

CITY OF WHITE HOUSE  
Agenda  
*Board of Mayor and Aldermen Meeting*  
February 19, 2015  
7:00 p.m.

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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 January 15, 2015 meeting
7. Welcome Visitors
8. Public Hearings
  - a. **Ordinance 15-01:** An ordinance to amending the fiscal budget for the period ending June 30, 2015. *Second Reading.*
  - b. **Ordinance 15-02:** An ordinance to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee. *Second Reading.*
  - c. **Ordinance 15-03:** An ordinance to de-annex certain territories within the corporate boundaries of the City of White House, Tennessee. *Second Reading.*
  - d. **Ordinance 15-04:** An ordinance amending the Zoning Ordinance, Article V, Section 5.053.2 and Section 5.053.6. *Second Reading.*
9. Communication from Mayor, Aldermen, and City Administrator
10. 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
11. Consideration of the Following Resolutions:
  - a. **Resolution 15-01:** A resolution (I) authorizing the issuance of not to exceed three million nine hundred thousand dollars (\$3,900,000) in aggregate principal amount of general obligation refunding bonds of the City of White House, Tennessee; (II) making provision for the issuance, sale and payment of said bonds; (III) establishing the terms thereof and the disposition of proceeds therefrom; and (IV) providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.
12. Consideration of the Following Ordinances:
  - a. **Ordinance 15-01:** An ordinance to amending the fiscal budget for the period ending June 30, 2015. *Second Reading.*

- b. **Ordinance 15-02:** An ordinance to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee. *Second Reading.*
- c. **Ordinance 15-03:** An ordinance to de-annex certain territories within the corporate boundaries of the City of White House, Tennessee. *Second Reading.*
- d. **Ordinance 15-04:** An ordinance amending the Zoning Ordinance, Article V, Section 5.053.2 and Section 5.053.6. *Second Reading.*
- e. **Ordinance 15-05:** An ordinance amending the Zoning Map for an 2.00 acre property relative to Robertson County Tax Map 106, Parcel 104 from R-20, Low Density Residential, to C-2, Commercial. *First Reading.*

13. Purchasing

- a. To approve or reject spending up to \$94,221.75 on furniture, computers, computer scanners, and appliances for the new library. The Library Director and City Administrator recommends approval.
- b. To approve or reject authorizing City staff to proceed with requesting competitive sealed proposals for rental of coffee kiosk in the new library. The City Administrator and Library Director recommends approval.
- c. To approve or reject the bid from Sessions Paving of \$266,311.75 for the Tyree Springs/South Palmers Chapel Road Turning Lane project. The City Administrator recommends approval pending TDOT's approval.

14. Other Business

- a. To approve or reject the results of the financial audit completed by Crosslin & Associates for the year ending June 30, 2014. The Finance Director recommends approval.

15. Discussion Items

- a. None

16. Other Information

- a. Sage Road Sewer Improvement Project Engineering Services Fees

17. Adjournment

CITY OF WHITE HOUSE  
Minutes  
*Board of Mayor and Aldermen Meeting*  
January 15, 2015  
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 Kris Freeman from Revolution Church led the prayer.

3. Pledge by Alderman

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

4. Roll Call

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

5. Adoption of the Agenda

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

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

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

7. Welcome Visitors

Mayor Arnold welcomed all visitors.

8. Public Hearings

- a. **Ordinance 14-30:** An ordinance to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee. *Second Reading.*

No one spoke for or against.

- b. **Ordinance 14-31:** An ordinance to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee. *Second Reading.*

No one spoke for or against.

- c. **Ordinance 14-32:** An ordinance to de-annex certain territories within the corporate boundaries of the City of White House, Tennessee. *Second Reading.*

No one spoke for or against.

9. Communication from Mayor, Aldermen, and City Administrator

Ald. Decker voiced his concerns regarding political decisions being made on the national level.

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

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

City Administrator Gerald Herman informed the Board that White House ranked as the 6<sup>th</sup> best city in Tennessee for young families by NerdWallet.

City Administrator Gerald Herman stated that the Tyree Springs/South Palmers Chapel intersection project is out for bid.

City Administrator Gerald Herman stated that the City Engineer has been looking at ways to improve traffic flow and safety issues at three intersections along State Route 76 corridor.

City Administrator Gerald Herman informed the Board that Robertson County has been considered to pilot a property evaluation program of potential industrial sites by the Tennessee Department of Economic and Community Development.

City Administrator Gerald Herman mentioned that Belmont Lodge Apartments is submitting an application for renovation improvements through the Low Income Housing Tax Credit program.

City Administrator Gerald Herman stated that the Planning Commission approved a renewal for a site plan for a 48 unit, market rate apartment community on the south side of Deer Crossing.

City Administrator Gerald Herman invited the Board to the Annual Fire Department Award Banquet that is being held on Saturday evening at 6:30 p.m. at Fire Station #2.

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

11. Consideration of the Following Resolutions:

- a. None

12. Consideration of the Following Ordinances:

- a. **Ordinance 14-30:** An ordinance to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee. *Second Reading.*

Motion was made by Ald. Paltzik, 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 - aye; Mayor Arnold - abstain. Motion was approved. **Ordinance 14-30 was approved on Second Reading.**

- b. **Ordinance 14-31:** An ordinance to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee. *Second Reading.*

Motion was made by Ald. Bibb, second by Ald. Paltzik to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Decker - aye; Ald. Hutson - aye; Ald. Paltzik - aye; Mayor Arnold - abstain. Motion was approved. **Ordinance 14-31 was approved on Second Reading.**

- c. **Ordinance 14-32:** An ordinance to de-annex certain territories within the corporate boundaries of the City of White House, Tennessee. *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 - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 14-32 was approved on Second Reading.**

- d. **Ordinance 15-01:** An ordinance to amending the fiscal budget for the period ending June 30, 2015. *First Reading.*

Motion was made by Ald. Hutson, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Ordinance 15-01 passed on First Reading.**

- e. **Ordinance 15-02:** An ordinance to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee. *First Reading.*

Motion was made by Ald. Bibb, second by Ald. Paltzik to approve. A voice vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Decker - aye; Ald. Hutson - abstain; Ald. Paltzik - aye; Mayor Arnold - aye. **Ordinance 15-02 passed on First Reading.**

- f. **Ordinance 15-03:** An ordinance to de-annex certain territories within the corporate boundaries of the City of White House, Tennessee. *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 15-03 passed on First Reading.**

- g. **Ordinance 15-04:** An ordinance amending the Zoning Ordinance, Article V, Section 5.053.2 and Section 5.053.6. *First Reading.*

Motion was made by Ald. Paltzik, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Ordinance 15-04 passed on First Reading.**

### 13. Purchasing

- a. To approve or reject Carter Douglas Company, from Russellville, KY, bid of \$268,500.00 for construction of a new Public Services Department Equipment Building. The Public Services Director recommends approval.

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

- b. To approve or reject Task Order #7 from McGill Associates, for \$39,100.00 for engineering fees associated with the Calista Lift Station Motor Control Center Replacement Project. The Public Services Director recommends approval.

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

- c. To approve or reject Dove Construction, from Nashville, TN, bid of \$439,953.44 for the Meadows Area Sanitary Sewer Improvement Project. The Public Services Director recommends approval.

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

- d. To approve or reject the City Administrator entering into a professional services agreement with CSR Engineering for engineering services of \$374,253.00 for the Highway 31 W/SR 41 Bicycle/Pedestrian Phase II project.

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

14. Other Business

- a. To approve or reject that Interim Finance Director, Jason Barnes, be approved for promotion to the position of Finance Director. The City Administrator 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.**

- b. Stormwater Advisory Board (SWAB) appointments

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

15. Discussion Items

- a. None

16. Other Information

- a. None

17. Adjournment

Meeting was adjourned at 7:54 pm.

ATTEST:

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Michael Arnold, Mayor

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Kerry Harville, City Recorder

REPORTS....

**General Government Department  
January 2015**

**Administration**

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

- January 05:
  - Construction Board Meeting
  - Oath of Office Ceremony
- January 06:
  - Cemetery Board Meeting
  - Leisure Services Board Meeting
- January 08:
  - Meeting with Mr. Dulaney from Raymond James Financial
  - Meeting with Ms. Caryn Miller, City Manager of Millersville
  - Joint Economic Development Meeting
  - Library Board Meeting
- January 12: Planning Commission Meeting
- January 13: Regional Transportation Authority Operations and Marketing Committees Meetings
- January 14: Chamber of Commerce Customer Appreciation Open House at Exit Realty
- January 15:
  - Ribbon Cutting: White House Family Dental Care
  - FEMA Contract Monitoring Review of May 2010 Flood Projects Conference Call
  - Board of Mayor and Aldermen Meeting
- January 20:
  - Robertson County E911 Board Meeting
  - Chamber of Commerce Luncheon
- January 21: Metropolitan Planning Organization Executive Board Meeting
- January 22:
  - Meeting with Mr. Dulaney from Raymond James Financial
  - Ribbon Cutting: Papa Murphy's
- January 26:
  - TML District 5 & 6 Combined Meeting
  - Robertson County Commissioners Meeting
- January 28:
  - Forward Sumner Economic Partnership Meeting
  - Sumner County Council of Governments Meeting
- January 29: Department Head Budget Retreat

**Performance Measurements**

**Finance Update**

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

Budget	Budgeted Amount	Expended/Encumbered*	% Over (↑) or Under (↓) (Anticipated expenditures by this point in the year)
General Fund	\$12,795,795	\$8,561,024	↑ 8.57%
Cemetery Fund	\$42,426	\$34,147	↑ 22.16%
Debt Services	\$769,119	\$145,394	↓ 39.43%
Healthcare	\$68,500	\$36,454	↓ 5.11%
Impact Fees	\$165,835	\$144,423	↑ 28.76%
Industrial Development	\$50,300	\$31,426	↑ 4.15%
Parks Sales Tax	\$133,284	\$14,330	↓ 47.58%
Police Drug Fund	\$6,833	\$3,908	↓ 1.14%
Solid Waste	\$1,057,598	\$788,548	↑ 16.23%
State Street Aid	\$263,000	\$211,550	↑ 22.11%
Stormwater Fund	\$3,500	\$0	↓ 58.33%
Wastewater	\$9,075,983	\$4,239,800	↓ 10.80%

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

**General Government Department  
January 2015**

**Purchasing**

The Purchasing Specialist's goal is to have an error rate of less than 10% on purchase orders submitted for processing. The January 2015 error rate was 1.6%.

**Total Purchase Orders**

	FY 2015	FY 2014
July	231	212
August	170	140
September	107	142
October	149	152
November	113	110
December	130	110
January	124	119
February		132
March		154
April		157
May		149
June		156
<b>Total</b>	<b>1,024</b>	<b>1,733</b>

**Purchase Order Errors by Department**

	Jan. 2015	FY 2015*
Admin.	0	0
Bldg. Maint.	0	0
Cemetery	0	0
Codes	0	0
Court	0	0
Finance	0	0
Fire	0	2
HR	0	0
Library	0	5
Parks	1	3
Police	0	1
Public Works	0	2
Sanitation	0	0
Wastewater	1	1
<b>Total</b>	<b>2</b>	<b>14</b>

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

Purchase Orders by Dollars	Jan. 2015	FY 2015	FY 2014	Total for FY15	Total for FY14
Purchase Orders \$0-\$1,999	110	854	1,517	\$491,426.20	\$529,278.93
Purchase Orders \$2,000-\$9,999	10	105	154	\$424,604.87	\$551,768.46
Purchase Orders over \$10,000	4	65	62	\$9,759,397.63	\$6,221,273.04
<b>Total</b>	<b>124</b>	<b>1,024</b>	<b>1,733</b>	<b>\$10,675,428.70</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.

	2014- 2015 Update Requests	2013 - 2014 Update Requests	2012 - 2013 Update Requests	2014- 2015 Page Visits	2013 - 2014 Page Visits	2012 - 2013 Page Visits
July	102	162	31	562,455	250,487	85,214
August	83	186	49	265,548	468,840	63,924
September	107	126	32	352,406	262,563	82,694
October	93	86	24	328,241	296,397	113,317
November	67	92	21	361,124	282,249	121,011
December	96	137	22	393,777	279,207	98,573
January	89	126	51	246,658	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>637</b>	<b>1,355</b>	<b>554</b>	<b>2,510,209</b>	<b>5,124,420</b>	<b>1,366,173</b>

**General Government Department  
January 2015**

**Facebook Management**

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

	2014 - 2015 New Likes	2013 - 2014 New Likes	2012 - 2013 New Likes	2014 - 2015 # of Posts	2013 - 2014 # of Posts	2012 - 2013 # of Posts
<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>	39	97	17	34	17	6
<b>January</b>	34	36	9	25	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>233</b>	<b>320</b>	<b>306</b>	<b>243</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.

	2014 - 2015 Total Followers	2013 - 2014 Total Followers	2012 - 2013 Total Followers	2014 - 2015 # of Tweets	2013 - 2014 # of Tweets	2012 - 2013 # of Tweets
<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>	451	337	245	28	17	6
<b>January</b>	462	346	260	20	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>207</b>	<b>162</b>	<b>59</b>

**General Government Department  
January 2015**

**Building Maintenance Projects**

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

*Special Maintenance Projects*

- HVAC issues
- Repair hole in drywall at Police Department
- Annual sprinkler inspection

	<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>	15	8
<b>January</b>	31	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>142</b>	<b>141</b>

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

**Finance Department  
January 2015**

**Finance Section**

At the January 15, 2015 Board of Mayor and Aldermen Meeting the Interim Finance Director, Jason Barnes, was approved to be promoted to Finance Director. The Finance Director attended the following events in January: (1/6) Cemetery Board Meeting, (1/6) Leisure Services Board Meeting, (1/15) Board of Mayor and Aldermen Meeting, (1/28) Certified Municipal Finance Officer "The Government Environment" class, (1/29) City of White House Department Head Budget Retreat. During January the Finance Department continued to work with the auditors from Crosslin & Associates on the FYE 6/30/14 audit. During January the Finance Department also continued to collect property taxes. As of January 31, 2015 the City has collected over \$1.3 million in property taxes for the current tax year.

**Performance Measures**

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

Operating Fund	Budgeted Operating Revenue (\$)	Fund Balance Goal (\$)	Current Month Fund Cash Balance (\$)	Current Fund Cash Balance Performance
General Fund	10,895,975	2,179,195	6,027,889	55%
Cemetery Fund			178,580	
Debt Services			287,829	
Healthcare			240,880	
Impact Fees			110,196	
Industrial Development			94,908	
Park Sales Tax			132,605	
Police Drug Fund			27,490	
Solid Waste			524,961	
State Street Aid			59,425	
Stormwater Fund			0	
Wastewater			2,864,643	

*Balances do not reflect encumbrances not yet expended.*

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	5,599,410	↓6.94%
Cemetery Fund	27,450	22,467	↑23.51%
Debt Services	809,250	464,683	↓0.91%
Healthcare	47,290	36,994	↑19.89%
Impact Fees	8,250	13,682	↑107.50%
Industrial Development	47,080	48,632	↑44.96%
Park Sales Tax	78,280	46,032	↑0.47%
Police Drug Fund	8,515	2,218	↓32.28%
Solid Waste	804,832	471,688	↑0.27%
State Street Aid	274,371	161,318	↑0.46%
Stormwater Fund	50,250	0	↓58.33%
Wastewater	7,841,669	3,690,484	↓11.27%

\*Realized amounts reflect revenues realized from July 1, 2014—January 31, 2015

**Finance Department  
January 2015**

**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
3 regular 0 special	341 direct deposits	0 Retro adjustments	0 Voids

**Accounts Payable**

	Jan. 2015	Dec. 2014	Nov. 2014	Oct. 2014
<b>Total # of Invoices Processed</b>	246	380	307	387

**Business License Activity**

	Jan. 2015	YTD FY 2015	FY 2014 Total	FY 2013 Total	FY 2012 Total	FY 2011 Total
<b>Opened</b>	10	60	74	80	52	55
<b>Closed</b>	0	4	13	140*	6	3

\*129 businesses deemed uncollectable in October 2012

**Wastewater Billing**

	Jan. 2015	YTD FY 2015	FY 2014 Total	FY 2013 Total	FY 2012 Total	FY 2011 Total
<b>New Builds (#)</b>	6	34	55	28	15	44
<b>Move Ins (#)</b>	33	280	506	481	493	414
<b>Move Outs (#)</b>	38	300	516	479	455	446
<b>Late Payments (\$)</b>	4,680	38,845	69,241	65,074	67,810	62,880
<b>Late Payments (#)</b>	1,580	7,481	12,840	12,685	12,857	11,790
<b>Disconnect for non-payment (#)</b>	47**	234	514	258*	n/a	n/a

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

\*\*Due to cold weather, only door hangers were issued

**Human Resources Department  
January 2015**

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

- January 05: Oath of Office Ceremony
- January 07: Chamber of Commerce Ambassador Meeting
- January 20: Chamber of Commerce Luncheon
- January 29: Department Head Budget Retreat

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

	2014 - 2015	2013- 2014	2012- 2013	2011 - 2012
July	0	2	0	0
August	0	0	1	2
September	3	1	1	0
October	1	1	0	1
November	1	0	1	1
December	0	0	2	0
January	0	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.

	2014 - 2015	2013- 2014	2012- 2013	2011 - 2012
July	0	2	0	0
August	1	0	1	0
September	1	1	0	0
October	1	2	1	1
November	2	0	1	0
December	1	1	1	2

	2013- 2014	2014 - 2015	2012- 2013	2011 - 2012	2010- 2011
January		1	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>7</b>	<b>14</b>	<b>6</b>	<b>7</b>

**Human Resources Department  
January 2015**

**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	1.10%	1	1.16%	0	0.00%	0	0.00%
January	0	0.00%	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>3</b>	<b>3.20%</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	0	
January	0	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  
January 2015**

**Meetings/Civic Organizations**

- **Chief Brady attended the following meetings in January:** Department Head Meeting (Jan. 12<sup>th</sup> & 26<sup>th</sup>), Robertson County Chief's Meeting (Jan. 13<sup>th</sup>), Leadership Summer Luncheon (Jan. 14<sup>th</sup>), 911 User Group (Jan. 14<sup>th</sup>), Board of Mayor and Alderman Meeting (Jan. 15<sup>th</sup>), 911 Board Meeting (Jan. 20<sup>th</sup>), Drug Task Meeting (Jan. 21<sup>st</sup>), Command Staff Meeting (Jan. 22<sup>nd</sup>), and Department Head Budget Retreat (Jan. 29<sup>th</sup>).

**Police Department Administration Performance Measurements**

1. **Achieve re-accreditation from the Tennessee Law Enforcement Accreditation program by October 31, 2017.** The accreditation process has 161 professional standards that need to be met. Accreditation Manager, Susan Johnson, is currently working on the 9 standards that have been added to the 2<sup>nd</sup> Edition of Accreditation. We will be working on a 3 Year Plan before our next audit in 2017. Within the plan, the Accreditation Standards have been divided among Administration and Sergeants to assist in maintaining the proofs for the standards. Proofs for each standard must be collected and filed each year. Susan Johnson will be attending the LEACT (Law Enforcement Accreditation Coalition of Tennessee) 2015 Winter Conference February 18-20, 2015, in Chattanooga, Tennessee.
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 25 Employees. With a goal of 40 hours per employee, we should have an overall Department total of 1,000 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
<b>Grand Total</b>	0	0	0	0

**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	January	FY 2014-2015
Two (2) Officers per Shift	13	43
Three (3) Officers per Shift	49	399

2. **Acquire and place into service two Police Patrol Vehicles.** We have one new vehicle completed and on the road. The other new police vehicle is at Truckers Lighthouse awaiting a cage divider to come in and be installed.
3. **Conduct two underage alcohol compliance checks during the Fiscal Year 2014-2015.** Compliance checks will be conducted Spring 2015.
4. **Maintain or reduce TBI Group A offenses at the three-year average of 65 per 1,000 population during the calendar year of 2015.**

Group A Offenses	January 2015	Per 1,000 Pop.	Total 2015	Per 1,000 Pop.
<b>Serious Crime Reported</b>				
Crimes Against Persons	17	2	17	2

**Police Department  
January 2015**

Crimes Against Property	34	3	34	3
Crimes Against Society	18	2	18	2
<b>Total</b>	69	6	69	6
<b>Arrests</b>	52		52	

*\*U.S. Census Estimate 2013 – 10,752*

5. *Maintain a traffic collision rate at or below the three-year average of 324 collisions by selective traffic enforcement and education through the Governor's Highway Safety Program during calendar year 2015.*

	January 2015	TOTAL 2015
Traffic Crashes Reported	29	29
<b>Enforce Traffic Laws:</b>		
Written Citations	245	245
Written Warnings	137	137
Verbal Warnings	360	360

6. *Maintain an injury to collision ratio of not more than the three-year average of 15% by selective traffic enforcement and education during the calendar year 2015.*

<b>COLLISION RATIO</b>				
<u>2015</u>	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
January	29	5	17%	17%

**Traffic School:** There was no Traffic School in the month of January.

**Staffing:**

We have two Police Officer positions open at the Police Department. Testing took place on January 22<sup>nd</sup>. Nine candidates passed the written and physical exams. Capt. Ring will begin background investigations in February.

