simple Onsite Maintenance for Term
50		<b>Police Dept. - 303 North Palmers Chapel Road - White House, TN MRC \$211.98</b>
51	3	9204 SIP Phone - 4 programmable buttons, no power supply
52	3	4-year Extended Hardware Warranty - 9204
53	5	9212 SIP phone with 12 programmable buttons, no power supply
54	5	4-year Extended Hardware Warranty - 9212
55	12	9224 SIP phone — 24 programmable buttons w/o power supply
56	12	4-year Extended Warranty - 9224
57	12	Cable kits including 5', 7', 15' CAT5E patch cords for IP phone
58	1	2620-24-POE+ SWITCH 24PORT MANAGED 10/100 ENET
59	1	APC BACK UPS ES 10 OUTLET 750VA 120V MASTER CONTROL
60	1	towerMAX 8 COM/DATA SOQ6
61	1	ISG Project Management
62	1	IP Simple Onsite Maintenance for Term
63		<b>Waste Water - 725 Industrial Drive - White House, TN - MRC \$122.46</b>
64	9	9212 SIP phone with 12 programmable buttons, no power supply

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Line	Qty	Description
65	9	4-year Extended Hardware Warranty - 9212
66	9	Cable kits including 5', 7', 15' CAT5E patch cords for IP phone
67	1	2620-24-POE+ SWITCH 24PORT MANAGED 10/100 ENET
68	1	APC BACK UPS ES 10 OUTLET 750VA 120V MASTER CONTROL
69	1	towerMAX 8 COM/DATA SOQ6
70	1	ISG Project Management
71	1	IP Simple Onsite Maintenance for Term
72		<b>Public Service - 105 College Street - White House, TN - MRC \$56.12</b>
73	3	9204 SIP Phone - 4 programmable buttons, no power supply
74	3	4-year Extended Hardware Warranty - 9204
75	3	Cable kits including 5', 7', 15' CAT5E patch cords for IP phone
76	1	HP 2530-8 port -POE+ SWITCH
77	1	APC BACK UPS ES 10 OUTLET 750VA 120V MASTER CONTROL
78	1	towerMAX 8 COM/DATA SOQ6
79	1	ISG Project Management
80	1	IP Simple Onsite Maintenance for Term
81		<b>Existing Library - 412 Highway 76 - White House, TN - MRC \$99.05</b>
82	6	9212 SIP phone with 12 programmable buttons, no power supply
83	6	4-year Extended Hardware Warranty - 9212
84	6	Cable kits including 5', 7', 15' CAT5E patch cords for IP phone
85	1	2620-24-POE+ SWITCH 24PORT MANAGED 10/100 ENET
86	1	APC BACK UPS ES 10 OUTLET 750VA 120V MASTER CONTROL
87	1	towerMAX 8 COM/DATA SOQ6
88	1	ISG Project Management
89	1	IP Simple Onsite Maintenance for Term

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Line	Qty	Description
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Your end of term system options are as follows:

1. Renew the system term for a reduced monthly cost
2. Purchase the system for "fair market value" cost estimated to be approximately 10% of the original installed price
3. Upgrade to a new system and return existing system to Windstream
4. Return the system to Windstream

Unless noted above, the installation costs are based on a single phase installation and re-using the customer's existing home run Cat 5E or higher rated station cabling in good working condition.

Windstream does not provide LAN data professional services for applications outside the scope of work of this Allworx SIP telephone system implementation unless noted specifically as a line item above. Please consult your IT resource(s) for support on issues or migrations of LAN data applications happening in conjunction with this installation or subsequent migrations.

**Customer Provided - View CDR/ACDR PC Requirements:**

Server class Windows Server with 2 or 4 core CPU  
 Microsoft Windows Server 2008 R2, Server 2012 R2 operating system with graphical user interface.  
 IIS role installed  
 Microsoft .NET Framework version 4.5 for operating systems Windows 7.0 and earlier. The Server 2008 R2 does not include the Microsoft .NET Framework version 4.5. Users must download from [www.microsoft.com](http://www.microsoft.com)  
 Microsoft .ASP.NET 4.5 extensions  
 RAM: 8 GB RAM - 500GB of available hard-disk space (minimum) - Network Bandwidth Speed: 100mb (minimum)  
 Dedicated server: recommended  
 User with Administrator permissions  
 IIS Certificate for HTTPS (self-signed is acceptable)

<b>Sales Tax</b>	TBD
<b>Shipping</b>	TBD
<b>Non-Recurring Charges (\$)</b>	
<b>Monthly Recurring Charges (\$)</b>	2064.62

Accepted by Customer	
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

Accepted by Windstream	
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

This IP Simple Rental Quote forms a part of the Service Agreement between the Customer identified above and Windstream Communications, Inc. The Monthly Recurring Charges listed above are inclusive of the Minimum Monthly Fee of the Service Agreement for the initial term. Customer acknowledges that the equipment ordered pursuant to this Quote and the circuit ordered pursuant to the network proposal may not be available for installation at the same time. The term of the Agreement will not begin until the equipment and circuit have been fully installed. If the circuit installation is delayed, and such delay is not due to Customer or its agent, Customer may request that Windstream install the equipment on an existing circuit ahead of installation of the network component. Customer must execute a Change Order evidencing this early installation of equipment, and Windstream reserves the right to bill Customer monthly for the equipment rental at the rates noted above, payable on receipt of the bill notice.