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

**Sumner County Emergency Response Team:** ERT had their monthly training.

**Volunteer Reserve Officers:**

- The Annual Reserve Dinner took place on January 5<sup>th</sup> at Maggiano's. In attendance were Chief Brady, Captain Ring, Sergeant Enck and Reserve Officers Chris Davis, Jake Kennedy, Lou Meadows, Robert Chambers and Chris Pate.
- In January, the Reserves had Child Sex Abuse training.

**Police Department  
January 2015**

**Support Services Performance Measurements**

1. *Maintain or exceed a Group A crime clearance rate at the three-year average of 77% during calendar year 2015.*

2015 CLEARANCE RATE		
Month	Group A Offenses	Year to Date
January	72%	72%

**Communications Section**

	January	Total 2015
Calls for Service	1,251	1,251
Alarm Calls	21	21

**Request for Reports**

	January 2015	FY 2014-2015
Requests for Reports	23	153
Amount taken in	\$25.05	\$124.65
Tow Bills	0	\$270.00
Emailed at no charge	39	201
Storage Fees	0	\$0.00

**Governor's Highway Safety Office (GHSO):** Nothing to report.

**Volunteer Police Explorers:** The Explorers met on January 12<sup>th</sup>, 19<sup>th</sup> and 26<sup>th</sup>. They are preparing for the 2015 Explorer's Winterfest February 5<sup>th</sup> thru 8<sup>th</sup>.

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

**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.**  
D.A.R.E. classes from Heritage Elementary graduated in January.
2. **Plan and coordinate Public Safety Awareness Day on Labor Day as an annual event.**  
Planning for Safety Day 2015 will be starting soon. Safety Day will be held on Monday, September 7<sup>th</sup> (Labor Day).
3. **Plan, recruit, and coordinate a Citizen's Police Academy as an annual event. Completed.**  
The next class is scheduled for March 2015.
4. **Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.**
  - Sgt. Eric Enck assisted THP with a ground fighting school on January 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup>.
  - **Special Events:** *WHPD Officers participated in the following events during January:*  
Nothing to report at this time.

**Upcoming Event:**

Citizen's Police Academy (March)

**Police Department  
January 2015**

<b>2015 Participation in Joint Community Events</b>		
	<b>January 2015</b>	<b>Year to Date</b>
<b>Community Activities</b>	1	1

**Fire Department  
January 2015**

**Summary of Month's Activities**

**Fire Operations**

The Department responded to 92 requests for service during the month with 67 responses being medical emergencies. The Department responded to 4 vehicle accidents with reported injuries with two patients transported to area hospitals.

The Department performs annual testing on the fire pumps of each engine and during the test on the 1993 Engine 1 the pump failed the test. This is the same engine that has had problems responding to calls and performing at fire scenes in the past. The engine was taken out of service on December 19<sup>th</sup> for repairs at a shop in Nashville. Due to the age of the pump some parts were unavailable and a new pressure relief valve had to be retrofitted to make the repairs. The shop completed the repairs on January 27<sup>th</sup> and the engine was placed back in service.

**January 19<sup>th</sup> 9:56am** – The Department was dispatched to a grass fire in the area of Hwy 76 and Wilkinson Ln. When the first unit arrived on scene the small area was extinguished between the sidewalk and the roadway. CEMC was also on scene making repairs to restore power in the area. The cause of the power outage and the fire was a bird had made contact with the power lines. There were no injuries reported with this incident.

**January 22<sup>nd</sup> 2:36pm** – The Department was dispatched to a reported structure fire on the Springbrook Blvd., when fire units arrived on scene the occupants were out of the home with light smoke in the structure. A thermal imager was used to locate the origin of the smoke and nothing was found in the living area of the home. After further investigation in the attic a fire had occurred in the HVAC unit and caused the smoke alarms to activate. The fire was contained to the unit and there were no injuries or property damage other than the unit reported with this incident.

**Fire Administration**

**January 5<sup>th</sup>** – Chief Palmer and Asst. Chief Sisk attended a Board of Appeals meeting at city hall concerning water supply and a fire hydrant.

**January 20<sup>th</sup>** – Chief Palmer attended the monthly Robertson County 911 meeting at the dispatch center in Springfield.

**January 21<sup>st</sup> 23<sup>rd</sup>** – Firefighters Mike Bogle, Keith Jerde, and Matthew Detlefsen attended a Child Safety Seat Class at the State Fire Academy. They are certified to properly install child car seats according to the recognized standards. We have several requests to assist parents with these installations and with this training it is another service we can offer to our citizens.

**January 27<sup>th</sup>** – Chief Palmer and Asst. Chief Sisk attended the monthly safety committee meeting.

**January 28<sup>th</sup>** – Chief Palmer and Asst. Chief Sisk met with the Insurance Services Office representative to complete an evaluation of our fire department to determine the department's insurance classification.

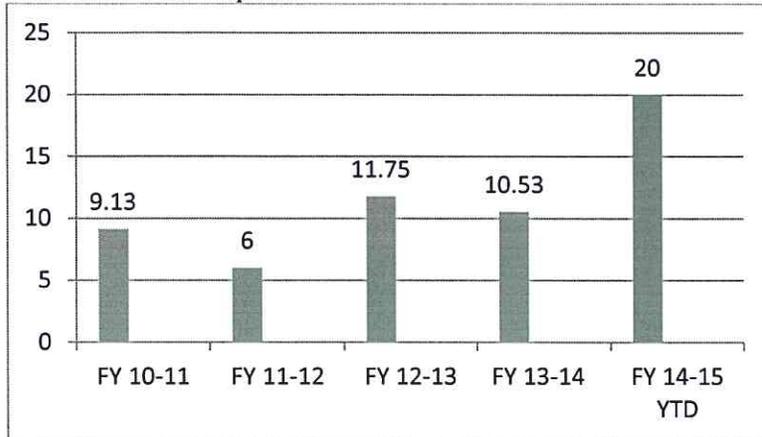
During the month of January Asst. Chief Sisk attended the Work Hours Committee meeting.

**Fire Department  
January 2015**

**Monthly Performance Indicators**

**Personnel Responding to Structure Fires**

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

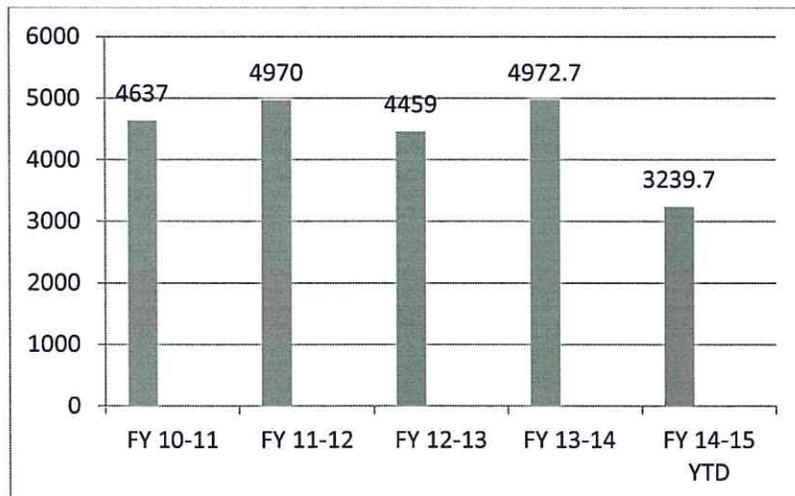


**Incident Responses**

Structure Fires	0	Vehicle Accidents(general cleanup)	3
Other Fires	1	Vehicle Accidents(With injuries)	4
Vehicle Fires	0	Rescue	0
Grass, Brush, Trash, Fires	1	False Alarms/Calls	6
Hazmat	0	Assist other Governmental Agency	1
Other Calls	9	Total Responses for the Month	92
Emergency Medical Responses	67	Total Responses Year to Date	594

**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.

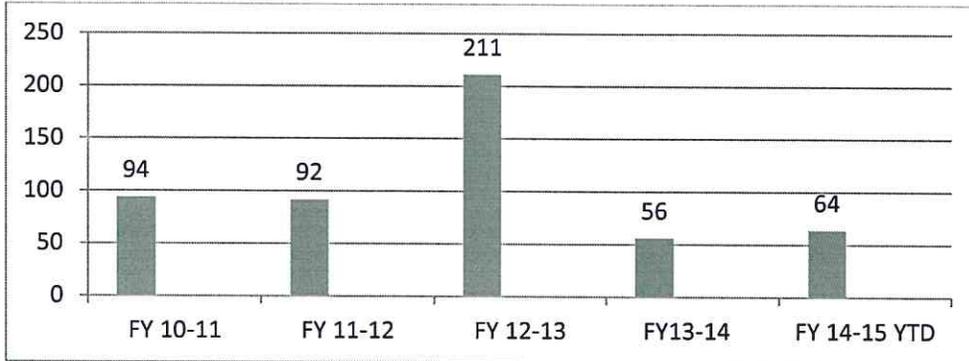


**Fire Department  
January 2015**

Total Training Man-hours for the Month	508.56	Total Training Man-hours Year to Date	3239.70
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**Fire Inspection**

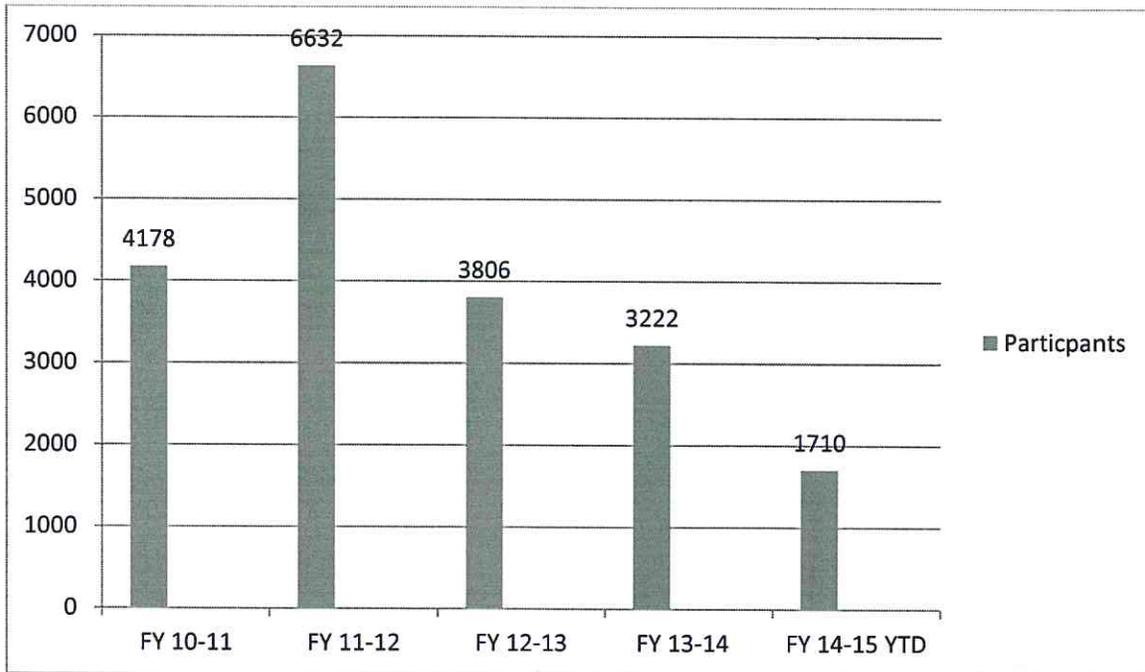
It is part of our fire prevention goals to complete a fire inspection at each business annually. Currently in our data base there are 387 businesses in the city including commercial and industrial facilities.



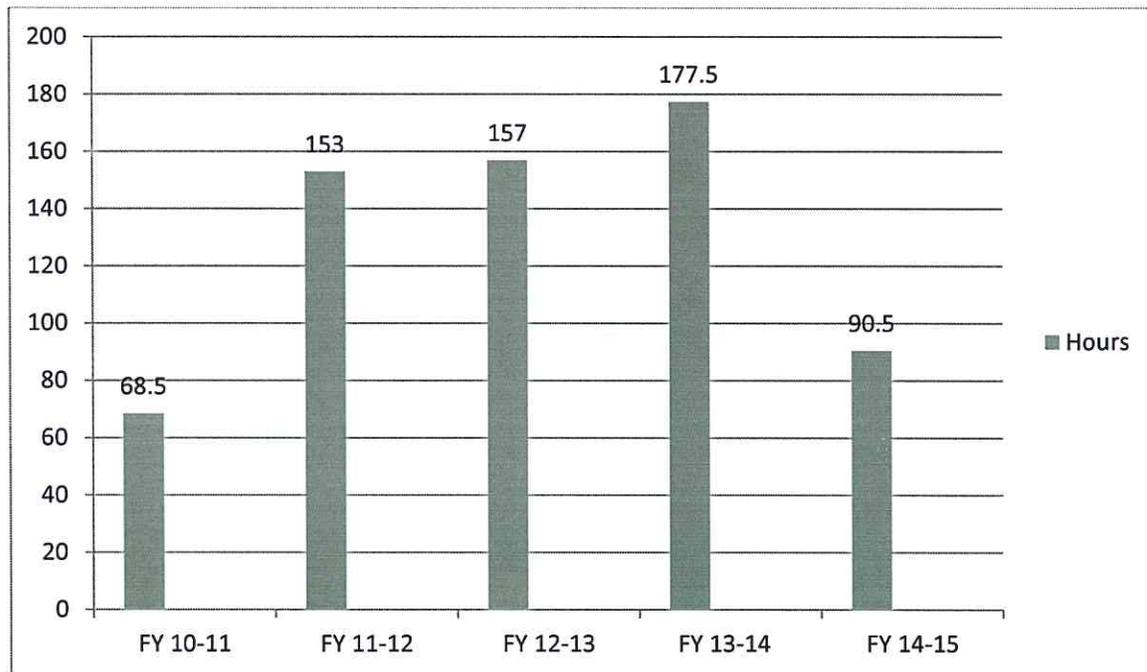
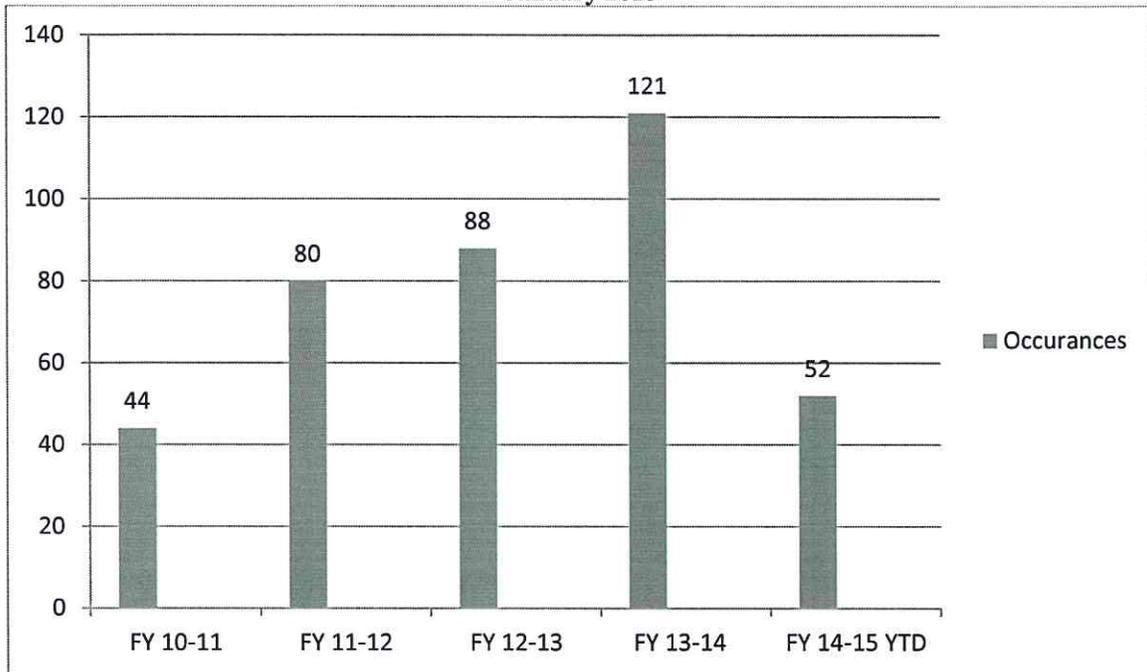
Fire Inspections	7	Year to Date	64	Plat / Plan Reviews	2	Year to Date	21
Fire Investigations	0	Year to Date	2	Fire Preplans	1	Year to Date	5

**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  
January 2015**



Participants	55	Education Hours	5
Participants Year to Date	1710	Education Hours Year to Date	90.5
Number of Occurrences	4	Number of Occurrences Year to Date	52

**Public Services Department - Public Works Division  
January 2015**

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

1. (1) PW Supervisor;
2. (1) Full-time PW crew leader;
3. (2) Full-time truck drivers (1 @ 100% PW & 1 @ 100% Solid Waste);
4. (3) Full-time maintenance workers (2 @ 50/50 PW/SW, 1 @ 100% PW).

<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>Dec-14</u>	<u>Jan-15</u>	<u>YTD 14/15</u>
Sanitation	9,912	8,930	5,975	3,138		224	218	1,812
Street	3,502	3,539	3,765	4,485		270	179	2,401
Facility Maintenance	143	100	124	839		177	98	962
Fleet Maintenance	394	147	445	857		74	135	708
Meeting/Training	241	135	332	653		60	27	245
Leave	1,311	915	1,005	1022		65	31	576
Holiday	1,040	1,040	650	730		150	100	660
Overtime	0	0	70	166		38	0	98
Administrative	0	0	0	496		90	62	444

**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>Dec-14</u>	<u>Jan-15</u>	<u>YTD 14/15</u>
Brush Collection Stops	3,841	2,970	2,787	5,394		257	215	3,056
Brush Truck Loads	422	468	302	644		24	18	272
Leaves Pickup Bags	N/A	N/A	519	4,324		487	153	1,890
Brush/Leaves Hours	N/A	N/A	585	2,119		121	85	953
Litter Pickup Bags	960	0	168	535		27	37	212
Litter Pickup Hours	N/A	N/A	443	829		103	133	726

**Sanitation Collection:**

The goal for the curbside garbage and recycling collection program is *to maintain an error rate of less than 1%*. The January 2015 work order report shows that staff made **35** requests on the WI web portal system, of which only **13** 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>Dec-14</u>	<u>Jan-15</u>	<u>YTD 14/15</u>
Tons	3,590	3,634	3,458	3,315		299	261	1,810
Disposal Fee	\$88,187.52	\$88,325.03	\$85,077.60	\$82,869.34		\$7,455.72	\$6,471.14	\$52,467.90

**Public Services Department - Public Works Division**  
**January 2015**

<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>Dec-14</b>	<b>Jan-15</b>	<b>YTD 14/15</b>
Units Billed	43,655	44,485	44,244	44,953.00	3,789	3,793	26,568.00
Receivables	\$676,350.00	\$683,625.00	\$690,098.50	\$692,727.50	\$66,012.71	\$66,127.74	\$462,193.12
Revenue	\$634,738.25	\$654,858.69	\$684,487.53	\$705,287.91	\$66,541.10	\$65,288.08	\$446,471.89

**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>Dec-14</b>	<b>Jan-15</b>	<b>YTD 14/15</b>
Participants	660	715	809	525	76	53	397
Tons	119	168	141	168	18	7	88
Disposal Fee	\$14,654.62	\$16,513.14	\$15,473.00	\$16,913.54	1,277.78	\$557.09	\$7,552.36

**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 55 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>Dec-14</b>	<b>Jan-15</b>	<b>YTD 14/15</b>
Curbside Tons	253	244	393	456	48	55	268
Recycling Rate	7%	7%	13%	14.3%	15.2%	17.0%	16.55%
Fee (old program)	\$5,081.27	\$6,736.13	-	-	0	0	-
Revenue (curbside)	-	-	\$4,749.94	\$3,469.56	\$314.63	\$181.93	\$2,375.56
<i>Metal (dropoff) Tons</i>	23	11	62	42	6	0	19
Metal Revenue	\$4,819.75	\$3,167.45	\$10,555.50	\$6,240.40	886.90	0	\$3,197.90

**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>Dec-14</b>	<b>Jan-15</b>	<b>YTD 14/15</b>
Drainage Requests	1	3	27	17	0	0	12
Drainage Work (feet)	620	58	1,457	2,513	0	0	1,872
Drainage Man Hours	N/A	N/A	891	1261	15	0	915
Debris Removed Loads	N/A	N/A	75	57	7	0	52
Sweeping Man Hours	0	0	0	272	29	21	258

**Public Services Department - Public Works Division  
January 2015**

**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		Dec-14	Jan-15	YTD 14/15
Curb Repair	3	0	1	1		0	0	0
Shoulder LF	0	0	788	3,331		0	0	100
Shoulder Hours	0	0	0	88		0	0	45
Potholes	336	168	125	202		27	7	82
Pothole Hours	N/A	N/A	N/A	600		120	44	468
Mowing Hours	0	0	101	446		0	0	99
R-O-W Hours	N/A	N/A	N/A	12		13	86	211
Signs	225	119	153	106		48	4	106
Sign Work Hours	N/A	N/A	N/A	219		71	24	241
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		12	4	17

**1. SIGN REPLACEMENT:**

Staff continues to go through the City and replace 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.

No special projects.

**Public Services Department - Wastewater Division  
January 2015**

**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. The delay is the weather.

**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. The asphalt work and extruded curbing has been completed. The GRUNDFOS Remote Monitoring (GRM) card has been installed and we are now monitoring the new station. The substantial leak around the influent line has been sealed by Scott & Ritter.

We're missing the following:

1. We are still awaiting an "official start-up of the Sage Road Lift Station;
2. We are still awaiting the concrete sidewalk and final restoration before the job can be closed.

**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>DEC-14</u>	<u>JAN-15</u>	<u>YTD</u>
Tennessee 811	1,496	948	866	1,306		87	124	858

**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>DEC-14</u>	<u>JAN-15</u>	<u>YTD</u>
North Palmers Chapel	2301	1483	1736	3,559		3	2	473
Calista Road	3652	985	1058	2,014		3	0	410
Wilkinson Lane	131	417	231	219		0	1	100
Portland Road	98	13	25	36		0	1	12
Cope's Crossing	0	109	445	208		0	0	70
Union Road	0	16	149	93		0	1	36
Meadowlark Drive	61	32	40			0	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		0	0	122

**Public Services Department - Wastewater Division  
January 2015**

**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.

<u>F Work Orders</u>	<u>FY 10/11</u>	<u>FY 11/12</u>	<u>FY 12/13</u>	<u>FY 13/14</u>		<u>DEC-14</u>	<u>JAN-15</u>	<u>YTD</u>
"Grinder Project"		144	229	3		0	0	0
PD to Centrifugal Converts				4		0	0	6
2000 to Extreme C/O	0	0	85	86		2	3	53
2000 to 2000 C/O	0	271	19	13		2	7	17
Extreme to 2000 C/O	0	0	33	14		2	6	23
Extreme to Extreme C/O	0	0	157	110		8	4	70
Centrifugal to Centrifugal C/O						0	0	3
2000 Conversions	0	159	26	3		0	0	0
Extreme Converts	0	0	43	83		6	5	59
<b>Total Pumps Replaced</b>		<b>430</b>	<b>363</b>	<b>313</b>		<b>20</b>	<b>25</b>	<b>231</b>
Low Pressure Service Request	682	554	977	750		52	51	481
Vacuum System Service Request	94	96	127	102		2	3	38
Gravity Service Request	NEW					2	4	14
Inspection for New Service	0	0	0	27		3	4	28
Final Inspection for New Service	0	0	0	47		7	6	40
Sanitary Sewer Overflow (SSO)	0	0	4	2		0	0	1
Odor Complaints	0	0	0	11		3	3	13

**Public Services Department - Wastewater Division  
January 2015**

**System Repairs Goal:**

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

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

<u>Repairs</u>	<u>09/10</u>	<u>10/11</u>	<u>11/12</u>	<u>12/13</u>	<u>13/14</u>		<u>DEC-14</u>	<u>JAN-15</u>	<u>YTD</u>
Major Lift Stations	23	12	5	5	18		1	1	20
Mainline	17	0	1	7	18		3	1	9
Service Line	89	82	52	65	136		1	3	30

**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:**

We've installed one (1) VFD on a temporary basis. McGill is in the process of designing a new motor control center (MCC) for this station, which will include two (2) permanent VFD's for the turbine pumps. The Calista MCC project will also include the installation of two (2) VFD's at the North Palmers Chapel vacuum station.

**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>NOV - 2014</u>	<u>DEC - 2014</u>	<u>JAN - 2015</u>	
Flow	0.383 MGD	0.332 MGD	0.398 MGD	
Capacity	1.40 MGD	1.40 MGD	1.40 MGD	
% of Plant Throughput	27.0%	24.0%	28.4%	(0.398 MGD) / (1.40 MGD)
Actual Capacity	1.12 MGD	1.12 MGD	1.12 MGD	(1.4 MGD x 80%)
% of Allocated Capacity	34%	30%	35.5%	(0.398 MGD) / (1.12 MGD)
Rainfall	12.31"	3.82"	1.99"	

<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>DEC - 14</u>	<u>JAN - 14</u>	<u>YTD</u>
Violations			4	6	2		0	0	0

1. **H2S & Ferric Sulfate:**

Staff continues to monitor the carbonaceous biochemical oxygen demand (CBOD) and the total suspended solids (TSS) which will indicate any settling effects of Ferric sulfate we are feeding at the Tyree Springs Manhole and Union Road stations. The feed rate is fifteen (15) gallons per day at the Union Road lift station and fifteen (15) gallons per day at the Old Tyree lift station.

**Public Services Department - Wastewater Division**  
**January 2015**

2. **Oxidation Ditch:**

The #4 gearbox has failed and is still out for repair and we are running on three (3) orbals.

3. **UV System:**

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 2014.

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

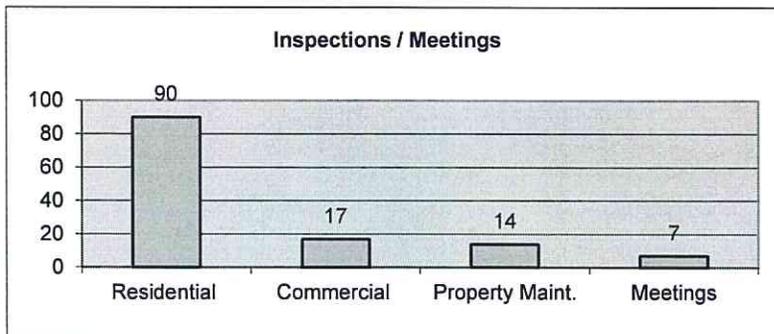
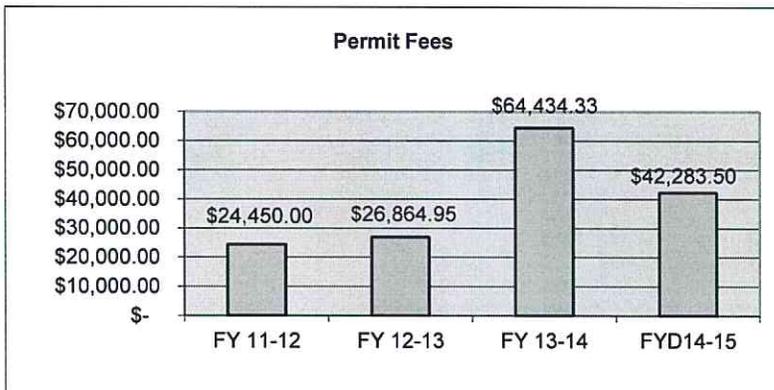
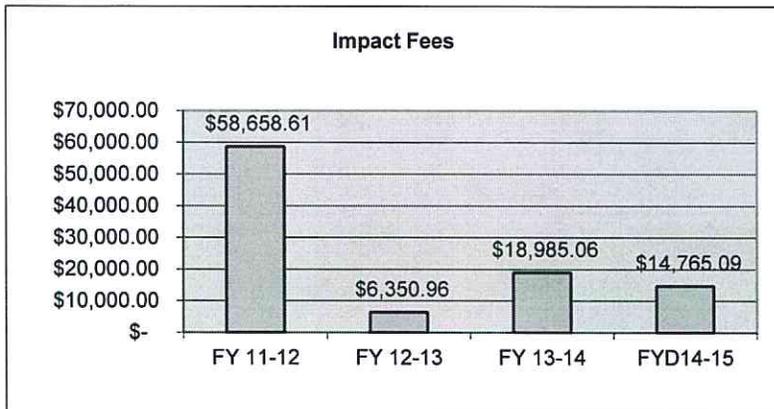
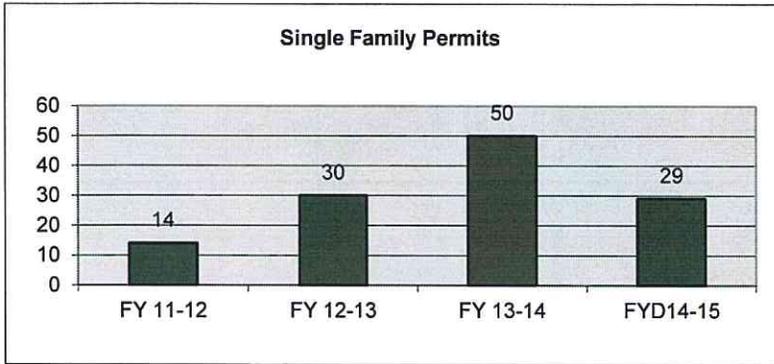
PAA is being used while we await final approval and the feed rate is now operating at a constant 1.3 parts per million (ppm) which is still well below the expected usage levels.

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 December was less than 20/100ml.

**Planning and Codes Department  
January 2015**



**Planning and Codes Department  
January 2015**

	Month	YTD 15	FY 2014	FY2013	FY2012
<b>MEETING AGENDA ITEMS#</b>					
Planning Commission	2	30	38	39	49
Construction Appeals	1	1	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	2	29	50	30	14
Multi-Family Residential	1	2	123	2	0
Other Residential	12	101	132	133	111
New Commercial	1	7	2	1	3
New Industrial	0	0	0	0	1
Other Com/Ind	2	32	26	27	21
State Electrical	48	351	478	329	309
Sign	0	9	16	11	10
Occupancy Permits	2	47	59	62	118
Commercial Certificate of Occupancy-					
<b>Papa Murphy's-301 Richard Wilkes Rd.</b>					
<b>Bojangles-514 Highway 76</b>					
Other	0	0	71	18	4
<b>BUILDING INSPECTIONS</b>					
Residential	90	459	519	334	318
Hours	27.42	152.25	175.59	111.25	99.67
Commercial /Industrial	17	250	189	151	269
Hours	7.5	82.09	79.33	94.34	112.59
<b>CODE ENFORCEMENT</b>					
Total Cases	14	198	531	735	957
Hours	1.5	32.74	83.42	113.92	125.32
Complaints Received	5	72	141	126	127
<b>MEETINGS</b>					
Administration	4	15	39	55	77
Hours	10.75	38.75	67.95	89.06	123.59
Planning	1	13	31	40	118
Hours	1	17.8	101.25	51.1	119
Codes	2	14	50	53	48
Hours	2	13.08	58.25	73.5	65.33
<b>FEES</b>					
Permit Fees	\$10,697.00	\$ 42,283.50	\$ 64,434.33	\$ 26,864.95	\$ 24,450.00
Board Review Fees	\$1,780.00	\$ 7,306.50	\$ 7,297.90	\$ 3,150.00	\$ 2,375.00
City Impact Fee	<b>\$1,839.56</b>	<b>\$ 14,764.99</b>	<b>\$ 18,985.06</b>	<b>\$ 6,350.96</b>	<b>\$ 58,658.61</b>
Roads	\$598.28	\$ 8,120.53	\$ 5,405.07	\$ 3,056.90	\$ 14,722.36
Parks	\$471.20	\$ 1,813.60	\$ 4,993.50	\$ 1,197.40	\$ 5,187.60
Police	\$463.76	\$ 2,907.88	\$ 4,494.28	\$ 1,262.70	\$ 21,646.70
Fire	\$306.32	\$ 1,922.98	\$ 2,976.51	\$ 796.76	\$ 15,407.95
<b>OTHER ITEMS</b>					
Subdivision Lots	0	0	0	0	20
Commercial/Ind. Sq Ft	38,326	55,086	3,936	3,423	0
Multi-Family Units	16	32	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	16	17	16	16	16

**Parks, Recreation, & Cultural Arts Department**  
**January 2015**

**Summary of Month's Activities**

The department worked several days as weather allowed to raise the level of the future outdoor basketball court to the proper subgrade elevation. The concrete basketball goal was set in place with a crane owned by Reynolds Electric. Pug milled base stone has been added at a 4" depth and compacted for the concrete to be placed on. The actual formwork, concrete pouring, and concrete finishing will be performed by a subcontractor. This should be completed in February. Department staff will perform the final dressing of the site including replacing the topsoil, seeding and strawing. Much of the finish grade work has already been done.

The disc golf course project is progressing well. Volunteers have spent a great deal of time removing underbrush, vines, and other obstructions in the Municipal Park woodland. Nine (9) of the holes have already been cleared, and the next nine are being worked on now. On January 17<sup>th</sup>, there were 18 volunteers at the park participating in the project! The target date for the first rounds of disc golf will be in late March.

Both the White House Youth Soccer league (WHYS) and White House Dixie Youth league (WHDY) have very good participation numbers for the spring season. WHYS reports 472 in the recreational divisions and 80 in the select divisions for a total of 552. WHYS reports 503 currently, not counting the 13 and 15 yr. old division which starts later. That means that 1,055 kids are signed up between these two sports alone!

Recreation

Youth Basketball games are ongoing. We have 305 participants this year and 39 teams. The season will begin to wrap up in February and the last games will be around the end of February.

Adult Co-ed Kickball registration started January 26th and will run through March 9th. It is \$350 per team – Non-resident fees may apply. Games will be on Mondays and/or Fridays.

Adult Co-ed Volleyball began registration January 5th, and it will run through February 17th. 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 began January 5th. The last day to sign up is February 17th. The registration fee is \$50 for city residents/\$62 for non-residents. This is for grades 3 – 8. Practices begin in March and games begin in April.

Little League Challenger Baseball registration started January 5th and will run through March 2nd. The registration fee is \$35 for city residents/\$47 for non-residents. This includes full uniform. Practices will begin in March and Saturday games start in April.

A Men's Softball Competitive and Recreational League are being offered again this spring. The competitive league will be played on Field 7 and the recreational league will be played on Field 6. Registration for the recreational league: January 26th – March 9th. Registration for the competitive league: January 5th – February 16th. 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

- Maintenance employees spent the majority of the month working on the outdoor basketball court by stripping topsoil and hauling and compacting fill material to get the subgrade to the correct height.
  
- Maintenance services were performed on both the New Holland skid steer loader and the Caterpillar pavement roller borrowed from the Public Services Department. This included engine oil and oil filter changes on both units, grease lubrication, and also fuel filter and air filter replacement on the skid steer loader.

**Parks, Recreation, & Cultural Arts Department**  
**January 2015**

- Continued hauling off concrete / asphalt from the dirt stock pile at the park (still have more to haul).
  
- Assisted the disc golf course volunteers by felling some small trees.

**Update on Department Goals and Objectives**

The Director participated in the Department Head Budget Retreat on Thursday, January 29th, at the Best Western in White House, and provided a list of proposed CIP projects for FY 2016.

**Department Highlight**

William Hosale and Keith Futch have passed the written and driving tests to obtain a CDL (Class B) driver's license. This will help the department to operate more efficiently by being self-reliant when it comes to transporting certain heavy equipment or the garbage truck to various locations in the City. There are now 3 employees in the department with this license.

**Department Cost Savings Report**

Using the department's F450 dump truck, we hauled approximately 60 loads of clay soil to the back of the park for the outdoor basketball court, using stockpiled material from the park. We did not have to pay for this fill material. We have utilized borrowed equipment from the Public Services Dept to help with the project, including a skid-steer loader, pavement roller, and backhoe loader.

**Parks, Recreation, Cultural Arts Department**  
**JANUARY**  
**2015**

		Current Year	
		Dec. 14	Jan. 15
		YTD 2014-15	

Mowing Hours	12	0	416
Pounds of Grass Seed Sown	100	0	2,095
Pounds of Fertilizer Applied	0	0	3,050
Number of Trees/Shrubs Planted	0	0	0

Number of Youth Program Participants	0	0	673
Number of Adult Program Participants	4	3	275
Number of Special Event Attendees	500	0	2,643
Total Number of Special Events Offered	1	0	9
Total Number of Programs Offered	1	7	23
Youth Program Revenue	\$57.00	\$1,243.00	\$ 44,414.37
Adult Program Revenue	\$12.00	\$459.00	\$ 4,967.00
Special Event Revenue	\$0.00	\$0.00	\$ 1,645.00

Number of Shelter Reservations	0	0	61
Hours of Shelter Reservations	0	0	167
Shelter Reservation Revenue	\$0.00	\$0.00	\$ 1,237.50
Number of Facilities Reservations	16	27	95
Hours of Facility Reservations	49	74	280
Facility Reservation Revenue	\$2,093.75	\$2,268.75	\$ 9,132.24
Field Rental Revenue	\$0.00	\$0.00	\$ 1,140.00
Misc. Revenue	\$0.00	\$1,962.08	\$ 11,410.15

Senior Center Participants	350	248	2,135
Number of Trip Participants	18	24	355
Number of Meals Participants	212	234	1,695
Number of Program Participants	484	414	2,654
Number of Trips Offered	2	2	29
Number of Meals Served	4	4	29
Number of Programs Offered	6	4	40

	FY 2009-2010	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
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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

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

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

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

**White House Inn Library**  
**January 2015**

**Summary of Activities**

The library director attended a One Book One Community meeting at Vol. State on January 6<sup>th</sup>. At this meeting, dates and times of the events that focus on themes from the book *The Other Wes Moore* by Wes Moore were decided. The programs are as follows: February 10, Film: "American Promise", two showings- noon to 5pm, Thigpen Library; February 16, Effects and possible solutions to the issue of "deadbeat dads", 12:30pm, Nichols Dining Room, Wood Campus Center; February 24, Tense relationships between the police and African-American community and possible solutions, 12:30pm, Nichols Dining Room, Wood Campus Center; March 2, The effects of Hip-Hop on society, 9am, Pickel Filed House; March 19, Fear of (or low expectations of) young African-American males and possible solutions, 12:30pm, Nichols Dining Room, Wood Campus Center; March 24, Final discussion: Lessons learned and where do we go from here?, 6pm, Thigpen Library. Everyone in the community is invited to attend these events. Additionally, the library's Goodreads account, White House TN Reads, will allow for individuals to post their thoughts on any of the above listed topics should individuals not be able to attend in person.

The library board met on January 8<sup>th</sup>. The main focus at this meeting was to discuss yearly totals for circulation and programs and the proposed budget for this upcoming fiscal year. It was decided that the board would like more clarification on the types of programs that the library is conducting. Also, the board would prefer that the estimated amounts for electricity and water be rounded higher to guarantee that there is enough funding to pay all of the library bills without requiring a budget amendment. There were no new CIP projects for the library this year. The last form of discussion at the board meeting was for the board chair and a number of other board members to try and schedule a meeting with the White House Representatives of Robertson County to see if they would be able to work with us on obtaining permission for the mayor to present his request asking Robertson County to provide funding for our new library building. The board hoped to set up a meeting as soon as possible to discuss this issue.

The library director attended the ribbon cutting for Papa Murphy's Pizza on January 22<sup>nd</sup>. The following week, Papa Murphy's did a fundraiser for the library in which they gave coupons to the library to give out to patrons. Papa Murphy's would donate \$5 for every \$5 coupon they received that week up to \$500 to the new library building. The library and City is grateful for this support and are now awaiting the results of the fundraiser.

The library director met with the new library director at Vol. State to discuss how the two libraries may be able to help each other with needs. The White House Library would like to start a homework help program which would have college students provide help to struggling elementary/middle school students. Additionally, the library intends to hold monthly computer classes free to the public and are hoping that students enrolled in computer classes at Vol. State will come and teach a workshop as part of their final class project. Lastly, the White House Library will look into helping Vol. State by having workshops to help graduating seniors in our community prepare for their first year of college, which can be a difficult transitional time for students.

**Department Highlights**

The highlights for the month were the Papa Murphy's fundraiser and the meeting with the Vol. State Director. The library is grateful for Papa Murphy's support of the new library and the library hopes that the fundraiser also helped make Papa Murphy's opening week a huge success. Additionally, by partnering with the Vol. State library, the White House Library hopes to be able to expand the types and number of programs that it can conduct. This partnership will also allow the library to try to aide students with tips to succeed during their first year of college in the hope that fewer will drop out due to being ill-prepared mentally, emotionally, or maturely.