## IP Simple Equipment Rental Terms and Conditions Schedule

In addition to the general terms and conditions contained in the service agreement (the "Agreement") between the Windstream entity specified on Customer's bill ("Company") and Customer, of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the IP Simple Rental Equipment ("Equipment") provided to Customer by Company. Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement.

1. Title. Company retains rights, title and interest in and to the Equipment Customer has rented from Company. Customer is strictly prohibited from encumbering in any way or granting any interest in the Company Equipment to any third party.

2. Delivery. Customer agrees, at its sole expense, to provide the proper environment and the electrical and telecommunications connections for the Equipment rented from Company. Customer is solely responsible for correcting any hazardous conditions that may adversely affect Company personnel or the Equipment. Company shall use commercially reasonable efforts to begin Equipment delivery prior to the scheduled installation date. If Company is unable to complete delivery and installation within sixty (60) days of any scheduled installation date, solely for reasons beyond Customer's control or due to force majeure, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO CANCEL THE EQUIPMENT RENTED UNDER THE AGREEMENT WITHOUT INCURRING A "CANCELLATION FEE" OR "RESTOCKING FEE," AND COMPANY SHALL ACCEPT THE RETURN FROM CUSTOMER OF ALL RENTED EQUIPMENT.

3. Installation and Configuration. If applicable, Company will provide installation and configuration services as described in the proposal(s) to the Agreement.

4. WARRANTIES/DISCLAIMER. NO WARRANTY. EXCEPT TO THE EXTENT CUSTOMER HAS PURCHASED AN EXTENDED WARRANTY HEREUNDER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, OR ANY EQUIPMENT (MANUFACTURED BY EITHER ALLWORX OR ANY NON-ALLWORX COMPANY) RENTED FROM COMPANY. COMPANY WARRANTS ONLY THAT ITS SERVICES SHALL BE PERFORMED IN A TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER BY QUALIFIED PERSONNEL. IF SERVICES ARE NOT PERFORMED AS WARRANTED AND CUSTOMER NOTIFIES COMPANY IN WRITING WITHIN THIRTY (30) DAYS, CUSTOMER'S EXCLUSIVE REMEDY IS THAT COMPANY WILL RE-PERFORM THE NON-CONFORMING SERVICES. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE EQUIPMENT RENTED UNDER THE AGREEMENT IS AS SET FORTH IN THE LIMITED WARRANTY, IF ANY, DELIVERED WITH THE EQUIPMENT FROM THE EQUIPMENT MANUFACTURER. THESE WARRANTIES AND LIMITATIONS FROM THE EQUIPMENT MANUFACTURER ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND SOLE REMEDIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTED EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

5. If Customer is unable or unwilling to schedule or accept delivery or installation on the date Company tenders delivery or installation, Company shall have the right to initiate billing for the amounts due hereunder as of the date delivery was tendered. Customer shall be solely responsible for the return of Equipment to Company upon expiration or termination of the Agreement, and such returned Equipment shall be in good repair, condition and working order, ordinary wear and tear excepted, at the location(s) within the continental United States specified by Company.

6. Use of Equipment. Customer agrees that this Schedule and the Agreement shall not grant Customer any property rights in any of the Equipment. Customer shall use the Equipment solely in the conduct of its business, in a manner and for the use contemplated by the manufacturer thereof. Company shall be entitled to inspect the Equipment at reasonable times. Company may require markings to be affixed to the Equipment. Customer shall keep the Equipment free from any markings or labeling which might be interpreted as a claim of ownership thereof by Customer. Without the prior written consent of Company, Customer shall not assign, lend, pledge, transfer, or sublease the Equipment, permit to exist a security interest, lien or encumbrance with respect to any of the Equipment, or cause or permit any of the Equipment to be moved from the location specified in the Agreement and/or proposal(s). Customer shall bear the risk of any loss, theft, damage or destruction to the Equipment during the Term. Customer shall obtain and maintain at its own expense insurance against the loss of, or damage to, the Equipment, including, without limitation, loss by fire or other casualty. A certificate of insurance shall be provided to Company upon request. Customer acknowledges that Company may lease the Equipment from, or pledge any or all of its rights in the Equipment to any entity or other financing source (each a "Lessor") and Customer shall comply with any and all directions from such Lessor regarding the Equipment, including releasing the Equipment to Lessor upon written request. Customer hereby irrevocably authorizes Company and/or Lessor to file and record such Uniform Commercial Code financing statement(s), amendments and continuations and/or other lien recordation documents as may be prudent to confirm and maintain Company's and/or Lessor's interest in the Products.

7. Maintenance Services. Company may provide routine diagnostic and maintenance services (the "Maintenance Services") on the Equipment, as follows:

(a) In the event that Customer is experiencing a problem with the Equipment, Customer shall be required to call Company Customer Service at 1.877.340.2555 and open a trouble ticket. Company shall respond to Routine Trouble reports via telephone or email within forty-eight (48) business hours, Monday through Friday, 8am-8pm local time, excluding holidays and weekends ("Normal Business Hours"). A "Routine Trouble" is defined as any issue not considered an "Emergency Request," as defined in subsection (b) below.

(b) Company shall respond to Emergency Requests via telephone or email 7 x 24 x 365 within four (4) business hours during Normal Business Hours. An "Emergency Request" is defined as fifty percent (50%) or greater of the total quantity of phones connected directly or via MPLS to the Customer's PBX which are not in service, with "not in service" meaning that a phone is not able to make or receive a phone call.

(c) Customer shall be required to provide VPN access at the location where the Equipment is housed to enable Company to provide remote support. If the problem cannot be identified and resolved per the terms of this subsection via remote support, Company will dispatch a technician or Project Engineer to the Customer's location.

(d) Customer will not be responsible for charges associated with Equipment failure and subsequent replacement if the outage is caused by the Equipment or Services.

(e) Customer will be responsible for payment of charges at the time and materials rates in Section 11(c) below if the outage was not caused by Equipment or Services.

(f) Customer will be responsible for payment of charges incurred for any move, add, change or disconnect ("MACD") at the time and materials rates in Section 11 (c) below.

(g) Company shall use all commercially reasonable efforts to identify and correct the problem with the Equipment. Maintenance Service includes upgrading Allworx software versions and fixing or arranging to have Equipment fixed. If the Equipment cannot be fixed and none of the exclusions in subsection (d) below apply, Company shall replace the defective Equipment with either new or reconditioned equipment.

(h) Maintenance Services may be provided by a Company affiliate or subcontractor selected by Company at its sole discretion.

(i) If persons other than those employed or contracted by Company shall repair, modify or perform any Maintenance Services on any Equipment, or if Customer fails to maintain the Equipment in accordance with the manufacturer's requirements, and as a result of either of the foregoing, further Maintenance Services by Company are required to restore the Equipment to good operating condition or the Equipment needs to be replaced, such further Maintenance Services or replacement Equipment charges shall be billed to Customer at Company's time and materials rates in Section 11 (c) below. Customer must notify Company in the event that Customer re-locates the Equipment to any Service location other than the Service location where the Equipment was initially installed. Company has the right to terminate the Agreement for cause if Customer relocates any Equipment to another location or facility that is not a Service location under the Agreement and/or proposal(s), and which is outside of the Company serving area. Notwithstanding the foregoing, at Customer's request, Company will use commercially reasonable efforts to provide services to Customer at such other location or facility.

8. Return Policy. When Customer is required to return any Equipment to Company for warranty service, Customer agrees to obtain Company's concurrence prior to returning any Equipment for repair or replacement and must reference any return material authorization number ("RMA") issued by Company on documentation accompanying such returned Equipment. Customer further agrees to ship such Equipment prepaid and suitably packaged to a location designated by Company. Company will return to the Customer any repaired or replaced Equipment at Company's expense. Company is responsible for loss of or damage to the Equipment while it is a) in Company's possession or b) in transit back to Customer. The replacement Equipment may not be new, but will be in working order and equivalent to the Equipment exchanged as determined in good faith by Company. Customer agrees to ensure that any returned Equipment is free of any legal obligations or restrictions that prevent its exchange and represents that all returned Equipment are genuine and unaltered.

9. Time and Materials. Customer acknowledges that all time and material cost quotes issued by Company are estimates. Company will invoice, and Customer agrees to pay, Company for all actual time and materials incurred to install the Equipment.

10. End of Term Options. At the end of the Term of the Agreement, Customer must either return the Equipment, upgrade the Equipment with the most current technology at current Company rates, renew the Agreement at a renegotiated rate, or purchase the Equipment at its then current fair market value. The fair market value is the price of the Equipment as determined by commercially reasonable means at the end of the Term of the Agreement.

#### 11. Company Services

(a) Company's ability to install the Equipment and/or complete any MACD ordered by Customer depends upon Customer's full and timely cooperation, plus the accuracy and completeness of information provided by Customer.

(b) Upon completion of any MACD performed by Company, Customer has until 5pm Eastern Time on the second (2nd) business day thereafter in order to re-open the same MACD request and not incur additional charges.

(c) Services Rates and Minimum Increments. For any remote or dispatch MACD performed by Company during Normal Business Hours, Customer acknowledges and agrees to pay Company at the following rates and increments:

There is a \$75.00 trip charge for Dispatch.

Type	Hourly Rate	Minimum	Increment
Voice Technician – Remote	\$95.00	15 Minutes	15 Minutes
Voice Technician – Dispatch	\$95.00	30 Minutes	30 Minutes
Data Engineer – Remote	\$125.00	15 Minutes	15 Minutes
Data Engineer – Dispatch	\$125.00	30 Minutes	30 Minutes

For any MACD service performed outside Normal Business Hours, Customer agrees to pay Company one and a half (1.5) times the current Company hourly rate listed above, and at the same applicable minimum service increment. The determination of whether a Technician or an Engineer must complete a MACD is exclusively mandated by the manufacturer of the Equipment ordered by the Customer.

12. Customer acknowledges and agrees that Company shall utilize Customer's existing cables and jacks unless both parties otherwise agree. If Company is required to perform work on Customer's existing cables and jacks in order to accommodate the Equipment ordered by Customer, Customer agrees to pay Company on a commercially reasonable time and material basis based on the rates listed above after notifying Customer and obtaining Customer's permission.

13. Company recommends that Customer obtain a network assessment prior to deploying any VoIP equipment. Customer acknowledges that voice quality can be negatively impacted with improper network infrastructure. Customer agrees that Company is expressly not liable for any voice quality issues if Customer failed to have performed a network assessment from a qualified provider.