**White House Museum**  
**January 2015**

**Summary of Activities**

The Museum Board met on January 27<sup>th</sup>. The board discussed how they are going to be given a wood-burning stove, which they can use in their kitchen display, and a horse buggy from the early 1900s. The board was not able to have a float in the Christmas Parade this year as the individual heading up that project became ill with the flu. The board discussed other upcoming events where they could promote the museum. They decided that they would look into having a booth at the Discover White House event this year. Additionally, the architect's plans for renovating the building were looked at, but it was decided that the changes were not what the board wanted nor did they feel that the estimated costs were justified. Thus, the board elected to research what the costs might be to then submit to the City Administrator. Also, the board decided to form a committee to create a mission statement and goals/objectives for the museum.

At the budget retreat on January 29<sup>th</sup>, the library director recommended that the city include funds to remodel the old library building into a chamber/visitor/museum center during this year's budget. The project got a matrix score of 9 based on how it will help the community. It will now be up to the Board of Mayor and Alderman to decide if they want to fund this project and how much they are willing to spend to update and possibly change the floor plan.

From October 22, 2014, there have been a total of 56 people who have signed the museum guest book. Of those 56, five have been from out of state. The remaining 51 are from the surrounding areas.

**White House Inn Library & Museum**  
**January 2015**  
**Performance Measures**

**Official Service Area Populations**

2009	2010	2011	2012	2013	2014	2015
12,980	13,316	13,257	13,421	13,386	13,477	**

**January Membership**

**Cumulative Members**

Year	New Members	Updated Members	Total Members	% of Population with Membership
2013	42	2	10,628	80
2014	31	876	8,691	65
2015	46	169	9,208	68

The library's goal is to maintain or exceed total membership from the previous calendar year. In October 2013, the library did a purge of inactive users. Even though about 2,000 users were deleted, our current figure gives a better representation of the number of individuals actually using the library. Additionally, the library is steadily adding new patrons each month, which shows that the library is being used as the city grows.

**Total Material Available:** 27,338

**Estimated Value of Total Materials:** \$683,450

**Last Month:** \$685,800

**Total Materials Available Per Capita:** 2.02

**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 are still adding to the collection.

**Materials Added In January**

**Yearly Material Added**

2011	2012	2013	2014	2015	2011	2012	2013	2014	2015
285	129	252	238	216	3,036	2,671	4,108	3,488	216

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 January**

**Cumulative Physical Items Check Out**

2011	2012	2013	2014	2015	2011	2012	2013	2014	2015
5,334	4,444	3,318	3,057	3,846	63,395	51,116	47,160	47,509	3,846

The library's goal is to maintain or exceed the state standard of every item checking out 2.5 times a year. The library managed to slightly increase the number of items it checked out in 2014 compared to 2013. Even with this increase, library only circulated each item 1.7 times which is below the 2.5 State standards. However, the number of digital item check outs is increasing, which helps to make up the difference in print circulation.

**Kids Programs**

**Yearly Totals**

January	Kids Sessions	Kids Attendance		Kids Sessions	Kids Attendance
2011	10	209		91	2,805
2012	10	162		76	2,232
2013	9	173		92	2,193
2014	10	112		109	2,225
2015	9	95		9	95

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. Additionally, the library strives to hold educational, thought provoking, and social programs that will be beneficial to individuals. In January, 8 early literacy programs were held. During these programs, children got to dance to music, which helps teach them rhythm skills, in addition to listening to stories, which improves their vocabulary, imagination, and listening skills. Children also got to create fish, owls, airplanes, and race cars using foam shapes, which not only helps them to learn their shapes, but also their ability to follow directions.

**White House Inn Library & Museum  
January 2015**

**Performance Measures**

January	Teen Sessions	Teen Attendance		Teen Sessions	Teen Attendance
2011	0	0		0	0
2012	0	0		4	31
2013	0	0		7	35
2014	0	0		14	100
2015	0	0		0	0

The library had a teen program many years ago, but with the advent of the Internet, online gaming, social networking, etc., teen programs were abandoned. However, the library has decided to try to hold programs for this age group. The library has had some success with teen programs and hopes to hold teen programs on a regular schedule once in the new library if they prove successful.

Yearly Totals	Adult Sessions	Adult Attendance		Adult Sessions	Adult Attendance
2011	1	7		14	217
2012	1	10		16	245
2013	1	9		11	107
2014	1	7		15	243
2015	1	5		1	5

Currently, the library has one book club for adults and our annual Christmas Open House. The library hopes to expand its programs for this age group through more discussions groups and activity clubs such as knitting and music, which will teach individuals new skills and allow them to socialize with those who share a common hobby.

**Volunteers: 9     Hours: 74.17**

**January Computer Users**

**Yearly Computer Users**

	2011	2012	2013	2014	2015		2011	2012	2013	2014	2015
<b>Wireless</b>	***	***	98	79	62		***	***	1,071	1,315	62
<b>Internet Computers</b>	598	436	339	265	385		5,983	4,282	3,791	3,743	385
<b>Kids Computers</b>	234	340	186	94	115		3,244	2,874	1,691	1,478	115

The library's goal is to stay current with technological needs in the community by observing technology's use and making changes to increase usage. As the number of WI-FI users is increasing, the library hopes to add more wireless access points to make its connection range greater and speed faster once at the new building.

**Services Provided by Contracting with State**

**December Interlibrary Loan Services**

**Yearly Interlibrary Loan Services**

	2011	2012	2013	2014	2015		2011	2012	2013	2014	2015
<b>Borrowed</b>	20	32	35	19	19		337	362	136	271	19
<b>Loaned</b>	7	12	5	17	43		64	100	165	411	43

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	2,032
<b>Audios</b>	1,717	2,501	2,521	1,391

The goal of the R.E.A.D.S. program is to provide books in an electronic version for patrons across the entire state of Tennessee. The library promotes this program a great deal as it is a free service to our patrons and provides them another means of access to books.

*\* 2015 numbers will continue to be obtained and increase as the year continues.*

**CITY COURT REPORT**

**JANUARY 2015**

**CITATIONS**

TOTAL MONIES COLLECTED FOR THE MONTH \$8,922.50  
**TOTAL MONIES COLLECTED YTD \$77,538.40**

**STATE FINES**

TOTAL MONIES COLLECTED FOR MONTH \$1,456.47  
**TOTAL MONIES COLLECTED YTD \$9,351.83**

TOTAL REVENUE FOR MONTH \$10,378.97  
**TOTAL REVENUE YTD \$86,890.23**

**DISBURSEMENTS**

LITIGATION TAX \$634.00  
DOS/DOH FINES & FEES \$456.00  
DOS TITLE & REGISTRATION \$232.75  
RESTITUTION/REFUNDS \$0.00  
TBI-EXPUNGEMENT/FEES \$0.00  
CASH BOND \$0.00  
WORTHLESS CHECKS \$0.00  
TOTAL DISBURSEMENTS FOR MONTH \$1,322.75  
**TOTAL DISBURSEMENTS YTD \$12,170.68**

ADJUSTED REVENUE FOR MONTH \$9,056.22  
**TOTAL ADJUSTED REVENUE YTD \$74,719.55**

**DRUG FUND**

DRUG FUND DONATIONS FOR MONTH \$308.75  
**DRUG FUND DONATIONS YTD \$1,828.75**

<b>Disposition</b>	<b>Jan 2015</b>	<b>Dec 2014</b>	<b>Nov 2014</b>
Ticket Paid in Full – Prior to Court	53	55	50
Guilty as Charged	15	16	13
Dismissal	18	13	12
Dismissed upon presentation of insurance	43	28	42
Not Guilty	0	1	0
Dismissed to Traffic School	0	23	0
Dismissed with Costs and Fines	33	28	25
Dismissed with Costs	31	18	26
Dismissed with Fine	0	0	0
Case Transferred to County	0	0	0
Dismissed with Public Service	0	0	0
<b>Total</b>	<b>193</b>	<b>182</b>	<b>168</b>

110	General Fund	Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Actual	
								58.33%
<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	(1,371,028.15)	69.18 %	165,148.50	(201,562.57)
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	(11,729.82)	20.95 %	4,666.67	(4,414.87)
31212		Property Tax Delinquent 2nd Year		16,000.00	(3,764.00)	23.53 %	1,333.33	0.00
31213		Property Tax Delinquent 3rd Year		6,000.00	(5,098.00)	84.97 %	500.00	(577.00)
31214		Property Tax Delinquent 4th Year		3,000.00	(1,273.00)	42.43 %	250.00	(256.00)
31215		Property Tax Delinquent 5th Year		3,000.00	(2,675.00)	89.17 %	250.00	(172.00)
31216		Property Tax Delinquent 6th Year		800.00	(3,073.00)	384.13 %	66.67	(1,254.00)
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	(17,149.77)	61.25 %	2,333.33	(2,541.99)
31513		Payment In Lieu Of Tax -Sewer		112,385.00	(65,557.94)	58.33 %	9,365.42	(9,365.42)
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	(1,387,072.38)	61.65 %	187,500.00	(374,935.09)
31709		Beer And Liquor Local Priv Tax		6,500.00	(4,304.15)	66.22 %	541.67	(3,950.00)
31710		Wholesale Beer Tax		265,000.00	(173,138.78)	65.34 %	22,083.33	(25,480.23)
31800		Business Taxes		140,000.00	(23,768.72)	16.98 %	11,666.67	(10,063.98)
31911		Natural Gas Franchise Tax		106,000.00	(145,795.98)	137.54 %	8,833.33	(8,073.00)
31912		Cable TV Franchise Tax		113,000.00	(62,567.71)	55.37 %	9,416.67	0.00
31960		Special Assessment - Liens		1,200.00	(210.00)	17.50 %	100.00	0.00
31980		Mixed Drink Taxes		11,000.00	(6,419.07)	58.36 %	916.67	(778.25)
32090		Peddler Permit		50.00	0.00	0.00 %	4.17	0.00
32209		Beer And Liquor License Application		2,300.00	(1,050.00)	45.65 %	191.67	(250.00)

110	General Fund	Account	Description	Year-To-Date		Monthly Comparative:		% of Avg	
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth		Actual
32610		Building Permits		30,000.00	(46,267.50)	154.23 %	2,500.00	(11,082.00)	443.28 %
32690		Other Permits		50.00	0.00	0.00 %	4.17	0.00	0.00 %
32710		Sign Permits		1,100.00	(700.00)	63.64 %	91.67	0.00	0.00 %
33100		Federal Grants		1,227,798.00	(395,937.10)	32.25 %	102,316.50	(45,129.50)	44.11 %
33320		Tva Payments In Lieu Of Taxes		113,420.00	(75,805.58)	66.84 %	9,451.67	(29,714.28)	314.38 %
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	(441,032.92)	59.32 %	61,957.33	(61,613.58)	99.45 %
33520		State Income Tax		23,000.00	(24,316.81)	105.73 %	1,916.67	(82.93)	4.33 %
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	(12,211.97)	58.09 %	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	(3,392.55)	113.09 %	250.00	(398.48)	159.39 %
34740		Parks And Rec League Fees		74,000.00	(56,021.71)	75.71 %	6,166.67	(2,513.60)	40.76 %
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	(4,956.01)	66.08 %	625.00	(597.04)	95.53 %
34793		Community Center Fees		13,000.00	(9,918.49)	76.30 %	1,083.33	(1,893.75)	174.81 %
34900		Other Charges For Services		9,500.00	(4,316.50)	45.44 %	791.67	(617.00)	77.94 %
35110		City Court Fines And Costs		145,000.00	(75,586.30)	52.13 %	12,083.33	(9,076.22)	75.11 %
35130		Impoundment Charges		250.00	0.00	0.00 %	20.83	0.00	0.00 %
36000		Other Revenues		6,000.00	(14,437.24)	240.62 %	500.00	(126.80)	25.36 %
36100		Interest Earnings		5,200.00	(2,112.58)	40.63 %	433.33	(460.16)	106.19 %

1.10	General Fund	Account	Description	Year-To-Date			Monthly Comparative:		
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
36210		Rent		17,500.00	(4,879.34)	27.88 %	1,458.33	(906.34)	62.15 %
36330		Sale Of Equipment		0.00	(191.35)	0.00 %	0.00	(176.35)	0.00 %
36350		Insurance Recoveries		0.00	(7,933.54)	0.00 %	0.00	0.00	0.00 %
36430		Tax Refunds (Overpayments)		0.00	(27.30)	0.00 %	0.00	3,393.00	0.00 %
36450		Parks Concessions		14,000.00	(1,140.00)	8.14 %	1,166.67	(140.00)	12.00 %
36700		Contri And Donation From Private		200,000.00	(2,252.51)	1.13 %	16,666.67	(736.73)	4.42 %
36920		Sale Of Bonds		2,866,164.00	(1,116,934.13)	38.97 %	238,847.00	(175,000.00)	73.27 %
		<b>Total Revenues</b>		<b>10,895,975.00</b>	<b>(5,599,682.36)</b>	<b>51.39 %</b>	<b>907,997.92</b>	<b>(982,289.95)</b>	<b>108.18 %</b>
		<b>Expenditures</b>							
41000		General Government		(410,861.00)	257,291.35	62.62 %	(34,238.42)	28,959.24	84.58 %
41210		City Court		(78,164.00)	47,530.35	60.81 %	(6,513.67)	5,605.78	86.06 %
41500		Financial Administration		(368,506.00)	174,312.23	47.30 %	(30,708.83)	16,229.94	52.85 %
41650		Human Resources		(143,996.00)	88,406.43	61.40 %	(11,999.67)	12,782.77	106.53 %
41670		Engineering		(884,520.00)	638,900.67	72.23 %	(73,710.00)	36,012.03	48.86 %
41700		Planning And Zoning		(288,420.00)	152,409.14	52.84 %	(24,035.00)	22,184.82	92.30 %
41800		General Government Buildings		(264,227.00)	57,061.54	21.60 %	(22,018.92)	4,682.36	21.27 %
41921		Special Events		(4,000.00)	2,247.28	56.18 %	(333.33)	(100.00)	-30.00 %
42100		Police Patrol		(1,288,116.00)	706,136.96	54.82 %	(107,343.00)	97,457.97	90.79 %
42120		Police Support Services		(274,125.00)	161,925.34	59.07 %	(22,843.75)	27,437.59	120.11 %
42150		Police Administration		(206,539.00)	137,333.46	66.49 %	(17,211.58)	15,631.83	90.82 %
42151		Communications Services		(220,000.00)	184,246.56	83.75 %	(18,333.33)	0.00	0.00 %
42200		Fire Protection And Control		(2,307,800.00)	1,330,428.03	57.65 %	(192,316.67)	97,359.28	50.62 %
42210		Fire Administration And Inspection		(287,308.00)	170,735.31	59.43 %	(23,942.33)	22,726.43	94.92 %
43000		Public Works		(775,336.00)	539,374.17	69.57 %	(64,611.33)	36,076.71	55.84 %



120	Industrial Development Fund	Account	Description	Year-To-Date		Monthly Comparative:		Month-To-Date	Actual	% of Avg
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth			
<b>Revenues</b>										
33800			Local Revenue Allocations	47,000.00	(48,544.48)	103.29 %	3,916.67	0.00	0.00 %	
36100			Interest Earnings	80.00	(87.89)	109.86 %	6.67	(10.81)	162.15 %	
			<b>Total Revenues</b>	<b>47,080.00</b>	<b>(48,632.37)</b>	<b>103.30 %</b>	<b>3,923.33</b>	<b>(10.81)</b>	<b>0.28 %</b>	
<b>Expenditures</b>										
48000			Economic Opportunity	(50,300.00)	31,426.49	62.48 %	(4,191.67)	1,100.00	26.24 %	
			<b>Total Expenditures</b>	<b>(50,300.00)</b>	<b>31,426.49</b>	<b>62.48 %</b>	<b>(4,191.67)</b>	<b>1,100.00</b>	<b>26.24 %</b>	
<b>Total</b>	<b>120</b>		Industrial Development Fund	<b>(3,220.00)</b>	<b>(17,205.88)</b>	<b>-534.34 %</b>	<b>(268.33)</b>	<b>1,089.19</b>	<b>405.91 %</b>	

121	State Street Aid Fund	Account	Description	Year-To-Date		Monthly Comparative:				
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg	
		<b>Revenues</b>								58.33%
33551		State Gasoline And Motor Fuel Tax		274,321.00	(161,265.31)	58.79 %	22,860.08	(23,370.68)		102.23 %
36100		Interest Earnings		50.00	(52.86)	105.72 %	4.17	(6.95)		166.80 %
		<b>Total Revenues</b>		<b>274,371.00</b>	<b>(161,318.17)</b>	<b>58.80 %</b>	<b>22,864.25</b>	<b>(23,377.63)</b>		<b>102.25 %</b>
		<b>Expenditures</b>								
43100		Highways And Streets		(263,000.00)	211,550.33	80.44 %	(21,916.67)	10,968.87		50.05 %
		<b>Total Expenditures</b>		<b>(263,000.00)</b>	<b>211,550.33</b>	<b>80.44 %</b>	<b>(21,916.67)</b>	<b>10,968.87</b>		<b>50.05 %</b>
<b>Total</b>	<b>121</b>	State Street Aid Fund		<b>11,371.00</b>	<b>50,232.16</b>	<b>-441.76 %</b>	<b>947.58</b>	<b>(12,408.76)</b>		<b>1,309.52</b>

122	Parks Sales Tax Fund	Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Actual	
		<b>Revenues</b>						58.33%
36100		Interest Earnings		(58.62)	20.94 %	23.33	(12.40)	53.14 %
36425		Parks Sales Tax Receipts	78,000.00	(45,981.21)	58.95 %	6,500.00	(6,148.13)	94.59 %
		<b>Total Revenues</b>	<b>78,280.00</b>	<b>(46,039.83)</b>	<b>58.81 %</b>	<b>6,523.33</b>	<b>(6,160.53)</b>	<b>94.44 %</b>
		<b>Expenditures</b>						
49000		Debt Service	(133,284.00)	14,330.32	10.75 %	(11,107.00)	0.00	0.00 %
		<b>Total Expenditures</b>	<b>(133,284.00)</b>	<b>14,330.32</b>	<b>10.75 %</b>	<b>(11,107.00)</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Total</b>	<b>122</b>	Parks Sales Tax Fund	<b>(55,004.00)</b>	<b>(31,709.51)</b>	<b>-57.65 %</b>	<b>(4,583.67)</b>	<b>(6,160.53)</b>	<b>-134.40</b>



124	Impact Fees	Monthly Comparative:					58.33%
		Year-To-Date		Month-To-Date		Estimate Avg/Mth	
Account	Description	Budget Estimate	Actual	% of Budget	Actual		% of Avg
<b>Revenues</b>							
36100	Interest Earnings	350.00	(80.43)	22.98 %	29.17	(9.70)	33.26 %
36421	Roads Impact Fees	2,800.00	(7,733.74)	276.21 %	233.33	(261.68)	112.15 %
36422	Parks Impact Fees	1,600.00	(1,421.60)	88.85 %	133.33	(158.40)	118.80 %
36423	Police Impact Fees	2,100.00	(2,707.75)	128.94 %	175.00	(241.76)	138.15 %
36424	Fire Impact Fees	1,400.00	(1,746.40)	124.74 %	116.67	(160.02)	137.16 %
<b>Total Revenues</b>		<b>8,250.00</b>	<b>(13,689.92)</b>	<b>165.94 %</b>	<b>687.50</b>	<b>(831.56)</b>	<b>120.95 %</b>
<b>Expenditures</b>							
51010	Roads Impact Fees	(129,130.00)	122,359.00	94.76 %	(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 Expenditures</b>		<b>(165,835.00)</b>	<b>144,422.56</b>	<b>87.09 %</b>	<b>(13,819.58)</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Total 124</b>	<b>Impact Fees</b>	<b>(157,585.00)</b>	<b>130,732.64</b>	<b>82.96 %</b>	<b>(13,132.08)</b>	<b>(831.56)</b>	<b>-6.33 %</b>

Account	Description	Year-To-Date		Monthly Comparative:			
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
140	Police Drug Fund						58.33%
<b>Revenues</b>							
31610	Local Sales Tax - Co. Trustee	550.00	(225.00)	40.91 %	45.83	(175.00)	381.82 %
35130	Impoundment Charges	100.00	(140.00)	140.00 %	8.33	0.00	0.00 %
35140	Drug Related Fines	7,800.00	(1,828.75)	23.45 %	650.00	(308.75)	47.50 %
36100	Interest Earnings	65.00	(24.73)	38.05 %	5.42	(3.34)	61.66 %
	<b>Total Revenues</b>	<b>8,515.00</b>	<b>(2,218.48)</b>	<b>26.05 %</b>	<b>709.58</b>	<b>(487.09)</b>	<b>68.64 %</b>
<b>Expenditures</b>							
42129	Drug Investigation And Control	(6,833.00)	3,907.52	57.19 %	(569.42)	0.00	0.00 %
	<b>Total Expenditures</b>	<b>(6,833.00)</b>	<b>3,907.52</b>	<b>57.19 %</b>	<b>(569.42)</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Total 140</b>	<b>Police Drug Fund</b>	<b>1,682.00</b>	<b>1,689.04</b>	<b>-100.42 %</b>	<b>140.17</b>	<b>(487.09)</b>	<b>347.51 %</b>

200	Debt Service Fund (General)	Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Actual	
		<b>Revenues</b>						58.33%
31110		Real & Personal Property Tax		(457,183.38)	56.51 %	67,416.67	(67,187.52)	99.66 %
36000		Other Revenues	0.00	(7,420.90)	0.00 %	0.00	0.00	0.00 %
36100		Interest Earnings	250.00	(78.99)	31.60 %	20.83	(16.11)	77.33 %
		<b>Total Revenues</b>	<b>809,250.00</b>	<b>(464,683.27)</b>	<b>57.42 %</b>	<b>67,437.50</b>	<b>(67,203.63)</b>	<b>99.65 %</b>
		<b>Expenditures</b>						
49000		Debt Service	(769,119.00)	145,394.19	18.90 %	(64,093.25)	652.50	1.02 %
		<b>Total Expenditures</b>	<b>(769,119.00)</b>	<b>145,394.19</b>	<b>18.90 %</b>	<b>(64,093.25)</b>	<b>652.50</b>	<b>1.02 %</b>
<b>Total</b>	<b>200</b>	Debt Service Fund (General)	<b>40,131.00</b>	<b>(319,289.08)</b>	<b>795.62 %</b>	<b>3,344.25</b>	<b>(66,551.13)</b>	<b>1,990.02</b>

412 Sewer Fund	Account	Description	Year-To-Date		Monthly Comparative:					
			Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg		
	<b>Revenues</b>									
	36000	Other Revenues	15,000.00	(904.99)	6.03 %	1,250.00	0.00	0.00 %		58.33%
	36100	Interest Earnings	2,700.00	(1,546.87)	57.29 %	225.00	(303.21)	134.76 %		
	36330	Sale Of Equipment	0.00	(49.00)	0.00 %	0.00	(25.00)	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	(1,979,321.00)	41.07 %	401,664.08	(164,778.00)	41.02 %		
	37210	Application Fees	26,000.00	(13,000.00)	50.00 %	2,166.67	(1,500.00)	69.23 %		
	37220	Administrative Fees	10,000.00	(7,665.00)	76.65 %	833.33	(100.00)	12.00 %		
	37230	Sewer User Fees	2,516,000.00	(1,540,761.30)	61.24 %	209,666.67	(202,316.74)	96.49 %		
	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	(105,720.00)	25.66 %	34,333.33	(15,000.00)	43.69 %		
	37499	Commitment Fees	0.00	(5,100.00)	0.00 %	0.00	(900.00)	0.00 %		
	37995	Connection Fees	5,000.00	(5,100.00)	102.00 %	416.67	(900.00)	216.00 %		
	<b>Total</b>	<b>Revenues</b>	<b>7,841,669.00</b>	<b>(3,690,835.83)</b>	<b>47.07 %</b>	<b>653,472.42</b>	<b>(385,822.95)</b>	<b>59.04 %</b>		
	<b>Expenditures</b>									
	49000	Debt Service	(704,397.00)	106,655.27	15.14 %	(58,699.75)	25,549.89	43.53 %		
	52114	Transmission And Distribution	0.00	0.00	0.00 %	0.00	0.00	0.00 %		
	52117	Administration And General Expenses	(712,152.00)	329,527.83	46.27 %	(59,346.00)	29,375.32	49.50 %		
	52210	Collection	(4,601,095.00)	3,049,639.40	66.28 %	(383,424.58)	96,647.64	25.21 %		
	52213	Sewer Treatment And Disposal	(2,185,715.00)	335,363.20	15.34 %	(182,142.92)	140,181.00	76.96 %		
	52223	Depreciation	(717,624.00)	418,614.00	58.33 %	(59,802.00)	59,802.00	100.00 %		
	<b>Total</b>	<b>Expenditures</b>	<b>(8,920,983.00)</b>	<b>4,239,799.70</b>	<b>47.53 %</b>	<b>(743,415.25)</b>	<b>351,555.85</b>	<b>47.29 %</b>		
<b>Total</b>	<b>412</b>	<b>Sewer Fund</b>	<b>(1,079,314.00)</b>	<b>548,963.87</b>	<b>50.86 %</b>	<b>(89,942.83)</b>	<b>(34,267.10)</b>	<b>-38.10 %</b>		

Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Month-To-Date Actual	
<b>416</b>	Healthcare Fund					58.33%
<b>Revenues</b>						
36100	Interest Earnings	290.00	(115.92)	24.17	(21.36)	88.39 %
36960	Operating Transfer In From Other	47,000.00	(36,897.74)	3,916.67	(5,628.86)	143.72 %
	<b>Total Revenues</b>	<b>47,290.00</b>	<b>(37,013.66)</b>	<b>3,940.83</b>	<b>(5,650.22)</b>	<b>143.38 %</b>
<b>Expenditures</b>						
51520	Insurance Employers Share	(68,500.00)	36,454.12	(5,708.33)	5,636.37	98.74 %
	<b>Total Expenditures</b>	<b>(68,500.00)</b>	<b>36,454.12</b>	<b>(5,708.33)</b>	<b>5,636.37</b>	<b>98.74 %</b>
<b>Total 416</b>	Healthcare Fund	<b>(21,210.00)</b>	<b>(559.54)</b>	<b>(1,767.50)</b>	<b>(13.85)</b>	<b>-0.78 %</b>

Account	Description	Monthly Comparative:			
		Budget Estimate	Year-To-Date Actual	% of Budget	Estimate Avg/Mth
<b>417</b>	Stormwater Utility				58.33%
<b>Revenues</b>					
34124	Stormwater Utility Fee	50,000.00	0.00	0.00 %	4,166.67
36100	Interest Earnings	250.00	0.00	0.00 %	20.83
	<b>Total Revenues</b>	<b>50,250.00</b>	<b>0.00</b>	<b>0.00 %</b>	<b>4,187.50</b>
<b>Expenditures</b>					
51530	Stormwater Administration	(3,500.00)	0.00	0.00 %	(291.67)
	<b>Total Expenditures</b>	<b>(3,500.00)</b>	<b>0.00</b>	<b>0.00 %</b>	<b>(291.67)</b>
<b>Total</b>	<b>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:		% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Actual	
<b>Revenues</b>								
34110		General Services	2,300.00	(1,716.00)	74.61 %	191.67	0.00	0.00 %
34321		Cemetery Burial Charges	900.00	(500.00)	55.56 %	75.00	(500.00)	666.67 %
34323		Grave - Opening And Closing Fees	18,000.00	(8,900.00)	49.44 %	1,500.00	(1,500.00)	100.00 %
36100		Interest Earnings	250.00	(110.06)	44.02 %	20.83	(17.97)	86.26 %
36340		Sale Of Cemetery Lots	6,000.00	(11,250.00)	187.50 %	500.00	0.00	0.00 %
<b>Total Revenues</b>			<b>27,450.00</b>	<b>(22,476.06)</b>	<b>81.88 %</b>	<b>2,287.50</b>	<b>(2,017.97)</b>	<b>88.22 %</b>
<b>Expenditures</b>								
43400		Cemeteries	(42,426.00)	34,146.85	80.49 %	(3,535.50)	110.05	3.11 %
<b>Total Expenditures</b>			<b>(42,426.00)</b>	<b>34,146.85</b>	<b>80.49 %</b>	<b>(3,535.50)</b>	<b>110.05</b>	<b>3.11 %</b>
<b>Total</b>	<b>433</b>	Hillcrest City Cemetery	<b>(14,976.00)</b>	<b>11,670.79</b>	<b>77.93 %</b>	<b>(1,248.00)</b>	<b>(1,907.92)</b>	<b>-152.88</b>

RESOLUTIONS....

*February 12, 2015*

**MEMORANDUM**

To: Board of Mayor and Aldermen  
From: Jason Barnes, Finance Director  
Re: RECOMMENDATION FOR REFUNDING OPPORTUNITY

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Our financial advisor, Rick Dulaney of Raymond James, advised Jerry and me in January of an opportunity to refund some existing debt. We currently have a General Obligation Refunding Bond from 2008 with a balance of \$3,444,791 financed at a rate of 4.599%. Also we have a General Obligation Bond from 2009 with a balance of \$1,084,812 financed at a rate of 2.94%. The proposal is to combine these two bonds and could result in an average annual savings of \$22,459, and an aggregate savings of \$293,599. The refunding does not extend the life of the bonds and shortens the life of the longer bond (2008) by one year. With assistance from Raymond James, I submitted a refunding plan to the Comptroller's Office. We anticipate to receive approval on that refunding plan before the February 19 Board of Mayor and Aldermen meeting and a copy of that approval will be provided before the meeting.

Board approval of the resolution authorizing the refunding is recommended.

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

**RESOLUTION 15-01**

**A RESOLUTION (I) AUTHORIZING THE ISSUANCE OF NOT TO EXCEED THREE MILLION NINE HUNDRED THOUSAND DOLLARS (\$3,900,000) IN AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF WHITE HOUSE, TENNESSEE; (II) MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; (III) ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND (IV) PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.**

WHEREAS, pursuant to authority granted by Sections 9-21-101, *et seq.*, Tennessee Code Annotated, as amended, the Municipality issued its General Obligation Refunding Bonds, Series 2008, dated December 18, 2008, maturing June 1, 2015 through June 1, 2018, inclusive, and on June 1, 2020, June 1, 2023, June 1, 2026, and on June 1, 2029 (the "Series 2008 Bonds"), and its General Obligation Bonds, Series 2009, dated December 10, 2009, maturing June 1, 2015 through June 1, 2022, inclusive (the "Series 2009 Bonds" and collectively with the Series 2008 Bonds, the "Outstanding Bonds"); and

WHEREAS, under the provisions of Section 9-21-101 *et seq.*, Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said municipalities to refund, redeem or make principal and interest payments on bonds or other obligations previously issued by said municipalities; and

WHEREAS, the plan of refunding for the Outstanding Bonds and request for approval of balloon indebtedness have been submitted to the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and Section 9-21-134, Tennessee Code Annotated, respectively, and the State Director has acknowledged receipt thereof and reported thereon to the Municipality, which report and approval are attached hereto as Exhibit A; and

WHEREAS, the Board of Mayor and Aldermen of the Municipality hereby determines that it is necessary and advisable to refund all or a portion of the Outstanding Bonds by the issuance of general obligation refunding bonds; and

WHEREAS, it is the intention of the Board of Mayor and Aldermen of the Municipality to adopt this Resolution for the purpose of authorizing not to exceed \$3,900,000 in aggregate principal amount of its general obligation refunding bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 *et seq.*, and 9-21-901 *et seq.*, Tennessee Code Annotated, as amended, and other applicable provisions of law.

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

(a) "Bonds" shall mean not to exceed \$3,900,000 in aggregate principal amount of General Obligation Refunding Bonds of the Municipality, to be dated their date of issuance, having such series designation and such other dated date as the Mayor shall determine pursuant to Section 8 hereof;

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

(c) "City Administrator" means the City Administrator of the Municipality;

(d) "City Recorder" means the City Recorder of the Municipality;

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

(e) "Debt Management Policy" means the Debt Policy approved by the Governing Body;

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

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

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

(h) "Escrow Agent" means Regions Bank as the escrow agent under the Refunding Escrow Agreement;

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

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

(k) "Mayor" means the Mayor of the Municipality;

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

(m) "Outstanding Bonds" shall have the meaning assigned to it in the preamble;

(n) "Refunded Bonds" mean the maturities and portions of maturities of the Outstanding Bonds designated for refunding pursuant to Section 8 hereof;

(o) "Refunding Escrow Agreement" means the Refunding Escrow Agreement, dated as of the date of the Bonds, between the Municipality and the Refunding Escrow Agent, in substantially the form of the document attached hereto as Exhibit C, subject to such changes thereto as shall be permitted by the terms of this resolution; and

(p) "Registration Agent" means Regions Bank, Nashville, Tennessee, as registration and paying agent for the Bonds, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) The Governing Body makes the following findings with respect to the issuance and sale of the Bonds and the Municipality's Debt Management Policy: (i) the issuance of the Bonds to refund the Outstanding Bonds is advisable because it will result in the reduction in debt service payable by the Municipality over the term of the Outstanding Bonds; (ii) the refunding of the Series 2008 Bonds will result in at least 3% net present value debt service savings; (iii) the optional redemption provisions described herein are approved; and (iv) the term of the refunding bonds is within the original term of the Outstanding Bonds.

(b) The refunding report and approval of balloon indebtedness of the State Director have been presented to the members of the Governing Body in connection with their consideration of this resolution and are attached hereto as Exhibit A. The estimated proposed amortization of the Bonds and estimated costs of issuance are attached hereto as Exhibit B. The foregoing estimates are subject to change pursuant to Section 8 hereof.

(c) It is advantageous to the Municipality to deposit proceeds from the sale of the Bonds and other funds of the Municipality, if any, with the Escrow Agent pursuant to the Refunding Escrow Agreement which, together with investment income thereon, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds.

Section 4. Authorization and Terms of the Bonds. (a) For the purpose of providing funds to refund the Refunded Bonds and to pay all or a portion of the costs of issuance and sale of the Bonds, there is hereby authorized to be issued General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$3,900,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "General Obligation Refunding Bonds" and shall be dated their date of issuance, having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest at a rate or rates not exceeding the maximum interest rate permitted by applicable law at the time of sale of the Bonds or any emission thereof, payable semi-annually on June 1 and December 1 in each year, commencing June 1, 2015. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on June 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2015 through 2028, inclusive. Attached hereto as Exhibit B is a preliminary debt service estimate of the amortization of the Bonds; provided, however, such amortization may be adjusted in accordance with Section 8 hereof.

(b) Subject to adjustments permitted in Section 8 hereof, Bonds maturing on or before June 1, 2025 shall mature without option of prior redemption and Bonds maturing June 1, 2026 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2025 and thereafter, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.

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

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

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

(c) Pursuant to Section 8 hereof, the Mayor of the Municipality is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor of the Municipality. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 10 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 10 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

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

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the Municipality not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter

notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

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

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed

payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

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

(j) Except as otherwise provided in this subsection and in Section 8 hereof, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or

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

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

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the Municipality shall discontinue the Book-Entry System with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

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

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect

to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, teletype or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

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

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

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED  
Number \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTIES OF ROBERTSON AND SUMNER  
CITY OF WHITE HOUSE  
GENERAL OBLIGATION REFUNDING BOND,  
SERIES \_\_\_\_\_

Interest Rate:

Maturity Date:

Date of Bond:  
\_\_\_\_\_, 201\_\_

CUSIP No.:

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, the City of White House, a municipal corporation lawfully organized and existing in Sumner County and Robertson County, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [June 1, 2015], and semi-annually thereafter on the first day of [June and December] in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the principal corporate trust office of Regions Bank, Nashville, Tennessee, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

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

shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on or before June 1, 2025 shall mature without option of prior redemption and Bonds maturing June 1, 2026 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2025 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

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

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

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

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

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

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

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the Municipality for the purpose of providing funds to (a) refund the Municipality's outstanding General Obligation Refunding Bonds, Series 2008, dated December 18, 2008, maturing June 1, 2015 through June 1, 2018, inclusive, and on June 1, 2020, June 1, 2023, June 1, 2026, and on June 1, 2029 (the "Series 2008 Bonds"), and its General Obligation Bonds, Series 2009, dated December 10, 2009, maturing June 1, 2015 through June 1, 2022, inclusive; and (b) pay the costs of issuance and sale of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 *et seq.*, Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of Mayor and Aldermen of the Municipality on February 19, 2015

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

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

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

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

CITY OF WHITE HOUSE, TENNESSEE

BY: \_\_\_\_\_  
Mayor

(SEAL)

ATTESTED:

\_\_\_\_\_  
City Recorder

Transferable and payable at the  
principal corporate trust office of:

Regions Bank  
Nashville, Tennessee

Date of Registration: \_\_\_\_\_

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

REGIONS BANK  
Registration Agent

By: \_\_\_\_\_  
Authorized Representative

FORM OF ASSIGNMENT

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

Dated: \_\_\_\_\_

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

Signature guaranteed:

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

*[End of Bond Form]*

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

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

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

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

(2) to designate the series of the Bonds;

(3) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the Municipality and results in the greatest cost savings for the Municipality, to cause to be sold less than the principal amount authorized herein and to refund all or any portion of any series or maturities of the Outstanding Bonds;

(4) to adjust the principal and interest payment dates and maturity amounts of the Bonds or any series thereof, provided (i) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (ii) the final maturity of the Bonds does not exceed the end of the fiscal year of the final maturity of the Refunded Bonds refunded by such series;

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

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

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth

herein and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

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

(d) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds do not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Bonds or any series thereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

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

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

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

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

(b) an amount which, together with investment earnings thereon and legally available funds of the Municipality, if any, will be sufficient to pay principal of and interest on the Refunded Bonds, shall be (i) transferred to the Escrow Agent under the Refunding Escrow Agreement, in the form acceptable to the Mayor and City Recorder, or either of them, to be deposited to the escrow fund established thereunder to be held and applied as provided therein; or (ii) if the Bonds are issued within the period for distributing

notices of redemption for the Refunded Bonds, then proceeds of Bonds may be deposited with the paying agent for the Refunded Bonds; and

(c) the remainder of the proceeds of the sale of the Bonds shall be used to pay costs of issuance of the Bonds and if not needed for such purpose, shall used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

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

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

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

Section 11. Refunding Escrow Agreement. With respect to each emission of Bonds, for the purpose of providing for the payment of the principal of and premium, if any, and interest on the Refunded Bonds, the Mayor is hereby authorized and directed to execute and the City Recorder to attest on behalf of the Municipality the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase government securities as provided therein and as permitted by Tennessee Code Annotated, Section 9-21-914; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148(a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit C is hereby in all respects approved and the Mayor and the City Recorder are hereby authorized and directed to execute and deliver same on behalf of the Municipality in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and the City Recorder, their execution thereof to constitute conclusive evidence of their approval of all such changes, including modifications to the Refunding Escrow Agreement. The Escrow Agent is hereby authorized and directed to hold and administer all funds

deposited in trust for the payment when due of principal of and premium, if any, and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Notice of Redemption and Intention to Issue Refunding Bonds. (a) Prior to the issuance of the Bonds, or any series thereof, if required, notice of the Municipality's intention to refund the Refunded Bonds, shall be given by the registration agent for the Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Bonds. Such notice shall be in the form consistent with applicable law. The Mayor, the City Administrator and the City Recorder, or any of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the Municipality in accordance with this Section.

(b) The Mayor, the City Administrator and the City Recorder, or any of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Bonds at their earliest possible redemption date, including the giving of and publication of any redemption notice as required by the resolution authorizing the issuance of the Refunded Bonds or to cause such notice and publication to be given.

Section 13. Federal Tax Matters Related to the Bonds. (a) The Municipality recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the Municipality agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The Mayor and the City Recorder, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality.

(b) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the Municipality's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 14. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

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

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

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

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

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

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

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

with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Qualified Tax-Exempt Obligations. The Governing Body hereby authorizes the Mayor and the City Recorder, or either of them, to designate any series of Bonds as “qualified tax-exempt obligations”, to the extent they may be so designated or are not “deemed designated”, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

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

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

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

Adopted and approved this 19<sup>h</sup> day of February, 2015.

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Mayor

ATTEST:

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City Recorder

EXHIBIT A

REPORT ON PLAN OF REFUNDING AND APPROVAL OF INDEBTEDNESS PLAN (IF  
REQUIRED)  
(attached)

**EXHIBIT B**

**ESTIMATED AMORTIZATION SCHEDULE AND COSTS OF ISSUANCE**

**ESTIMATED DEBT SERVICE SCHEDULE**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
06/01/2015	45,000.00	3.000%	36,672.92	81,672.92
06/01/2016	175,000.00	3.000%	150,400.00	325,400.00
06/01/2017	180,000.00	3.000%	145,150.00	325,150.00
06/01/2018	170,000.00	3.000%	139,750.00	309,750.00
06/01/2019	590,000.00	3.000%	194,650.00	724,650.00
06/01/2020	610,000.00	4.000%	116,950.00	726,950.00
06/01/2021	350,000.00	4.000%	92,550.00	442,550.00
06/01/2022	360,000.00	4.000%	78,550.00	438,550.00
06/01/2023	195,000.00	4.000%	64,150.00	259,150.00
06/01/2024	245,000.00	4.000%	56,350.00	301,350.00
06/01/2025	245,000.00	4.000%	46,550.00	291,550.00
06/01/2026	245,000.00	5.000%	36,750.00	281,750.00
06/01/2027	245,000.00	5.000%	24,500.00	269,500.00
06/01/2028	245,000.00	5.000%	12,250.00	257,250.00
<b>Total</b>	<b>\$3,900,000.00</b>	<b>-</b>	<b>\$1,135,222.92</b>	<b>\$5,035,222.92</b>

**ESTIMATED COSTS OF ISSUANCE**

Consistent with the terms of the Issuer's formally adopted Debt Management Policy and in the interest of full transparency, the following disclosure is made with respect to the sale and issuance of the Bonds.