14. Customer agrees that Company will support all off net, home or "road warrior" VoIP access to voice customer premises equipment on a time and materials basis based on the rates listed above due to many uncertainties caused by numerous service providers, available bandwidths, existing modems and lack of quality of service available on those circuits. Company simply warrants to use commercially reasonable efforts to accommodate Customer on such circumstances.

15. Customer agrees that it shall not add any equipment or devices to its Company-provided systems, other than the Equipment provided hereunder, without the prior written consent of Company, which consent may be withheld in the reasonable discretion of Company. Company shall have no obligation to support such devices or any system design not installed and implemented by Company. Company reserves the right to determine what, if any, programming access Customer shall be provided to the phone system.

16. Unauthorized Use of Services. Except as provided herein, Customer, and not Company, shall bear the risk of loss arising from any unauthorized or fraudulent usage of the Equipment or any services provided by Company to Customer. Company reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse, or any use thereof, provided, however, that any such action shall be consistent with applicable federal and state laws, rules, and regulations. Notwithstanding the foregoing, Customer shall not be liable for unauthorized or fraudulent usage to the extent that (i) Customer has previously notified Company of the problem in writing; (ii) the problem was within Company's reasonable ability to correct or prevent, and (iii) Company negligently or willfully fails to correct or prevent such unauthorized or fraudulent usage.

17. Allworx Reach™ Application. In the event Customer utilizes the Allworx Reach™ application, the application will only be supported by Company to the extent required to verify the correct application configuration. Company shall not be responsible for troubleshooting voice quality issues on the application or issues involving Apple's iOS or Android's operating systems. Emergency calls to 911 are not supported on the Allworx Reach™ application.

18. Termination. In the event Customer terminates any portion of network services under the Agreement, Customer shall remain obligated to fulfill the remainder of rental payments pursuant to this Schedule, and the Agreement shall survive with respect to the Schedule. With regards to an early termination of this Schedule by Customer, except in the event of termination due to Company's breach, nothing contained herein shall release Customer from its obligation to pay any remaining rental payments for the Schedule's term. In addition, no early termination of this Schedule shall release Customer from its obligation to fulfill the remainder of the Agreement.

# Windstream Statement of Work For Allworx/IP Simple Projects

## Customer:

City of White House

## Project Name and Work Site:

City Hall – 105 College Street – White House, TN  
Fire Hall – 120 Business Park Drive – White House, TN  
Police Department – 303 North Palmers Chapel Road – White House, TN  
Waste Water – 725 Industrial Drive – White House, TN  
Public Service – 105 College Street - White House, TN  
Library – 412 Highway 76 – White House, TN

## 1. Overview

- 1.1. This Statement of Work (SOW) describes the Installation Services to be performed by Windstream and the terms and conditions under which the services will be provided.
- 1.2. This project is the installation of an Allworx system and associated equipment.
- 1.3. Windstream will provide a turnkey installation comprised of design, project management, system installation, user training, and system administration training. The Allworx equipment, optional software and any third party gear or services are listed in the Windstream ISG sales agreement number ISGQ93403 dated 12-9-2014.

In addition to the equipment and services listed on the ISG sales agreement, the following circumstances should be taken into consideration as well during our implementation process:

Cabling: reuse customer's existing Cat5e or higher rated cabling

PoE Location(s): One per location

Design Highlights: Multi-Site installation using a dual Allworx 48x server design. The primary Allworx server will be in the City Hall Building and the secondary server will be in Fire Hall2. The sites will be connected via the city's fiber in place and Windstream will provide the fiber connectors at each PoE site. The standard installation, project management and training package will be done. Training will be onsite for the users prior to cut over and done after installation acceptance for the administration training.

## 2. Statement of Services

- 2.1. This project is priced as a single phase installation for each site with all work being performed on consecutive days. Costs related to delays by the Customer that occur after a mutually agreed upon schedule by all parties are not included in this quote and will be billed at the appropriate rate.
  - a. Overtime related activities assigned to this project are all service affecting tasks that will be performed outside normal business hours (non-holiday).
  - b. All other work, including placing and testing of telephones, will be done during normal business hours (Monday through Friday between the hours of 8:00AM to 5:00PM, excluding holidays).
- 2.2. Windstream will install all hardware purchased by the customer on this proposal unless otherwise excluded elsewhere in this SOW. Any hardware not listed, including servers, will be the responsibility of the customer.
- 2.3. Windstream will install and test all Ethernet routing switches with PoE that Windstream provides.
- 2.4. Windstream will install the equipment in Customer provided rack space. Customer must provide UPS unless it is a part of the Windstream contracted equipment.
- 2.5. Windstream will provide system power-up, connectivity to the network interfaces and run diagnostics.
- 2.6. Windstream will verify circuit connectivity to the appropriate network facilities.
- 2.7. Windstream will work with the end user Customer to design telephone templates for standard button and feature placement on the telephone.
  - a. Windstream will provide programming, placement and testing for all IP telephones purchased. Remote phones for home workers will be set up and tested at Allworx server installation site and verified for operation. Customer can ship to the user. Remote user quality can vary due to going over the public internet.
  - b. Windstream will provide programming, cross connection and testing for dial tone for up to 4 Customer provided analog stations or devices.
- 2.8. Windstream will install and test voicemail messaging with the following services.
  - a. Windstream will provide programming for up to all initial users' mailboxes and up to 9 automated attendants.
- 2.9. Windstream will work with the end user Customer to determine trunk routing for programming.
  - a. Windstream will provide programming for up to n/a T1/PRI's.
  - b. Windstream will provide programming for up to n/a CO trunks.
  - c. Windstream will provide programming for up to 99 SIP trunks.
- 2.10. Music on Hold.
  - a. For the connection of System to the Customer provided music-on-hold Windstream assumes that the Customer's equipment will be configured to match the types of inputs and cable connectors accepted by the proposed system. Labor to resolve connection issues or troubleshoot problems that are outside of the proposed system is not included and additional charges will apply.
- 2.11. Paging
  - a. For the connection of the telephone system to the Customer provided paging Windstream assumes that the Customer's paging equipment is configured to match the types of inputs and cable connectors accepted by the proposed system. Labor to resolve connection issues or troubleshoot problems that are outside of the proposed system is not included and additional charges will apply.
- 2.12. User Client Software