The services, service providers and estimated costs related to the sale and issuance of the Bonds are as follows:

<b><u>Service</u></b>	<b><u>Provider/Other</u></b>	<b><u>Estimated Total<sup>(1)</sup></u></b>
Municipal Advisor (the "Financial Advisor"):	Raymond James & Associates, Inc.	\$29,500
Bond Counsel:	Bass Berry & Sims PLC	13,500
Estimated - Local Counsel:	Webb Sanders PLLC	3,000
Estimated - Rating Agency:	Standard & Poor's	10,500
POS/OS Publication; Dissemination; Legal Advertising; Printing etc.:	I-deal prospectus; TBD contract printer/RJ	2,000
Verification Agent:	Grant Thornton LLP	3,500
Registration, Escrow and Paying Agent:	Regions Corporate Trust	1,300
Other (Estimated):	Miscellaneous	500
<b>Total:</b>		<b>\$63,800</b>

Underwriter's compensation for the Bonds will be determined at the time of the competitive public sale based on actual bids received. Since we are your Municipal Advisor ("Financial Advisor"), Raymond James will not be a bidder. It is estimated that such compensation will be between \$7.50/\$1,000 to \$8.00/\$1,000\* of the final par amount of the Bonds actually issued. We have used the higher number in our pro-forma in order to be conservative.

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

<sup>(1)</sup> Estimated and subject to adjustment and revision based on final timing and invoices, etc.

\* Subject to adjustment and revision based on actual bids received

EXHIBIT C

FORM OF  
REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of White House, Tennessee (the "Municipality"), and Regions Bank, Nashville, Tennessee (the "Agent").

WITNESSETH:

WHEREAS, the Municipality has previously issued its General Obligation Refunding Bonds, Series 2008, dated December 18, 2008, maturing June 1, 2015 through June 1, 2018, inclusive, and on June 1, 2020, June 1, 2023, June 1, 2026 and June 1, 2029 (the "Series 2008 Bonds") and its outstanding General Obligation Bonds, Series 2009, dated December 10, 2009, maturing June 1, 2015 through June 1, 2022, inclusive (the "Series 2009 Bonds" and collectively with the Series 2008 Bonds, the "Outstanding Bonds"); and

WHEREAS, the Municipality has determined to provide for the refinancing of the Outstanding Bonds by depositing in escrow with the Agent funds as herein provided; and

WHEREAS, in order to obtain the funds to be applied as herein provided, the Municipality has authorized and issued its General Obligation Refunding Bonds, Series 2015 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds, together with monies deposited by the Municipality, will be deposited in escrow with the Agent hereunder and applied as herein provided; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of a portion of said Refunding Bond proceeds and other available monies of the Municipality and the application thereof, and to provide for the payment of the debt service on the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

NOW, THEREFORE, the Municipality, in consideration of the foregoing and the mutual covenants herein set forth, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the Municipality in and to \$\_\_\_\_\_ (\$\_\_\_\_\_ derived from the proceeds of the sale of the Bonds).

DIVISION II

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the Municipality or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

### DIVISION III

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Municipality or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

### ARTICLE I

#### DEFINITIONS AND CONSTRUCTION

SECTION 1.01. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Agent” means Regions Bank, Nashville, Tennessee, its successors and assigns.

“Agreement” means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the Municipality and the Agent.

“Escrow Fund” shall have the meaning ascribed to it in Section 2.01 hereof.

“Escrow Property”, “escrow property” or “escrowed property” means the property, rights and interest of the Municipality that are described in Divisions I through III of this Agreement and hereinabove conveyed in escrow to the Agent.

“Municipality” means the White House, Tennessee.

“Outstanding Bonds” has the meaning ascribed to it in the recitals hereto.

“Refunding Bonds” has the meaning ascribed to it in the recitals hereto.

“Written Request” shall mean a request in writing signed by the Mayor of the Municipality or by any other officer or official of the Municipality duly authorized by the Municipality to act in his place.

SECTION 1.02. Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

### ARTICLE II

#### ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.01. Creation of Escrow; Deposit of Funds. The Municipality hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and

hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$\_\_\_\_\_ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.02. Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

(i) the amount of \$\_\_\_\_\_ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(ii) the amount of \$\_\_\_\_\_ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION 2.03. Disposition of Escrow Funds. The Agent shall without further authorization or direction from the Municipality collect the principal on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent or agents, or their successors, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The Municipality represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the Municipality agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the Municipality and this Agreement shall terminate.

SECTION 2.04. Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Municipality.

SECTION 2.05. Reports. The Escrow Agent shall deliver to the City Recorder of the Municipality a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the City Recorder and the Mayor a report current as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during

the immediately preceding fiscal year of the Municipality and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.06. Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Municipality shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the Municipality to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.07. Irrevocable Escrow Created. The deposit of monies in the Escrow Fund shall constitute an irrevocable deposit of said monies for the benefit of the holder of the Outstanding Bonds except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Municipality and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08. Redemption of the Outstanding Bonds. The Outstanding Bonds shall be redeemed as stated on Exhibit C-1 and Exhibit C-2 attached hereto. The Agent is directed and authorized to give notice to the paying agent for the Outstanding Bonds not less than 30 days prior to the stated redemption date of the Outstanding Bonds directing the paying agent bank to give notice to the holders of the Outstanding Bonds as and when required by the resolution authorizing the Outstanding Bonds.

### ARTICLE III

#### CONCERNING THE AGENT

SECTION 3.01. Appointment of Agent. The Municipality hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.02. Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.03. Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Municipality or any paying agent of its obligations, or to protect any of the Municipality's rights under any bond proceedings or any of the Municipality's other contracts with or franchises or privileges from any state, county, municipal or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for

the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the Municipality. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the Municipality in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.04. Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.05. Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.06. Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.07. Payment to Agent. The Municipality agrees to pay the Agent, as reasonable and proper compensation under this Agreement the sum of \$\_\_\_\_\_. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the Municipality agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the payment of debt service of the Outstanding Bonds; provided, however, that, to the extent permitted by applicable law, the Municipality agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this

Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the Municipality and shall not give rise to any claim against the Escrow Fund.

SECTION 3.08. Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Municipality and by giving the holder of the Outstanding Bonds by first-class mail of such resignation. Upon receiving such notice of resignation, the Municipality shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in the City of White House, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.06. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.09. Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.06 hereof and shall fail to resign after written request therefor by the Municipality or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the Municipality may remove the Agent and appoint a successor by resolution of its governing body or any such holder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the Municipality for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.10 hereof.

SECTION 3.10. Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Municipality and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the Municipality or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.07 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder

without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.07 hereof.

#### ARTICLE IV

#### MISCELLANEOUS

SECTION 4.01. Amendments to this Agreement. This Agreement is made for the benefit of the Municipality, the holders from time to time for the Outstanding Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the Municipality; provided, however, that the Municipality and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holder[s] of the Outstanding Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holder of the Outstanding Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Obligations held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The Municipality hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds or Outstanding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, or Outstanding Bonds cause the interest on the Refunding

Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Obligations held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the Municipality.

SECTION 4.02. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.03. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.04. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the Municipality:

White House, Tennessee  
105 College Street  
White House, Tennessee 37188  
Attn: City Administrator

To the Agent:

Regions Bank  
Corporate Trust Department  
150 Fourth Avenue North, 9<sup>th</sup> Floor  
Nashville, Tennessee 37219

The Municipality and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION 4.05. Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.06. Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.07. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

*Signatures on Following Page*

IN WITNESS WHEREOF, the Municipality has caused this Agreement to be signed in its name by its Mayor and attested by its City Recorder and the official seal of the Municipality to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officer, all as of the day and date first above written.

CITY OF WHITE HOUSE, TENNESSEE

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

(SEAL)

By: \_\_\_\_\_  
City Recorder

Regions Bank  
as Escrow Agent

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

EXHIBIT A

City of White House, Tennessee

Debt Service of **General Obligation Refunding Bonds, Series 2008, dated December 18, 2008,**  
**maturing** \_\_\_\_\_ **to the Maturity Date and redemption date**

<u>Payment Date</u>	<u>Principal Redeemed</u>	<u>Principal Paid</u>	<u>Interest</u>	<u>Total Debt Service</u>
---------------------	---------------------------	-----------------------	-----------------	---------------------------

Paying Agent: Regions Bank  
Nashville, Tennessee

Debt Service of **General Obligation Refunding Bonds, Series 2009, dated December 10, 2009,**  
**maturing** \_\_\_\_\_, **inclusive,** to the maturity and redemption date

<u>Payment Date</u>	<u>Principal Redeemed</u>	<u>Principal Paid</u>	<u>Interest</u>	<u>Total Debt Service</u>
---------------------	---------------------------	-----------------------	-----------------	---------------------------

Paying Agent: Regions Bank  
Nashville, Tennessee

EXHIBIT B

Government Securities  
Certificate of Indebtedness  
U.S. State and Local Government Series

Amount

Interest Rate

Maturity Date

Issue Date

Total Cost of Securities: \$ \_\_\_\_\_  
Initial Cash Deposit: \$ \_\_\_\_\_

EXHIBIT C-1  
NOTICE OF REDEMPTION  
CITY OF WHITE HOUSE, TENNESSEE

NOTICE IS HEREBY GIVEN that the City of White House, Tennessee (the "Municipality"), has elected to and does exercise its option to call and redeem on June 1, 2018 all the Municipality's outstanding bonds (the "Outstanding Bonds") as follows:

**General Obligation Refunding Bonds, Series 2008, dated December 18, 2008,  
maturing June 1, \_\_\_\_ through June 1, \_\_\_\_, inclusive, and on June 1, \_\_\_\_ and  
June 1, \_\_\_\_**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Cusip No.</u>
----------------------	-------------------------	----------------------	------------------

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of Regions Bank, Nashville, Tennessee, as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date.

The redemption price will become due and payable on June 1, 2018, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond June 1, 2018.

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

Regions Bank  
Registration and Paying Agent

EXHIBIT C-2

NOTICE OF REDEMPTION  
CITY OF WHITE HOUSE, TENNESSEE

NOTICE IS HEREBY GIVEN that the City of White House, Tennessee (the "Municipality"), has elected to and does exercise its option to call and redeem on \_\_\_\_\_, 2015 all the Municipality's outstanding bonds (the "Outstanding Bonds") as follows:

**General Obligation Bonds, Series 2009, dated December 10, 2009, maturing June 1, \_\_\_\_\_ through June 1, \_\_\_\_\_, inclusive**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Cusip No.</u>
----------------------	-------------------------	----------------------	------------------

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of Regions Bank, Nashville, Tennessee, as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date.

The redemption price will become due and payable on \_\_\_\_\_, 2015, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond \_\_\_\_\_, 2015.

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

Regions Bank  
Registration and Paying Agent

EXHIBIT D

ENGAGEMENT LETTER  
(attached)

\_\_\_\_\_, 2015

City of White House, Tennessee  
White House, Tennessee  
Attention: Mayor

**Re: Issuance of Not to Exceed \$3,900,000 in Aggregate Principal Amount of General Obligation Refunding Bonds, Series 2015.**

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of White House, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to refund certain outstanding bonds of the Issuer and to pay the costs incident to the sale and issuance of the Bonds.

#### **SCOPE OF ENGAGEMENT**

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

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Bonds; and
- (5) Prepare those sections of the official statement to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

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

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other

persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

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

- a.
  - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or
  - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
  - 3) Rendering advice that the official statement or other disclosure documents
    - i) Do not contain any untrue statement of a material fact or
    - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds).
- i. Opining on a continuing disclosure undertaking pertaining to the Bonds or any other debt of the Issuer or providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

## **ATTORNEY-CLIENT RELATIONSHIP**

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

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

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

We presently represent Raymond James & Associates, Inc. and Regions Bank in matters unrelated to our representation of the Issuer as its counsel.

## **FEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$13,500. Other than reimbursement for any publication costs of the meeting notice, the fee quoted above will include all out-of-pocket expenses advanced for your benefit.

## **RECORDS**

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

## **OTHER MATTERS**

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this

engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

#### CONCLUSION

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

**CITY OF WHITE HOUSE, TENNESSEE:**

**BASS, BERRY & SIMS PLC:**

By: \_\_\_\_\_  
Michael Arnold, Mayor

By: \_\_\_\_\_  
Karen S. Neal, Member

STATE OF TENNESSEE        )

COUNTIES OF ROBERTSON AND SUMNER)

I, Kerry Harville, certify that I am the duly qualified and acting City Recorder of the City of White House, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on February 19, 2015, that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to General Obligation Refunding Bonds of said Municipality.

WITNESS my official signature and seal of said Municipality this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Recorder

(SEAL)

The Board of Mayor and Aldermen of the City of White House, Tennessee, met in regular session on February 19, 2015, at 7:00 p.m. at the Billy S. Hobbs Municipal Center, White House, Tennessee, with the Honorable Michael Arnold, Mayor, presiding.

The following Aldermen were present:

The following Aldermen were absent:

There were also present Gerald O. Herman, City Administrator and Kerry Harville, City Recorder.

After the meeting was duly called to order, the following resolution was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

ORDINANCES....

**ORDINANCE 15-01**

**AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE FISCAL BUDGET FOR THE PERIOD ENDING JUNE 30, 2015.**

WHEREAS, it has become necessary to amend the current year's annual budget

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Mayor and Aldermen that the Fiscal Budget ending June 30, 2015 is hereby amended as part of the attached exhibit.

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

First Reading:                    January 15, 2015                    PASSED

Second Reading:                February 19, 2015

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

ATTEST:

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

City of White House  
 Budget Amendment II  
 January 15, 2015

			<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Amendment</u>
110 42150 312	General Fund - Police Administration	Small Items Of Equipment	5,000	34,162	29,162
110 42151 200	General Fund - Communication Services	Contractual Services	220,000	190,838	-29,162
1. To amend current 2014-2015 budget to recognize additional expense from purchasing new digital portable radios and mobile radios for the Police Department. Reference 9/25/14 Board of Mayor and Aldermen Meeting minutes					
110 42200 312	General Fund - Fire Protection and Control	Small Items Of Equipment	0	11,438	11,438
110 42200 900	General Fund - Fire Protection and Control	Capital Outlay - Aerial Truck	740,000	728,562	-11,438
2. To amend current 2014-2015 budget to recognize additional expense from purchasing new digital portable radios and mobile radios for the Fire Department. Reference 9/25/14 Board of Mayor and Aldermen Meeting minutes					
412 52210 900	Wastewater Fund - Collection	Capital Outlay - Calista Lift	0	400,000	400,000
412 52210 900	Wastewater Fund - Collection	Capital Outlay - N. Force Main	400,000	0	-400,000
3. To amend current 2014-2015 capital budget to recognize additional expense from improvements to the Calista Lift Station Motor Control Center. To be funded from liquidating the Northern Force Main Extension project capital budget.					
110 43000 900	General Fund - Public Works	Capital Outlay - Equip. Bldg.	50,000	67,125	17,125
110 43000 900	General Fund - Public Works	Capital Outlay - Asphalt Overlay	200,000	191,979	-8,021
110 43000 900	General Fund - Public Works	Capital Outlay - Salt Spreader	9,000	7,020	-1,980
110 43000 900	General Fund - Public Works	Capital Outlay - Skid Steer w/ att.	49,000	41,946	-7,054
110 43000 900	General Fund - Public Works	Capital Outlay - Infrared Asphalt Equipment	32,000	31,930	-70
123 43200 900	Sanitation Fund	Capital Outlay - Equip. Bldg.	50,000	72,450	22,450
123 43200 900	Sanitation Fund	Capital Outlay - Brush Truck	165,000	142,550	-22,450
412 52117 900	Wastewater Fund - Administration	Capital Outlay - Equip. Bldg.	100,000	137,625	37,625
412 52213 900	Wastewater Fund - Treatment	Capital Outlay - Headworks	1,835,000	1,797,375	-37,625
4. To amend current 2014-2015 capital budget to recognize additional expense from constructing the Public Services Equipment Building. Reference 1/5/15 memo from Public Services Director.					
124 51010 900	Impact Fees - Roads	Capital Outlay - SR76 Sidewalks	0	12,410	12,410
124 51010 900	Impact Fees - Roads	Capital Outlay - SR76/Charles	25,000	12,590	-12,410
5. To amend current 2014-2015 capital budget to recognize additional expense from construction of the SR 76 Sidewalk project. To be funded from the SR 76/Charles Dr. to Pleasant Grove Road capital project. Reference 7/17/14 Board of Mayor and Aldermen Meeting minutes					

124	51010	900	Impact Fees - Roads	Capital Outlay - SR76/Raymond Hirsch	0	5,820	5,820
124	51010	900	Impact Fees - Roads	Capital Outlay - SR76/Charles	12,590	6,770	-5,820

6. *To amend current 2014-2015 capital budget to recognize additional expense from improvements of the SR 76/Raymond Hirsch Pkwy Intersection Traffic Signal/Lane Usage project. To be funded from the SR 76/Charles Dr. to Pleasant Grove Road capital project.*

110	41670	900	General Fund - Engineering	Capital Outlay - 31W Sidewalk (Phase 2)	0	35,347	35,347
110	41800	900	General Fund - Building Maintenance	Capital Outlay - Restrooms / Storage / Archival Renovations Project	146,000	110,653	-35,347

7. *To amend current 2014-2015 capital budget to recognize additional expense from improvements of the 31W Sidewalk (Phase 2) project. To be funded from the Restrooms / Storage/Archival Area Renovations capital project.*



## ***Cole Land Surveying***

P.O. Box 941

White House, Tennessee 37188

Telephone: (615) 672-4342

Fax: (615) 672-9796

**For: White House Utility District**

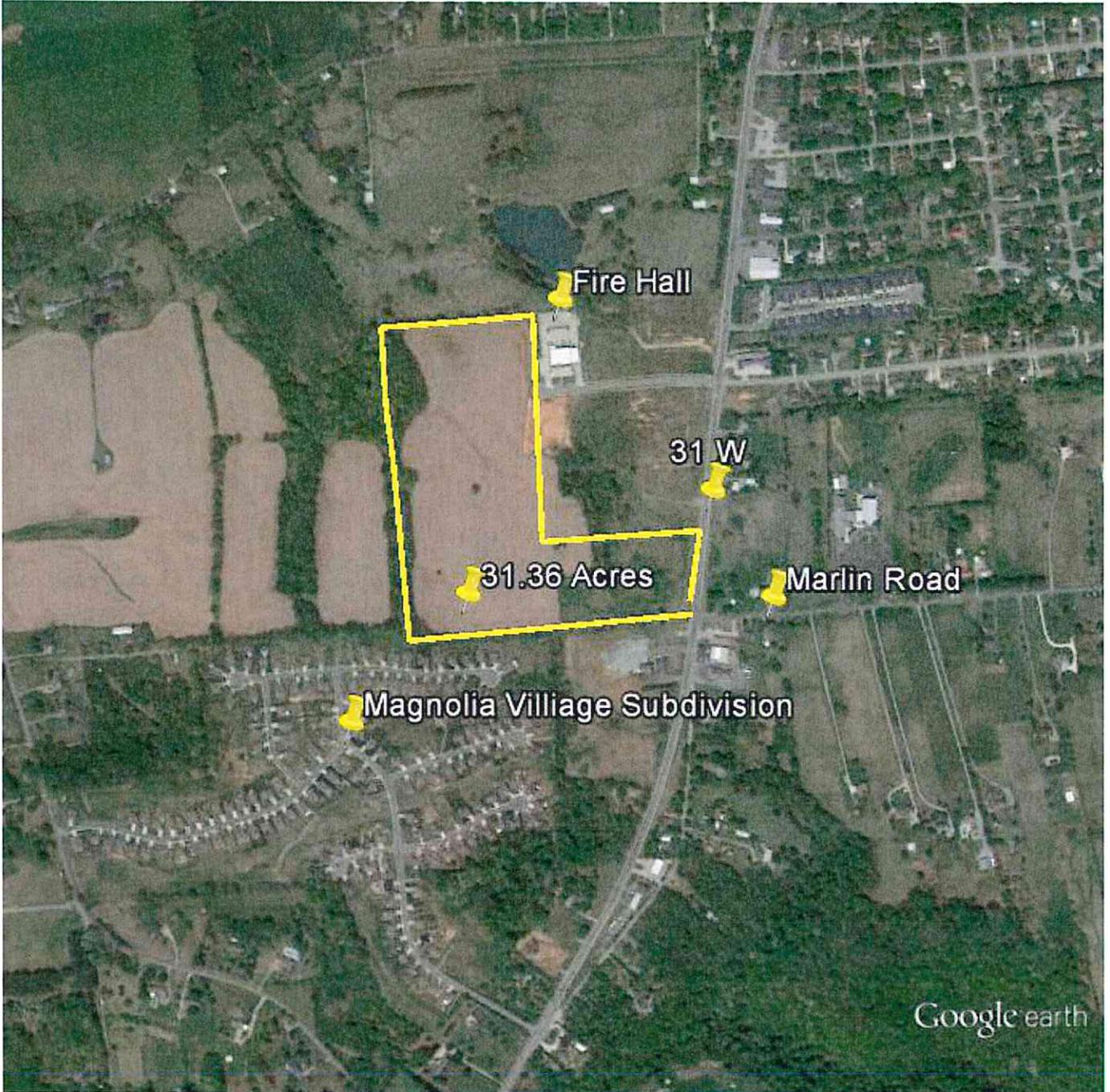
**Property Description: 18.43 acres.**

Land in the 11th Civil District of Robertson County, Tennessee, being a portion of property conveyed to Trustees of White House First United Methodist Church in Record Book 1099, Pages 335-336, Register's Office, Robertson County, Tennessee, and being further described as follows:

**Beginning** at an iron pin old, the northwest right-of-way corner to Business Park Drive (62' right-of-way), and the most southwest corner to City of White House (Record Book 1119, Page 446); thence, with west margin of said Business Park Drive, S 17°50'35" W a distance of 63.30 feet to an iron pin new (1/2" rebar), a corner to CPB Properties (Record Book 1017, Page 388); thence, S 17°50'35" W a distance of 285.28 to an iron pin new (1/2" rebar), a corner to CPB Properties; thence, S 82°22'14" E a distance of 344.16 feet to an iron pin new (1/2" rebar), a corner to CPB Properties; thence, S 07°49'58" W a distance of 125.00 feet to an iron pin new (1/2" rebar), a corner to CPB Properties; thence, with a new dividing line, S 64°33'31" W a distance of 449.97 feet to an iron pin new (1/2" rebar); thence, continuing with a new line, N 84°02'29" W a distance of 567.11 feet to an iron pin new (1/2" rebar) in the line of Donald L. Eden (Record Book 539, Page 840); thence, N 05°57'31" E a distance of 538.72 feet to an iron pin old, a corner to said Eden, and a corner to Christopher R. Eller (Record Book 960, Page 631); thence, N 06°21'03" E a distance of 553.66 feet to an iron pin old, a corner to said Eller, and a corner to David P. Wilks (Deed Book 243, Page 430); thence, S 84°28'40" E a distance of 760.73 feet to an iron pin old in the line of said Wilks, and a corner to the City of White House; thence, with said City of White House, S 17°49'33" W a distance of 396.11 feet to the point of beginning, containing **18.43 acres** according to a survey by Ray G. Cole, Tennessee Registered Land Surveyor No. 924, dated August 18, 2014.







Google earth



**ORDINANCE 15-03**

**AN ORDINANCE TO DE-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 19<sup>th</sup> day of February 2015, and notice thereof published in the Browser Connection on February 3, 2015, and

**WHEREAS**, application from the property owner to de-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 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 24.01**

This description contains property located on Parcel 24.01, Sumner County Tax Map 75; the property contains 15.02 acres, more or less. The property is referenced on Sumner County Tax Assessors Web-Site per January 5, 2015. (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:                      January 15, 2015              PASSED

Second Reading:                      February 19, 2015

ATTEST:

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

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

# Steven E. Artz and Associates, Inc.

Surveyor's Description  
January 29, 2014

The following paragraph describes a tract of land and an easement in the 15<sup>th</sup> Civil District of Sumner County, Tennessee, said tract and easement being a portion of that property which was conveyed to Herbert S. Lord, and Donald W. Nolen, by Bonnie Nellessen, et al, in a deed of record which is recorded in Record Book 1467, Page 437, Register's Office for Sumner County, Tennessee, (ROSCT).

## Tract #1

Beginning at 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, being a plat of record in Plat Book 25, Page 229, ROSCT, the most northerly northwest corner of this tract, and continuing, as follows:

S 83°54'59" E, 284.94 feet to an iron pin (new), the southeaster corner of Lot 38, at the southwest end of Cassandra Drive;

thence with a new line, as follows:

S 02°00'14" W, 22.67 feet to an iron pin (new);

thence with a curve to the right, having a radius of 25.00 feet, an arc distance of 21.02 feet, and a chord bearing and distance of S 26°05'41" W, 20.41 feet to an iron pin (new);  
thence with a curve to the left, having a radius of 50.00 feet, an arc distance of 59.40 feet, and a chord bearing and distance of S 16°09'10" W, 55.97 feet to an iron pin (new);

thence, S 52°12'59" W, 242.01 feet to an iron pin (new);

thence, S 05°51'03" W, 301.44 feet to an iron pin (new);

thence, S 50°49'47" W, 215.29 feet to an iron pin (new);

thence, S 10°43'09" W, 808.51 feet to the mouth of a spring;

thence generally with the center of a branch, as follows:

S 46°45'30" W, 193.12 feet;

thence, S 21°03'45" W, 74.43 feet;

thence, S 25°21'13" W, 29.82 feet;

thence, S 81°56'57" W, 42.91 feet;

thence, S 49°39'18" W, 40.25 feet;

thence, S 31°17'05" W, 56.96 feet;

thence, S 50°05'27" W, 28.55 feet to a point at the intersection of said branch and the center of Honeyrun Creek;

thence with the center of Honeyrun Creek, as follows:

N 27°53'08" W, 59.82 feet;

thence, N 29°01'59" W, 137.29 feet;

thence, N 36°20'26" W, 63.77 feet to a point in the center of Honeyrun Creek, a corner of a tract of land which belongs to Jerry T. Coble, having deed references in Record Book

## 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.

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, as follows:

### Common Turn Around Easement

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

### 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.**

Associates, Inc., 4779 Highway 41 North, Springfield, Tennessee, 37172, dated January 29, 2014.

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

File: Steve\140010L1

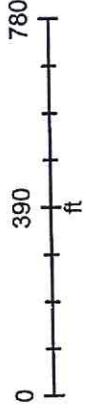
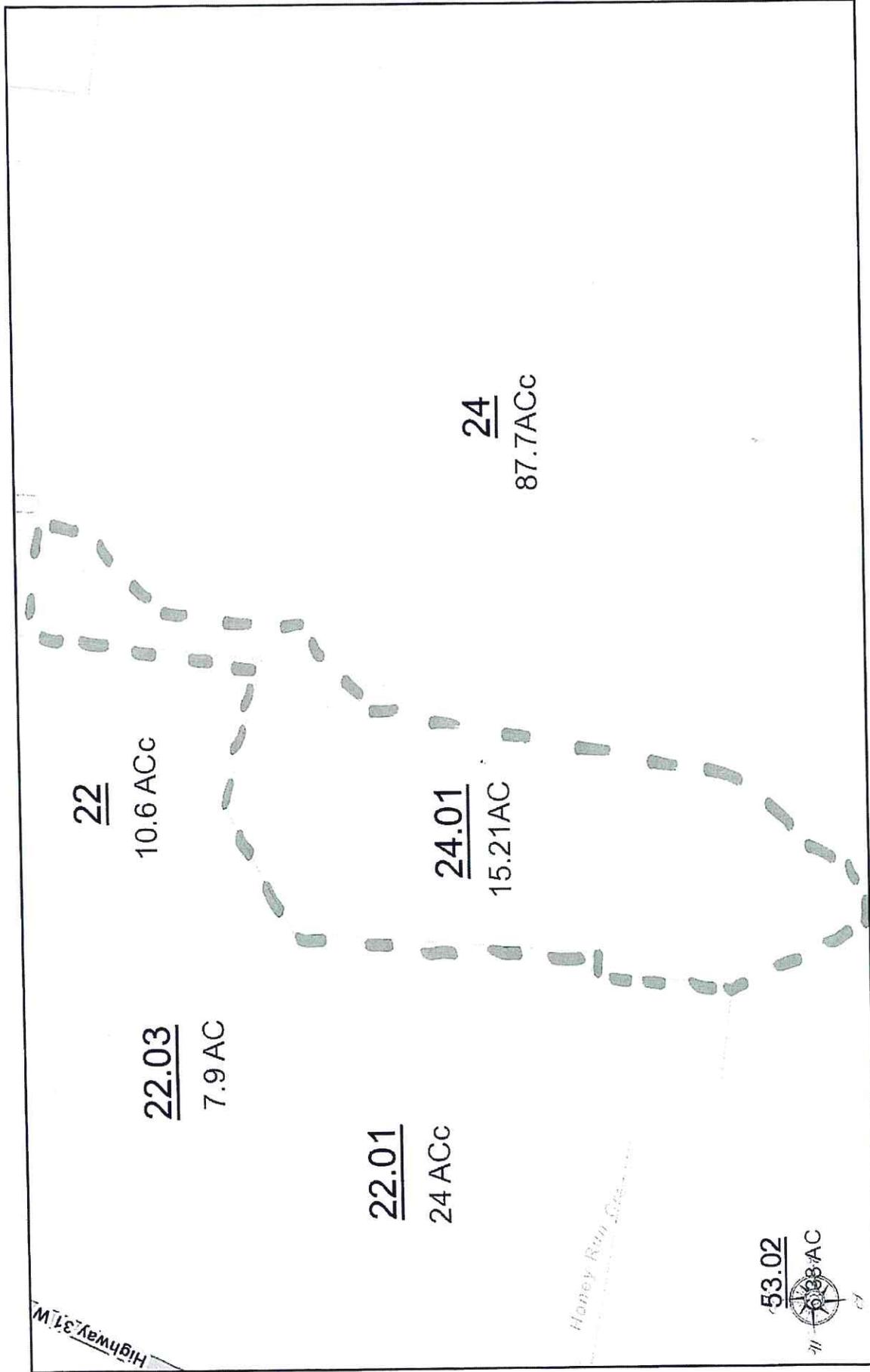
**Land Surveyors-Tennessee and Kentucky**

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

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

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White House

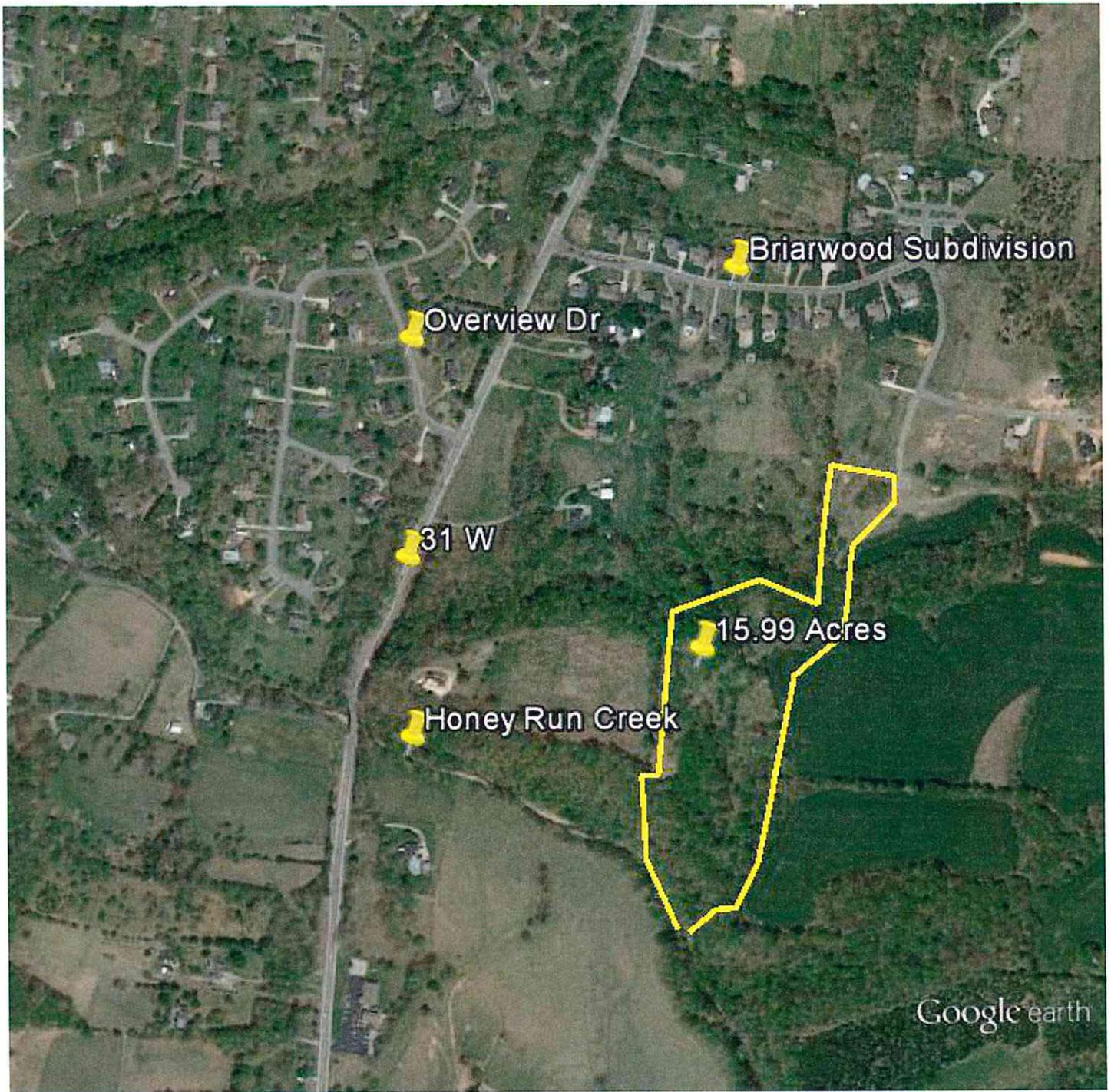


**SUMNER COUNTY, TENNESSEE**



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: January 6, 2015



Google earth

feet  
meters



**ORDINANCE 15-04**

**AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE CITY OF WHITE HOUSE ZONING ORDINANCE, ARTICLE V, SECTION 5.053.2 & SECTION 5.053.6**

**WHEREAS**, the City of White House Planning Commission recommended the proposed changes to the Zoning Ordinance at the December 8, 2014 meeting.

**WHEREAS**, the Board of Mayor and Aldermen have approved Ordinance 14-27 allowing Retail Package Stores within the City of White House.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen that the following sections of the City of White House Zoning Ordinance are amended to add the language listed below.

**Zoning Ordinance, Article V, Section 5.053.2, Subsection B**

The following is added to the list in subsection B:

**23. Retail Package Stores**

**Zoning Ordinance, Article V, Section 5.053.6, Subsection B**

The following is added to the list of "Commercial Activities" in subsection B"

***Retail Package Stores***

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: January 15, 2015 PASSED

Second Reading: February 19, 2015

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

ATTEST:

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

February 10, 2015

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Reed Hillen, Planning and Codes Director  
**CC:** Gerald Herman, City Administrator  
**Re:** Grace Park Church / Sage Road Rezoning from R-20 to C-2

---

The White House Planning Commission on Monday November 10, 2014 recommended the re-zoning of 2.00 acres from R-20 (Low Density Residential) to C-2 (General Commercial). The property is referenced on Robertson County Tax Map 106, Parcel 104 and is located along Sage Road. The rezoning is for the north eastern two acres of this parcel, as show on the attached survey. These two acres will be recorded as a separate parcel once the rezoning becomes official.

This rezoning will work well with the surrounding area, as the properties surrounding are either also commercial or high density residential.

The City's Comprehensive Plan defines the future use of this area to be Commercial.

**ORDINANCE 15-05**

**AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE ZONING MAP FOR AN 2.00 ACRE PROPERTY RELATIVE TO ROBERTSON COUNTY TAX MAP 106, PARCEL 104 FROM R-20, LOW DENSITY RESIDENTIAL, TO C-2, COMMERCIAL.**

**WHEREAS**, an application has been received from a property representative to rezone the north eastern 2.00 acres of Robertson County Tax Map 106, Parcel 104 along Sage Road. (Map Attached)

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen that the following property is rezoned as indicated above:

Robertson County Tax Map 106, Parcel 104

**BE IT FURTHER ORDAINED** that this rezoning has been approved by the Planning Commission at the November 10, 2014 meeting.

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

First Reading: February 19, 2015

Second Reading: March 19, 2015

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

ATTEST:

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



PURCHASING....

February 11, 2015

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Elizabeth Kozlowski, Library Director  
**CC:** Gerald Herman, City Administrator  
**Re:** Furniture for new library

---

Hello,

To furnish the new library we need to purchase furniture and equipment. I have listed below an estimate for what we expect to spend on new items for the library.

**Furniture (as seen on spreadsheet)**

- Furniture off Contracts/Cooperatives (US Communities, NJPA): \$68,428.20
- Kids furniture quoted by Demco: \$5,199.92
- Appliances for coffee shop and breakroom estimated via Lowe's website: \$7,000.00

**Other items**

- Computers off State Contract: \$13,197.78
- Computer Scanners quoted: \$395.85

**Total Estimated Price: \$94,221.75**

If you have any questions please contact me at 672-0239. The Library Director and City Administrator recommends approval to spend up to \$94,221.75 for furniture, computers, computers scanners, and appliances.

If you have any questions, let me know.

Manufacturer	Website	Description	Model	Quantity	Contract	Price
Tapco	<a href="http://www.tapconet.com">www.tapconet.com</a>	Bench	Contour Bench 3577605	3	U.S. Communities	\$1,504.80
Tapco	<a href="http://www.tapconet.com">www.tapconet.com</a>	Picnic Table	Recycled Plastic Hex Table 3767-00017	5	U.S. Communities	\$3,277.50
Haworth	<a href="http://www.haworth.com">www.haworth.com</a>	Bar Height Chair	Hello Guest Bar Height	4	U.S. Communities	\$2,471.76
Haworth	<a href="http://www.haworth.com">www.haworth.com</a>	Guest Chair	Hello Guest	8	U.S. Communities	\$4,253.76
Haworth	<a href="http://www.haworth.com">www.haworth.com</a>	Lounge Chair with Tablet	Haworth Chair ToDo Single	6	U.S. Communities	\$7,341.36
Haworth	<a href="http://www.haworth.com">www.haworth.com</a>	Chair without arms	Lively Side	44	U.S. Communities	\$7,165.84
Haworth	<a href="http://www.haworth.com">www.haworth.com</a>	Bookcase	Orlando LS 5-High Bookcase	2	U.S. Communities	\$849.54
Haworth	<a href="http://www.haworth.com">www.haworth.com</a>	Desk	Orlando LS - single pedestal, credenza with lateral storage, and vertical storage unit with solid hinge doors	2	U.S. Communities	\$4,111.20
Haworth	<a href="http://www.haworth.com">www.haworth.com</a>	Task Chair	Lively Task	10	U.S. Communities	\$3,323.77
Haworth	<a href="http://www.haworth.com">www.haworth.com</a>		Installation and Delivery			\$1,900.00
Ki, Inc	<a href="http://www.ki.com">www.ki.com</a>	Bar height Table, 30x30	Portico Table	1	NIPA	\$271.26
Ki, Inc	<a href="http://www.ki.com">www.ki.com</a>	Table, 30x30	Portico Table	2	NIPA	\$542.52
Ki, Inc	<a href="http://www.ki.com">www.ki.com</a>	Lounge Chair	Solstice Lounge	6	NIPA	\$6,637.98
Ki, Inc	<a href="http://www.ki.com">www.ki.com</a>	Study Carrel-double sided	Crossroads	1	NIPA	\$2,237.90
Ki, Inc	<a href="http://www.ki.com">www.ki.com</a>	Study Carrel-single	Crossroads	5	NIPA	\$7,095.85
Ki, Inc	<a href="http://www.ki.com">www.ki.com</a>	Table, 30x48	Pirouette Table	4	NIPA	\$2,275.04
Ki, Inc	<a href="http://www.ki.com">www.ki.com</a>	Table, 36x84	Portico Table	2	NIPA	\$1,023.66
Ki, Inc	<a href="http://www.ki.com">www.ki.com</a>	Table, Round	Uniframe Table - 4'-0" dia, 27" height, fold in half	3	NIPA	\$1,182.06
Ki, Inc	<a href="http://www.ki.com">www.ki.com</a>	Armless Chair	Torsion Armless	20	NIPA	\$6,454.80
Ki, Inc	<a href="http://www.ki.com">www.ki.com</a>	Table, 30x84	Pirouette Table	4	NIPA	\$2,090.88
Virco	<a href="http://www.virco.com">www.virco.com</a>	Child's Chair	Zuma Children's - 4 chairs each of 3 different colors	12	U.S. Communities	\$567.12
Virco	<a href="http://www.virco.com">www.virco.com</a>	Table 30x72	Text Classroom	5	U.S. Communities	\$1,849.60
				149	Contract Total	\$68,428.20
Demco	<a href="http://www.demco.com">www.demco.com</a>	17" high Quarter Circle	Isia Loung Quarter Circle	4		\$2,219.96
Demco	<a href="http://www.demco.com">www.demco.com</a>	17" high stool	Benee's Foam Stool	3		\$259.98
Demco	<a href="http://www.demco.com">www.demco.com</a>	Ottoman	HABA Bumerange Modular Ottoman	1		\$849.99
Demco	<a href="http://www.demco.com">www.demco.com</a>	Sofa	HABA Bumerange Modular Sofa	1		\$1,869.99
				9	Kid Furniture Total	\$5,199.92
Lowe's	<a href="http://www.lowes.com">www.lowes.com</a>	Dishwasher	25"wide, 34.5" tall, 24" deep	1	ESTIMATED	\$2,000.00
Lowe's	<a href="http://www.lowes.com">www.lowes.com</a>	Ice Maker	16" wide, 28.5" tall, 24" deep	1	ESTIMATED	\$2,000.00
Lowe's	<a href="http://www.lowes.com">www.lowes.com</a>	Refrigerator	Small/Under Counter 35" wide, 28.5" tall, 24" deep	1	ESTIMATED	\$400.00
Lowe's	<a href="http://www.lowes.com">www.lowes.com</a>	Refrigerator	with ice maker 38"wide, 72" tall	1	ESTIMATED	\$2,000.00
Lowe's	<a href="http://www.lowes.com">www.lowes.com</a>	Microwave	Countertop	1	ESTIMATED	\$500.00
Lowe's	<a href="http://www.lowes.com">www.lowes.com</a>	Trash Cans		4	ESTIMATED	\$100.00
				9	Appliance Total	\$7,000.00
				167	GRAND TOTAL	\$80,628.12

Quote Contract

# POMEROY

infrastructure. optimized.™

**POMEROY**  
717 Airpark Center Drive  
Nashville, TN 37217  
Phone: 615-399-0404 - 5233 Fax: 615-399-0447

## Quote

Number: LDR-1732

Date: 01/28/2015

**Bill To:**  
Janet Parchman  
White House Inn Library & Museum  
412 Hwy 76  
White House, TN 37188

**Ship To:**  
Janet Parchman  
White House Inn Library & Museum  
412 Hwy 76  
White House, TN 37188

Phone: (615)672-0239  
Email: jparchman@cityofwhitehouse.com

Srl	Mfr. Part	Description	Price	Qty.	Extended	
*1	CTO-600SFF-i5, C8T44AV	HP ProDesk 600 G1 Small Form Factor PC (P3) with three-year on-site next business day parts and labor warranty, 500GB 7200 RPM SATA Fixed Disk Drive, 3.2 GHz "i5-4570" processor providing 6MB cache, Windows 7.0 Professional Edition 64-bit license (upgradeable to 8.1 Professional 64-bit license), Internal DVD-RW/CD-RW optical drive, integrated 10/100/1000 Ethernet adapter (RJ45), Intel HD 4600 Integrated Graphics, support for three displays, 2560 X 1600 external resolution dual digital DisplayPorts 1.2, VGA Port, multi-stream support, 3-button USB Optical Mouse, 104-key USB keyboard, 10 USB Interfaces (six 2.0 ports and four 3.0 ports), 8 GB 1600 MHz DDR-3 memory (maximum RAM capability of 32GB), (3) PCI Express x1Slots, (1) PCI Express x16 Slot, (1) Serial RS-232 Port, Trusted Platform Module 1.2 Hidden Partition on Fixed Hard Drive (Physical Recovery Media available upon request), Energy Star/EPEAT certified 13.3" X 14.9" X 3.95" (w X d X h), 17.9 lbs. (may vary by config)	\$ 565.08	19	\$ 10,736.52	
*2	C9V73AA	HP EliteDisplay E201 Widescreen LED backlit Monitor Detail Description: 20" Widescreen LED monitor with height adjustable stand. Four-Year On-Site warranty.	\$ 129.54	19	\$ 2,461.26	
2 item(s)					<b>Sub-Total</b>	<b>\$ 13,197.78</b>
					<b>Freight:</b>	<b>\$ 0.00</b>
					<b>Tax @ 0%</b>	<b>\$ 0.00</b>
					<b>Total</b>	<b>\$ 13,197.78</b>
(*) Tax exempted Part(s)						

**Terms and Conditions**

This quotation has been prepared by Pomeroy based upon current product pricing and product availability as of the date of this quotation. The quotation provided hereon is subject to change if, after the issuance of this quotation, product pricing and/or product availability is affected as the direct result of a force majeure event or circumstance that is beyond Pomeroy's reasonable control.

**Shipping Details and Delivery**

Shipping Via BEST GND

For any questions regarding our returns policy, please contact your Pomeroy sales associate or Click on the link below for a copy of our written policy. <https://shop.pomeroy.com/CustomPages/CustomPage.aspx?PageId=3186>

**Payment Details**

Company PO [ ]  
Payment Term 30 days

**Additional References**

Customer Name  
Sales Consultant

Prepared by: Layne Rogers    layne.rogers@pomeroy.com    615-399-0404 - 5233



CDWG.com | 800.594.4239

OE400SPS

# SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FWMN092	8616041	1/29/2015

**BILL TO:**  
 CITY OF WHITE HOUSE  
 105 COLLEGE ST

**SHIP TO:**  
 CITY OF WHITE HOUSE  
 Attention To: JANET PARCHMAN  
 105 COLLEGE ST

Accounts Payable  
 WHITE HOUSE , TN 37188-9086

WHITE HOUSE , TN 37188-9086  
 Contact: JANET  
 PARCHMAN 615.672.0239

Customer Phone #

Customer P.O. # FWMN092 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
GINA SPERANDO 877.535.5650		UPS Ground (2- 3 Day)	NET 30-VERBAL	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3	728241	METROLOGIC MS9520 VOYAGER HH SCNR BK Mfg#: MK9520-32A38 Contract: MARKET	131.95	395.85
SUBTOTAL				395.85
FREIGHT				0.00
TAX				0.00
				US Currency
<b>TOTAL</b>				<b>395.85</b>

CDW Government  
 230 North Milwaukee Ave.  
 Vernon Hills, IL 60061

Fax: 312.752.4292

**Please remit payment to:**  
 CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

February 12, 2015

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Gerald Herman, City Administrator  
**Re:** Competitive Sealed Proposals for Coffee Kiosk

---

In the new library there will be a coffee kiosk. Our plan is for this kiosk to be managed by a third party company. To select the best company we would like to advertise for competitive sealed proposals. This type of bid will enable us to negotiate and select the best rental agreement.

Please do not hesitate to contact me if you have any questions at 672-4350, ext. 2111.

February 11, 2015

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Gerald Herman, City Administrator  
**Re:** Tyree Springs/S.Palmers Chapel Turn Lanes Bid

---

On February 10th, we received bids for the Tyree Springs/S.Palmers Chapel Turn Lanes. The lowest bidder on this project was Sessions Paving for \$266,311.75. I am requesting that the Board of Mayor and Aldermen approve for me to enter into a contractual agreement with Sessions Paving pending TDOT's approval.

If you have any questions please contact me at 672-4350, ext. 2111. Thank you.



City of White House

Bid# 14-1016E

Tyree Springs/S.Palmers Chapel Turn Lanes

Bid Opening: January 6, 2015 at 1:30 pm

DESCRIPTION				
Company Name	RAWSO, LLC	Jarrett Builders	Sessions Paving	
Address	819 Scott Street, Suite A Murfreesboro, TN 37129	104 East Park Dr Suit 305 Brentwood, TN 37027	PO Box 90266 Nashville, TN 37209	
License Number	66386	40392	6962	
License Expiration	11/30/2016	8/31/2016	1/31/2016	
License Classification and Limit	BC; HC: HRA: MU	BC-A; MU-A,C,D; HRA-A,B,C,E	HRA;E-A,B; HC-D;BC;MU	
IF ALL ITEMS LISTED ABOVE ARE INCLUDED- OPEN BID				
SIGNED BID BOND	v	v	v	
SIGNED BID	v	v	v	
<b>BASE BID</b>	<b>\$413,843.75</b>	<b>\$310,123.25</b>	<b>\$266,311.75</b>	

**PROPOSAL**  
**TO THE CITY OF WHITE HOUSE**  
**WHITE HOUSE, TENNESSEE**

**PROJECT IDENTIFICATION:**

Construction of turn lanes at each approach to the South Palmers Chapel Road and SR-258 Intersection in White House, Tennessee (Sumner County)

**CONTRACT IDENTIFICATION AND NUMBER:**

Contract No. 14-1016E  
Federal Project No.: STP-H-258(5)  
State Project No.: 83018-3216-94  
PIN#: 042131.00

**THIS PROPOSAL IS SUBMITTED TO:**

City of White House  
105 College St.  
White House, TN 37188

By submitting this Proposal, the undersigned bidder represents that it has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work; has carefully examined the Plans, the most current version of the *Standard Specifications for Road and Bridge Construction* and the Standard Roadway and Structures Drawings adopted by the State of Tennessee, Department of Transportation, with subsequent revisions which are acknowledged to be a part of this Proposal, the Special Provisions, the Proposal Form, the Form of Contract, and the Form of Contract Payment and Performance Bond; and thoroughly understands their stipulations, requirements, and provisions.

By submitting this Proposal, the undersigned bidder has examined and carefully studied the Proposal Documents and any issued Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and, has arranged for the continuous prosecution of the work herein described.

By submitting this Proposal, the undersigned bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work

By submitting this Proposal, the undersigned bidder agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction, to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Plans, and the Specifications, and agrees to accept as payment in full the unit prices for the various items described in the Specifications that are set forth in this Proposal. The bidder understands that the quantities of work specified are approximate only and are subject to increase or decrease and that any such increase or decrease will not affect the unit prices set forth in this Proposal. Compensation for "extra work" which may be required by the **CITY OF WHITE HOUSE** in connection with the construction and completion of the work but which was not reflected in the Plans and Specifications at the time of bidding, will be made in the following manner: work for which there is a unit price set forth in this Proposal will be compensated at that unit price; work for which there is no unit price set forth in this Proposal will be compensated in accordance with the applicable Tennessee Department of Transportation Standard Specifications.

By submitting this Proposal, the undersigned bidder hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute the required Contract and the required Contract Payment and Performance Bond within ten (10) days after receipt of notice of the award. The undersigned bidder submits herewith the required Proposal guaranty in an amount of not less than five percent (5%) of the total amount of the Proposal offered and agrees and consents that the Proposal guaranty shall immediately be at the disposal of the **CITY OF WHITE HOUSE**, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond are not executed within ten (10) days from receipt of the notice of award.

By submitting this Proposal, the undersigned bidder hereby agrees to complete the Work for the following price(s):

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	13,250 <sup>00</sup>	13,250 <sup>00</sup>
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	535	22 <sup>25</sup>	11,903 <sup>75</sup>
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	424	32 <sup>50</sup>	13,780 <sup>00</sup>
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	160	11 <sup>25</sup>	1800 <sup>00</sup>
204-08.01	BACKFILL MATERIAL (FLOWABLE FILL)	C.Y.	12	165 <sup>00</sup>	1980 <sup>00</sup>
209-05	SEDIMENT REMOVAL	C.Y.	12	10 <sup>00</sup>	120 <sup>00</sup>
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	722	4 <sup>25</sup>	3068 <sup>50</sup>
209-08.08	ENHANCED ROCK CHECK DAM	EACH	4	375 <sup>00</sup>	1500 <sup>00</sup>
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	3	500 <sup>00</sup>	1500 <sup>00</sup>

303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	749	33 <sup>00</sup>	24,717 <sup>00</sup>
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	292	121 <sup>00</sup>	35,332 <sup>00</sup>
307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	TON	145	125 <sup>00</sup>	18,125 <sup>00</sup>
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	2	850 <sup>00</sup>	1700 <sup>00</sup>
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1	850 <sup>00</sup>	850 <sup>00</sup>
411-02.10	ACS MIX(PG70-22) GRADING D	TON	328	142 <sup>00</sup>	46,576 <sup>00</sup>
607-03.30	18" PIPE CULVERT	L.F.	234	60 <sup>00</sup>	14,040 <sup>00</sup>
607-07.30	36" PIPE CULVERT	L.F.	4	200 <sup>00</sup>	800 <sup>00</sup>
607-39.01	15" PIPE CULVERT (SIDE DRAIN)	L.F.	20	50 <sup>00</sup>	1000 <sup>00</sup>
611-02.10	JUNCTION BOX, TYPE 1	EACH	1	3200 <sup>00</sup>	3200 <sup>00</sup>
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	10	675 <sup>00</sup>	6750 <sup>00</sup>
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	746	250	18650 <sup>00</sup>
611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	1	1800 <sup>00</sup>	1800 <sup>00</sup>
611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	1	3500 <sup>00</sup>	3500 <sup>00</sup>
705-02.02	SINGLE GUARDRAIL (TYPE 2)	L.F.	94	25 <sup>00</sup>	2350 <sup>00</sup>
705-04.07	TAN ENERGY ABSORBING TERM (NCHRP 350, TL3)	EACH	4	2690 <sup>00</sup>	10,760 <sup>00</sup>
712-01	TRAFFIC CONTROL	LS	1	18,000 <sup>00</sup>	18,000 <sup>00</sup>
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	45	36 <sup>00</sup>	1620 <sup>00</sup>
712-06	SIGNS (CONSTRUCTION)	S.F.	95	9 <sup>00</sup>	855 <sup>00</sup>
712-09.01	REMOVABLE PAVEMENT MARKING LINE	L.F.	660	440	2904 <sup>00</sup>
713-15.02	REMOVAL & RELOCATION OF SIGN & SUPPORT	EACH	5	138 <sup>00</sup>	690 <sup>00</sup>
713-16.20	SIGNS (W6-3)	EACH	2	250 <sup>00</sup>	500 <sup>00</sup>
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	31	385 <sup>00</sup>	11935 <sup>00</sup>
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	46	22 <sup>00</sup>	1012 <sup>00</sup>
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	4	220 <sup>00</sup>	880 <sup>00</sup>
716-12.01	ENHANCED FLATLINE THERMO PVMT MRKNG (4IN LINE)	L.M.	1.2	5800 <sup>00</sup>	6960 <sup>00</sup>
717-01	MOBILIZATION	LS	1	5500 <sup>00</sup>	5500 <sup>00</sup>
801-01	SEEDING (WITH MULCH)	UNIT	39	100 <sup>00</sup>	3900 <sup>00</sup>

801-03	WATER (SEEDING & SODDING)	M.G.	3	10 <sup>00</sup>	30 <sup>00</sup>
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For a total project cost of \$ 266,311<sup>75</sup> and written as Two Hundred Sixty Six Thousand Three Hundred Eleven and <sup>75</sup>/<sub>100</sub> DOLLARS.

By submitting this Proposal, the undersigned bidder hereby agrees that:

Substantial Completion, shall be defined as "the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended", will be complete within 90 calendar days after the date when the Contract Times commence to run.

All Work shall be completed and ready for final payment within 105 calendar days after the date when the Contract Times commence to run.

By submitting this Proposal, the undersigned bidder hereby accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified above.

By submitting this Proposal, the undersigned bidder hereby certifies that the following documents are attached to and made a condition of this Proposal:

- A. Proposal Certification
- B. Proposal Bond or Proposal Guarantee
- C. Bidder Affidavit on Compliance with Drug-free Workplace Act and Certificate.
- D. Executed Non-Collusion Affidavit (Bidder).
- E. Attestation Regarding Personnel used in Contract / Agreement Performance

THIS PROPOSAL SUBMITTED BY:

Sessions Paving Company  
Bidder (1)

By: Robert N. Hutcheson

Robert N. Hutcheson President  
Printed Name and Title

P.O. Box 90266 (6535 Robertson Avenue)  
Address

Nashville, TN 37209  
City/State/Zip

Bidder (1) being a Corporation composed of officers, partners, or owners as follows: (Type of business entity)

*Sessions Paving Company*

*Robert N. Hutcherson President*

Name/Title

*Scott T. Price Sec.-Treas*

Name/Title

*James R. James Vice President*

Name/Title

Name/Title

Bidder (2)\*

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

Printed Name and Title

Address

City/State/Zip

Bidder (2)\* being a \_\_\_\_\_ composed of officers, partners, or owners  
as follows: (Type of business entity)

Name/Title

Name/Title

Name/Title

Name/Title

**\*NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

# PROPOSAL CERTIFICATION

The undersigned, being first duly sworn, certifies on behalf of the bidder that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal or Contract. This is an official document that is required or authorized by law to be made under oath and is presented in an official proceeding. A person who makes a false statement in this certification is subject to the penalties of perjury.

The undersigned further certifies that said bidder is not under the control of any person, firm, partnership, or corporation, which has or exercises any control of any other person, firm, partnership, or corporation, which is submitting a bid on this Contract.

Sessions Paving Company  
Bidder (1)

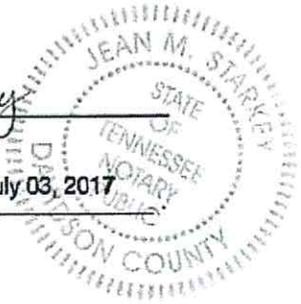
Sworn to and subscribed before me this  
10<sup>th</sup> day of February, 2015.

By: Robert N. Hutcherson

Robert N. Hutcherson President  
Printed Name and Title

Jean M. Starkey  
Notary Public

My commission expires July 03, 2017  
(Seal)



\_\_\_\_\_  
Bidder (2)\*

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

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

\_\_\_\_\_  
Printed Name and Title

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

My commission expires \_\_\_\_\_ .  
(Seal)

**\*NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

**CITY OF WHITE HOUSE  
PROPOSAL BOND  
CONTRACT NO. 14-1016E**

Principal: Sessions Paving Company  
Print Name of Principal

Surety: Berkley Insurance Company  
Print Name of Surety

**KNOW ALL MEN BY THESE PRESENTS**, that we, the Principal and Surety above named, are held and firmly bound unto the **CITY OF WHITE HOUSE** in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**NOW, THEREFORE**, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the **CITY OF WHITE HOUSE** shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the **CITY OF WHITE HOUSE**, not as a penalty, but as agreed upon liquidated damages.

**IN WITNESS WHEREOF**, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

Sessions Paving Company  
Principal (1)

By: Robert N. Hutcheson

Robert N. Hutcheson  
Printed Name and Title

2/10/2015  
Date

Berkley Insurance Company  
Surety (1)

By: Janet R. Gibbs  
General Agent or Attorney-in-Fact

Janet L. Gibbs Attorney-in-Fact  
Printed Name and Title

2/10/15  
Date

(Seal)

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Leighton G. Bush; Janet L. Gibbs; or Sheila M. Shinkle of Bush Insurance & Financial Services, Inc. of Franklin, TN* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8<sup>th</sup> day of September, 2014.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

By

Jeffrey M. Hafer  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 8<sup>th</sup> day of September, 2014, by Ira S. Lederman and Jeffrey M. Hafer who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

**MARIA C. RUNDBAKEN**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
APRIL 30, 2019

Maria C. Rundbaken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 10<sup>th</sup> day of February, 2015.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

**OTHER BUSINESS...**

*February 11, 2015*

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

To: Board of Mayor and Aldermen

From: Jason Barnes, Finance Director

Re: Audit for the Year Ended June 30, 2014

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The CPA Firm of Crosslin & Associates is wrapping up their independent audit of the City of White House financials for the year ended June 30, 2014. Representatives from the firm will be at the February 19 Board of Mayor and Alderman meeting to present the audit results.

The final audit document will not be completed until after the Board's acceptance of the audit. A draft copy will be delivered to us early next week, and we will be passing that along for you to review before the presentation at Thursday's meeting.

If you have any questions about the audit process, or the draft report, please feel free to give me a call.

Thanks!

DISCUSSION ITEMS...

OTHER INFORMATION....

**City of White House  
Department of Public Services**

**Memo**

**To:** Board of Mayor and Alderman  
**From:** W. Joe Moss, DPS  
**Date:** January 26, 2015  
**Re:** Request to Acknowledge Engineer's Task Order #4 Fees

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On this date, January 26, 2015, I am requesting that the Mayor and Board of Alderman acknowledge the expenditures associated with McGill Associate's Task Order #4 for Engineering Services for the Sage Road Sewer Improvement Project.

Task Order #4 was approved by the Board of Mayor/Alderman on August 15, 2014. The Task Order identifies categories of services as follows:

1. Design Phase:	Lump Sum	\$75,000.00
2. Bidding & Award Phase:	Lump Sum	\$12,000.00
3. Construction Phase:	Lump Sum	\$20,000.00
4. Post-Construction Phase:	Lump Sum	\$ 6,000.00
5. Easement Survey & Plats:	Standard Hourly Rate	\$20,266.38

The category in the task order that did not show an amount was the Easement Surveys and Plats, which was billed using standard hourly rates. The final total is shown above.

Additionally, the BMA approved Task Order #4, Amendment #1, entitled, "Construction Resident Project Representative Services on August 21, 2014, for the Not-To-Exceed amount of **\$42,000.00**.

Therefore, I'm making the BMA aware that the total engineering costs for the Sage Road Sewer Improvement project was **\$175,266.38**.

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

W. Joe Moss  
Director of Public Services