- a. For the installation of user client software and licenses, such as Call Assistant or Reach, Windstream will install with the Customer's designated staff all Clients on Customer provided PCs or Apple iPhone or iPad devices. The Customer's staff will install the remaining clients and licenses after initial installation. The installation will take place at the primary System installation site and not at a remote location. Prior to Windstream commencing the installation of user clients and licenses the Customer's PCs must meet or exceed the published minimum software and hardware requirements for the client software.

#### 2.13. Project Management

- a. Windstream will assign a project manager or coordinator to serve as primary interface to the Customer for the duration of the project. This individual has the responsibility to coordinate and manage all project activities and help ensure the project meets its schedule, financial and quality objectives.
- b. Windstream will work together with the customer contact during the data gathering process.

#### 2.14. Windstream/Business Partner Provided Training

- a. One hour per 8-10 of end user training (telephones with voicemail)
- b. 4 hours of Admin Training per group of up to 3 for basic admin training (user/voicemail admin)
- c. Training may be conducted remotely for small or remote offices.
- d. Windstream's quote assumes all training will be conducted during normal business hours and all training classes are conducted in succession.
- e. The end user customer is responsible for the attendance of its personnel at the time the classes are scheduled. Training participants will be expected to sign-in at the time of training.
- f. Supplemental training outside of the schedule and return trips for additional training are not included and can incur an additional cost.

#### 2.15. Cutover and Post-Cutover Support

- a. Windstream or a certified Partner will provide onsite support during cutover.
- b. Post-cutover (Day 2) Support is provided by Windstream's TAC the day after the cutover.

### 3. Allworx Options and Features

#### 3.1. Allworx Applications

- a. Customer is responsible for appropriate DNS resolution for External and Internal IP addresses.
- b. Performance and voice quality of IP phones connected via the public internet will not be guaranteed by Windstream due to the inability to provide sustainable bandwidth and QOS.

### 4. Customer Prerequisites

- 4.1. Network assessment. (See Section titled **Customer Network Requirements** for additional information.)
- 4.2. Customer will provide equipment rack, backboard, power and grounding in accordance with the manufacturer's specifications prior to the commencement of Windstream's installation.
- 4.3. For the placing and/or testing of telephones and/or other station equipment, the customer will provide Windstream with clear access to the telephone jack and termination point without having

to move furniture or other obstacles. For telephones or devices requiring local power, the AC outlets at the desktop will be immediately available to the technician without the technician having to run extension cords, rearrange other devices or otherwise be delayed by, but not limited to, the location or availability of the AC outlet.

- 4.4. Cables to connect the customer's patch panels to the data switch are included in this quote.
- 4.5. Customer will insure the receipt of all equipment, retain shipping documentation, inventory shipments by box count and report any obvious external damages.

## 5. Customer Cabling

- 5.1. This SOW assumes full re-use of existing cabling. Cabling must be CAT5e or better. Condition of cabling is the responsibility of the customer. New Voice or Data drops are outside of this SOW.
- 5.2. All station and distribution cabling from the Main Distribution Frame (MDF) must be properly labeled.
- 5.3. Windstream assumes that all digital and/or analog station cables are home run from the station to the MDF, all intermediate termination points are already cross connected and there are no bridged stations. For IP endpoints, Windstream assumes that an active data port will be available for all locations requiring an IP phone.
- 5.4. Windstream assumes that existing station cables are terminated at the MDF and at the station in a standard configuration that does not require the technician to re-terminate the cable in order to operate the telephone or device.
- 5.5. For existing analog stations and/or devices Windstream's responsibility is to cross connect and test for dial tone.
- 5.6. No MDF re-work is included in this price. It is assumed that there is space for the telephone system's terminal block field without modification to the existing MDF and that the cross connects from the system's terminal block field to the existing station and trunk terminations are in the range of 5 to 15 feet and do not require special routing of the cross connects.
- 5.7. Tone and tag operations are NOT included in this scope of work.

## 6. Assumptions/Risks/Dependencies

- 6.1. External Union Labor is NOT included in this SOW.
- 6.2. If this system is networked with other systems, it is assumed that there is a requirement for an IP scheme and networking dial plan. Windstream assumes that these items are already designed and this site has been provided with a numbering scheme that requires no additional database discovery or design other than for the local requirements.
- 6.3. Removal of the Customer's existing telephone system and equipment is not included in this SOW. If the existing equipment is requested to be removed, additional charges will apply.

## 7. Customer Network Requirements if Using Customer Provided Switching Equipment

Not applicable if Windstream is providing the PoE switching

- 7.1. Windstream cannot guarantee the voice quality on the Customer's network. A network assessment/evaluation should be performed prior to deployment of VoIP. To assure the best voice quality, the VoIP network should be configured on a separate QoS enabled VLAN. A network assessment documents the existing Customer network and provides a checklist and best practices to follow for issues that need to be changed on the customer network to support VoIP. Changes to the Customer network are not included in the assessment.

- 7.2. Customer must provide a layer 3 switched data network including VLANs isolated for voice devices and applications, DHCP server(s) for allocation of addresses and site specific information, security to prevent unauthorized access to the voice VLANs, and QOS and power requirements to support voice. QOS configurations (tags) are to be provided by the Customer for identifying voice traffic isolated by signaling and media streams. The Customer's network must adhere to strict guidelines to support voice including less than 1% packet loss, less than 100 ms one way delay, less than 20% jitter, and less than 10% broadcast traffic. If multicast is to be used, the switch must support IGMP snooping or CGMP, and the router must support PIM if multicast needs to cross VLANs. The scope of this project assumes the above are met and any work related to issues of the Customer data network are not included in this project.
- 7.3. Any required changes to the configuration or hardware of the Customer's data infrastructure are not included in this design, but can be included on a separate quote at the Customer's request.
- 7.4. When the VoIP Assessment is declined, Windstream is not responsible for any voice quality issues related to items that would be noted by a VoIP assessment. If latency, loss or jitter occurs Windstream will stop all troubleshooting until such time that Customer performs a Network Assessment or reports to Windstream that network problems have been corrected.
- 7.5. **Windstream is not providing a VoIP assessment in this SOW; therefore, the following assessment waiver is included in this SOW:**

The platform you have chosen supports VoIP. If you are configuring your network to carry voice traffic, Windstream recommends that you perform a VoIP readiness test on your data network. The VoIP readiness test looks for common, network problems that are "IP Telephony-killing impairments" and would prevent a successful IP Telephony deployment. The purpose is to identify those problems and recommend actions to resolve the identified impairments. It is a snapshot in time that will help ensure success; however, it is not a guarantee of a successful deployment, nor is it a certificate of fitness.

This service provides the Customer with a cost-effective review of its existing IP network's ability to support VoIP in association with the pending implementation of a converged solution.

The following statements are general requirements for most VoIP deployments:

**a. Network Delay**

- i. One way delay between endpoints should be less than 100ms for business communications quality and less than 80ms for toll quality voice.

**b. Network Jitter**

- i. Variable network delay should average 20ms or less and less than 20% jitter and less than 10% broadcast traffic.

**c. Network Packet Loss**

- i. The maximum loss of packets or frames between endpoints should be less than 1% for excellent voice quality.

**d. QOS**

- i. Quality of service is a requirement of all VoIP implementations. Windstream recommends the use of 802.1p/Q, DSCP or a combination of both.

**e. Switched Network**

- i. A fully switched Ethernet network is required for VoIP deployments.

**f. VLANs**

- i. A separate VLAN is recommended for the portion of the network that will carry voice packets in order to minimize broadcast and data traffic as well as to reduce contention for the same bandwidth as the voice traffic.

- ii. Most manufacturers require a dedicated LAN or VLAN where the VoIP equipment can communicate between devices. This dedicated network must have traffic restrictions in place for protection from broadcast traffic.

These are only a few general recommendations concerning network and VoIP designs. Each implementation is different and Windstream also recommends you consult the IP Telephony Implementation Guidelines of each manufacturer's equipment in order to fully understand the design requirements.

You have several options on who can perform the VoIP readiness test - However, **if an assessment is NOT performed** and you contact Windstream for troubleshooting assistance, we reserve the right to charge for our services if we find problems that would have been solved by a VoIP readiness test or are network related.

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Authorized Representative of Customer

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Title

---

Date

**OTHER BUSINESS...**



**\$250**  
APPLICATION FEE  
NON-REFUNDABLE

**CITY OF WHITE HOUSE**  
APPLICATION FOR PERMIT TO SELL  
ALCOHOLIC BEVERAGES  
RETAIL PACKAGE STORE

**Return to Attention:**  
City Administrator's Office  
105 College Street  
White House, TN 37188  
615-672-4350 ext. 2111

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

Name of Corp./LLC/LP,SP, etc. \_\_\_\_\_

hereby make application for a permit to sell alcoholic beverages at the following location.

Proposed Business Name: \_\_\_\_\_

Proposed Operating Address: \_\_\_\_\_ Zoning Designation:  C-2  
 C-6

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

Mailing Address (if different from Operating Address): \_\_\_\_\_  
Street Address City State Zip

Email Address: \_\_\_\_\_ Business Telephone: (\_\_\_\_) \_\_\_\_\_

**I hereby apply for a permit to open a retail package store to sell alcoholic beverages in the City of White House under the provision of Tennessee Code Annotated Title 57, and submit my application upon the answers to the following questions:**

1. Full name of applicant(s) and title (owner and/or persons, firms, joint-stock companies, syndicates, or associations having *at least 5%* ownership interest in the business):

Applicant #1: \_\_\_\_\_  
Applicant #2: \_\_\_\_\_  
Applicant #3: \_\_\_\_\_

2. Give Current home address, date of birth, and social security number of applicant(s):

Applicant #1: \_\_\_\_\_  
Applicant #2: \_\_\_\_\_  
Applicant #3: \_\_\_\_\_

3. List present employer and 10 year work history for each applicant (business name, position, address, and length):

Applicant #1: \_\_\_\_\_  
Applicant #2: \_\_\_\_\_

Applicant #3: \_\_\_\_\_  
\_\_\_\_\_

4. Number of years applicant(s) have been legal residents of the State of Tennessee?  
Applicant #1: \_\_\_\_\_ Applicant #2: \_\_\_\_\_ Applicant #3: \_\_\_\_\_

5. Name and address of real property owner, if someone other than business owner. Please attach letter from property owner giving consent with written agreement between both parties on terms of lease and sales: \_\_\_\_\_  
\_\_\_\_\_

6. Has any person having at least 5% ownership interest listed in question 1, or any other employee of the business been convicted of any violation of liquor or other alcoholic beverage laws or any crime (other than minor traffic violations)?  Yes  No  
If yes, give details of each charge, court, and date convicted. Provide a copy of citation(s):  
\_\_\_\_\_  
\_\_\_\_\_

7. Identify applicant who will be in charge of day-to-day operations and the certification that the person has not been convicted of a felony involving moral turpitude within the past 10 years. If applicant is a corporation, the identify of officer or employee who will actually be in charge of day-to-day operations.  
\_\_\_\_\_

8. Does applicant(s) own/manage any other business in Tennessee that sells liquor/alcohol?  
 Yes  No  
If yes, please list the business name(s) and address(es): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Has applicant(s) or the owner's organization had a liquor permit revoked, suspended, or denied in the State of Tennessee?  Yes  No  
If yes, please list the business name(s) and address(es): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Has applicant(s) previously owned/managed any establishments in Tennessee which have sold liquor/alcohol?  Yes  No  
If yes, please list the business name(s) and address(es): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. What is the name, address, and distance of the church (or other place of worship), school, and library nearest to the business location? Please provide documentation of compliance with law.  
\_\_\_\_\_



**CITY OF WHITE HOUSE**  
**APPLICATION FOR PERMIT TO SELL**  
**ALCOHOLIC BEVERAGES**  
**RETAIL PACKAGE STORE**

All data, written statements, affidavits, evidence or other documents submitted in support hereof, or upon bearing hereon, shall be deemed to be a part of this application.

By signing below, I acknowledge receipt of Title 8, Chapter 3 Package Liquor Store of the White House Municipal Code and State Laws governing alcoholic beverages in the City of White House.

By signing below, I authorize the City of White House to investigate my background and secure additional information about me in order to verify my moral character. I hereby release from liability the City of White House and its representatives for seeking such information and all other persons, corporations or organizations for providing such information.

\_\_\_\_\_  
**Signature of Applicant/Owner** (or Authorized Corporate Officer)

\_\_\_\_\_  
Date

Sown to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

Commission Expires: \_\_\_\_\_

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\_\_\_\_\_  
**Signature of Applicant #2** *if needed*

\_\_\_\_\_  
Date

Sown to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

Commission Expires: \_\_\_\_\_

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\_\_\_\_\_  
**Signature of Applicant #3** *if needed*

\_\_\_\_\_  
Date

Sown to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

Commission Expires: \_\_\_\_\_



**CITY OF WHITE HOUSE**  
**APPLICATION FOR PERMIT TO SELL**  
**ALCOHOLIC BEVERAGES**  
**RETAIL PACKAGE STORE**

Notice:

- Return application to City Administrator's Office at 105 College Street, White House, TN 37188. Please call 615-672-4350 ext. 2111 if you have any questions.
- A non-refundable \$250.00 application fee in the form of a cashier's check payable to the City of White House must accompany any package liquor store application.
- Please provide all support documents with the application.
  - Written certification by applicant that the premises are in full compliance with distance requirements of the Municipal Code Title 8. Chapter 3 Package Liquor Store and applicant has taken steps to verify compliance.
  - If real property is not owned by the business owner, a written agreement on the terms of lease between business owner and real property owner.
  - If real property is not owned by the business owner, a written agreement on terms of a sale on premises between business owner and real property owner
  - If convicted by State or Federal law other than minor traffic violations, provide copy of the charge.
  - If applicant is a partnership, the partnership agreement and indication of who are general and limited partners are with profit sharing percentage.
  - If applicant is a corporation or limited liability company, the corporate charter or the operating agreement with the list of all shareholders/members and their ownership percentage. As well as a list of officers/managers and a list of names and addresses of directors.
- Attendance of the applicant (or his representative) is required at the Board of Mayor and Aldermen Meeting where this application is considered.
  - Deadline for applications: Thursday, February 12, 2015 at 5:15pm
  - 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 at 7pm.
- A renewal fee of \$250 is imposed on the business selling, distributing, storing, or manufacturing alcohol in the state each January 1<sup>st</sup>.

**DISCUSSION ITEMS...**

December 9, 2014

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Gerald Herman, City Administrator  
**Re:** Splash Pad Project

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There has been much discussion on how best to proceed with the construction of the splash pad for our community. To try and help us come to a resolution I proposed that the Board of Mayor and Aldermen consider one of four options:

**Option #1:**

- To approve or reject Bomar Construction's bid of \$314,000 for the Municipal Recreation Complex Phase I civil site work. Expect a change order for electrical site work.
- Hold off on construction of splash pad until next fiscal budget.

**Option #2:**

- To approve or reject Bomar Construction's bid of \$314,000 for the Municipal Recreation Complex Phase I civil site work. Expect a change order for electrical site work.
- Construct splash pad this fiscal year moving capital funds from other projects to cover costs.

**Option #3:**

- Reject Bomar Construction's bid and rebid site work to include electrical needs in specifications.
- Hold off on construction of splash pad until next fiscal budget.

**Option #4:**

- Reject Bomar Construction's bid and rebid site work to include electrical needs in specifications.
- Construct splash pad this fiscal year moving capital funds from other projects to cover costs.

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

OTHER INFORMATION....

## Budget Calendar for FY 2015-2016 Annual Budget

<u>Milestone</u>	<u>Date</u>	<u>Chk</u>
CIP templates distributed to Dept Heads by City Recorder	Thurs., Jan. 22 <sup>nd</sup>	<input type="checkbox"/>
Department Head Budget Retreat 1.) New position requests 2.) Capital project requests	Thurs., Jan. 29 <sup>th</sup>	<input type="checkbox"/>
6 year Capital Improvements Submissions due	Thurs., Feb. 12 <sup>th</sup>	<input type="checkbox"/>
Departmental Worksheets prepared by Finance and distributed to Directors	Thurs., Feb. 26 <sup>th</sup>	<input type="checkbox"/>
List of projects not in CIP due from Dept Heads at individual meeting with Administrator at time mutually scheduled	Mon.-Tues., Mar. 2 <sup>nd</sup> -3 <sup>rd</sup>	<input type="checkbox"/>
Initial revenue projections due to Administrator from Finance FY14-15 projected expenditures due to Finance from Dept Heads	Mon., Mar. 9 <sup>th</sup>	<input type="checkbox"/>
Board of Mayor and Aldermen Budget Retreat	Wed.-Thurs., Mar. 11 <sup>th</sup> -12 <sup>th</sup>	<input type="checkbox"/>
Finance Director redistributes worksheets to Department Heads	Thurs., Mar. 26 <sup>th</sup>	<input type="checkbox"/>
FY15-16 proposed expenditures due to Finance from Directors Salary projections including, breakdown of city cost for insurance by departments for insurance (Life, LTD, Health, Dental), salary adjustments, Longevity Pay, Authorized Position Schedule, Authorized Position FY Comparison and Benefit Summary Chart due to Finance from HR	Thurs., Apr. 9 <sup>th</sup>	<input type="checkbox"/>
CIP detail sheets due to Purchasing Specialist for Review	Thurs., Apr. 23 <sup>rd</sup>	<input type="checkbox"/>
City Administrator and Finance Director review proposed budget	Mon.-Thurs., Apr. 27 <sup>th</sup> -30 <sup>th</sup>	<input type="checkbox"/>
Board Study Session	Thurs., May 7 <sup>th</sup>	<input type="checkbox"/>
Final CIP detail sheets due to City Recorder from Dept Heads	Tues., May 12 <sup>th</sup>	<input type="checkbox"/>
Budget Ordinance delivered to Board of Mayor and Aldermen	Thurs., May 14 <sup>th</sup>	<input type="checkbox"/>
First Reading of Budget (Regular Board Meeting)	Thurs., May 21 <sup>st</sup>	<input type="checkbox"/>
Budget publication due 10 days before final passage	Tues., June 2 <sup>nd</sup>	<input type="checkbox"/>
Public Hearing and Second Reading of Budget (Regular Mtg.)	Thurs., June 18 <sup>th</sup>	<input type="checkbox"/>
Beginning of FY 2015-2016 Annual Budget	Wed., July 1 <sup>st</sup>	<input type="checkbox"/>

December 9, 2014

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Jason Barnes, Interim Finance Director  
**CC:** Gerald Herman, City Administrator  
**Re:** Office of State and Local Finance 2015 budget receipt and approval

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The following memo from the Office of State and Local Finance acknowledges that their office has received and approved the 2015 fiscal year budget for the City of White House. If you have any questions about this memo, please do not hesitate to contact me directly.



**STATE OF TENNESSEE**  
**COMPTROLLER OF THE TREASURY**  
**OFFICE OF STATE AND LOCAL FINANCE**  
**SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING**  
**505 DEADERICK STREET**  
**NASHVILLE, TENNESSEE 37243-1402**  
**PHONE (615) 401-7872**  
**FAX (615) 741-5986**

December 2, 2014

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

Dear Mayor Arnold and Aldermen:

This letter should be read into the minutes of the next meeting of the Board of Mayor and Aldermen with a copy provided to each Aldermen.

This letter acknowledges receipt of a certified copy of the 2015 fiscal year budget for the City of White House (the "City").

We have reviewed the City's budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received and is for the purpose of determining that the budget appears to be balanced. With regard to programs included in the budget such as education, roads, and corrections, we have not made any attempt to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. A property tax rate may be included in this budget, and we would recommend that local government officials be certain that all program requirements have been met before initiating the tax collection process.

This letter constitutes approval, by this office, for the City's 2015 fiscal year budget as adopted by the governing body.

Sincerely,

A handwritten signature in blue ink that reads "Sandra Thompson".

Sandra Thompson  
Director of the Office of State and Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit