

CITY OF WHITE HOUSE  
Agenda  
*Board of Mayor and Aldermen Meeting*  
March 17, 2016  
7:00 p.m.

1. Call to Order by the Mayor
2. Prayer by community pastor
3. Pledge by Alderman
4. Roll Call
5. Adoption of the Agenda
6. Approval of Minutes of the February 18<sup>th</sup> meetings
7. Welcome Visitors
8. Public Hearings
  - a. **Ordinance 16-07:** An ordinance amending the Municipal Code Title 18, Chapter 3 Sewer Rates, Fees, and Charges, section 18-302. *Second Reading.*
  - b. Information and public comment regarding the Local Parks and Recreation Fund (LPRF) Grant for a proposed new playground and amphitheater in the Municipal Recreation Complex.
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 16-01:** A resolution adopting section 125 premium only plan for plan year ending March 31, 2017.
  - b. **Resolution 16-02:** A resolution approving and supporting the submission of a grant application to the Tennessee Department of Environment and Conservation.
12. Consideration of the Following Ordinances:
  - a. **Ordinance 16-07:** An ordinance amending the Municipal Code Title 18, Chapter 3 Sewer Rates, Fees, and Charges, section 18-302. *Second Reading.*
13. Purchasing
  - a. To approve or reject the City Administrator entering into a five year tenant farming lease agreement with Billy Jackson Farms. The Public Services Director recommends approval.
  - b. To approve or reject City Administrator entering into a four year agreement with Hylant Group for insurance broker services. The Human Resources Director recommends approval.

- c. To approve or reject C&C Contracting, LLC, from Russellville, KY, bid of \$99,248.00 for the flag pole and monument sign project. The City Administrator recommends approval.

14. Other Business

- a. To approve or reject Hylant Group's recommendation of Blue Cross Blue Shield of Tennessee for medical insurance. The Human Resources Director recommends approval.
- b. To approve or reject the filing of Public Form CT-0253 for the Fire Apparatus Capital Outlay Note, Series 2016. The Finance Director recommends approval.

15. Discussion Items

- a. Overview of the White House Farmers Market

16. Other Information

- a. None

17. Adjournment

CITY OF WHITE HOUSE  
Board of Mayor and Aldermen Minutes  
*Study Session*  
February 18, 2016  
6:30 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 6:30 pm.

2. Adoption of the Agenda

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

3. New Business

a. City Administrator Gerald Herman's annual performance appraisal

The Board members were asked to complete a written evaluation for City Administrator Gerald Herman's annual performance appraisal. The appraisals were turned into Human Resource Director Amanda Brewton, and she constructed a cumulative score sheet for the Board to reference. The score sheet was distributed to the Board at the start of the study session. Each member of the Board gave their feedback on City Administrator Gerald Herman's performance.

4. Adjournment

Meeting was adjourned at 6:45 pm.

ATTEST:

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Michael Arnold, Mayor

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Kerry Harville, City Recorder

CITY OF WHITE HOUSE  
Agenda  
*Board of Mayor and Aldermen Meeting*  
February 18, 2016  
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

A community pastor was not available to lead the prayer so Ald. Bibb led the prayer.

3. Pledge by Alderman

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

4. Roll Call

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

5. Adoption of the Agenda

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

6. Approval of Minutes of the January 21<sup>st</sup> meeting

Motion was made by Ald. Hutson, second by Ald. Bibb to approve the minutes. A voice vote was called for with all members voting aye. **January 21<sup>st</sup> minutes were approved.**

7. Welcome Visitors

Mayor Arnold welcomed all visitors.

8. Public Hearings

- a. **Ordinance 16-01:** An ordinance amending the Municipal Code Title 5, Chapter 4 Wholesale Beer Tax, section 5-401. *Second Reading.*

No one spoke for or against.

- b. **Ordinance 16-02:** An ordinance amending the Municipal Code Title 18, Chapter 2 Sewer Use Ordinance, section 18-201. *Second Reading.*

No one spoke for or against.

- c. **Ordinance 16-03:** An ordinance amending the Municipal Code Title 18, Chapter 3 Sewer Rates, Fees, and Charges, section 18-301. *Second Reading.*

No one spoke for or against.

- d. **Ordinance 16-04:** An ordinance amending the Municipal Code Title 2, Chapter 2 Library Board, adding section 2-210. *Second Reading.*

No one spoke for or against.

- e. **Ordinance 16-05:** An ordinance amending the Municipal Code Title 2, Chapter 1 Leisure Services Board, section 2-101. *Second Reading.*

No one spoke for or against.

- f. **Ordinance 16-06:** An ordinance amending the Zoning Map for a 412.53 acre property relative to Robertson County Tax Map 117, Parcel 008 from NCRPUD (Neighborhood Center Residential Planned Unit Development) without a valid preliminary master development plan, to NCRPUD with a valid preliminary master development plan. *Second Reading.*

No one spoke for or against.

9. Communication from Mayor, Aldermen, and City Administrator

Ald. Paltzik congratulated City Administrator Gerald Herman on the speech he gave at the White House Chamber of Commerce Luncheon on Tuesday, February 16<sup>th</sup>.

Ald. Paltzik stated that he was sorry to see Parks and Recreation Director Ashley Smith leave.

Ald. Paltzik stated that the White House Chamber of Commerce has a sold out Women of White House event scheduled for Monday, February 29<sup>th</sup>. Other events include the annual banquet on March 31<sup>st</sup> and Discover White House on April 23<sup>rd</sup>.

Ald. Hutson echoed Ald. Paltzik's comments regarding City Administrator Gerald Herman's presentation.

Ald. Hutson stated that the new quality of life video is great.

Ald. Decker mentioned that the new "Our Hometown" video is a testimony of why White House is so wonderful.

Mayor Arnold stated that as much as we have grown we still have a "small town feel".

City Administrator Gerald Herman provided an update on the correspondences between staff and TDOT officials pertaining to improvements between Charles Drive and Interstate 65.

City Administrator Gerald Herman gave an update on the Headworks and Calista Road sewer projects.

City Administrator Gerald Herman stated that the architects are working on finalizing the bid specifications for the Chamber/Museum renovations. Since there were a few modifications the bid date was pushed back to March 1<sup>st</sup>.

City Administrator Gerald Herman informed the Board that there is a new sign acknowledging the Secretary of State and Sumner County Commissions donation hanging in the White House Library lobby.

City Administrator Gerald Herman provided an update on the monument sign/flag pole project.

City Administrator Gerald Herman stated that Realizing Robertson County Existing Industry will be hosting their quarterly breakfast meeting in City Hall on Tuesday.

City Administrator Gerald Herman provided an update on the restroom facilities renovations.

City Administrator Gerald Herman stated that staff met with developers that are interested in building a large retail complex on SR 76.

City Administrator Gerald Herman mentioned that The Standard Apartments developers may be pulling grade permit next week for the 96 unit phase two complex.

City Administrator Gerald Herman stated that the MPO Executive Board approved the adoption of the 25 year transportation plan. There are nine projects that are high on the priority list. One of those is the SR 76 improvements from White House to Springfield.

City Administrator Gerald Herman gave an update on the planning for the White House Farmers Market. At the March Board meeting Kerry Harville and Amanda Rambo will give a presentation regarding this new summer event.

City Administrator Gerald Herman stated that Finance Director Jason Barnes was able to negotiate a three year fixed rate of 1.75% for the capital outlay note for the new fire engine.

City Administrator Gerald Herman informed the Board that Parks and Recreation Director Ashley Smith decided to enter the private sector as a parks equipment sales representative and his last day was today.

City Administrator Gerald Herman said that after thoughtful consideration on Ashley Smith's replacement we decided to promote his assistant Kevin Whittaker. He has proven himself as a professional and leader in his duties and responsibilities in the Parks and Recreation department.

City Administrator Gerald Herman stated that Peter Stratton finished another video project for us. The new Quality of Life Video debuted at the Chamber meeting on Tuesday.

10. Acknowledge Reports

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

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

11. Consideration of the Following Resolutions:

- a. None

12. Consideration of the Following Ordinances:

- a. **Ordinance 16-01:** An ordinance amending the Municipal Code Title 5, Chapter 4 Wholesale Beer Tax, section 5-401. *Second Reading.*

Motion was made by Ald. Hutson, 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 - aye. Motion was approved. **Ordinance 16-01 was approved on Second Reading.**

- b. **Ordinance 16-02:** An ordinance amending the Municipal Code Title 18, Chapter 2 Sewer Use Ordinance, section 18-201. *Second Reading.*

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Decker - aye; Ald. Hutson - aye; Ald. Paltzik - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 16-02 was approved on Second Reading.**

- c. **Ordinance 16-03:** An ordinance amending the Municipal Code Title 18, Chapter 3 Sewer Rates, Fees, and Charges, section 18-301. *Second Reading.*

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Decker - aye; Ald. Hutson – aye; Ald. Paltzik - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 16-03 was approved on Second Reading.**

- d. **Ordinance 16-04:** An ordinance amending the Municipal Code Title 2, Chapter 2 Library Board, adding section 2-210. *Second Reading.*

Motion was made by Ald. Hutson, 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 - aye. Motion was approved. **Ordinance 16-04 was approved on Second Reading.**

- e. **Ordinance 16-05:** An ordinance amending the Municipal Code Title 2, Chapter 1 Leisure Services Board, section 2-101. *Second Reading.*

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Decker - aye; Ald. Hutson – aye; Ald. Paltzik - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 16-05 was approved on Second Reading.**

- f. **Ordinance 16-06:** An ordinance amending the Zoning Map for a 412.53 acre property relative to Robertson County Tax Map 117, Parcel 008 from NCRPUD (Neighborhood Center Residential Planned Unit Development) without a valid preliminary master development plan, to NCRPUD with a valid preliminary master development plan. *Second Reading.*

Motion was made by Ald. Paltzik, second by Ald. Decker 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 16-06 was approved on Second Reading.**

- g. **Ordinance 16-07:** An ordinance amending the Municipal Code Title 18, Chapter 3 Sewer Rates, Fees, and Charges, section 18-302. *First Reading.*

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Ordinance 16-07 passed on First Reading.**

### 13. Purchasing

- a. To approve or reject the City Administrator entering into an agreement with Jacobs Engineering Group, Inc (Knoxville, TN) for professional engineering services. The Public Services Director recommends approval.

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

- b. To approve or reject the City Administrator entering into a three year agreement with Wade's Lawn Service from Goodlettsville, TN, for lawn care services in the amount of \$40,775.00 (annually).

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

14. Other Business

a. None

15. Discussion Items

a. None

16. Other Information

a. None

17. Adjournment

Meeting was adjourned at 7:35 pm.

ATTEST:

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

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Kerry Harville, City Recorder

REPORTS....

**General Government Department  
February 2016**

**Administration**

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

- February 01: Industrial Development Board Meeting
- February 03:
  - TN Man '16 Orientation Briefing and Agency Registration Meeting
  - Metropolitan Planning Organization Public Meeting – Robertson County
- February 04:
  - Department Head Budget Retreat
  - Ribbon Cutting and After Hours Event at Moli Pazzo's
- February 08:
  - Farmers Market Planning Meeting
  - Bid Opening: Lawn Service
  - Preconstruction Meeting for Stadium Driving Lighting
  - Planning Commission Meeting
- February 09: Regional Transportation Authority Operations and Marketing Committees Meeting
- February 10:
  - Americana Celebration Planning Meeting
  - GNRC Public Infrastructure Meeting
  - Metropolitan Planning Organization Public Meeting – Sumner County
- February 11:
  - Rotary Meeting – Officer/Firefighter of the Year
  - White House Relay for Life Chili Cook-Off event
- February 16:
  - White House Chamber of Commerce Luncheon
  - Board of Zoning Appeals Meeting
- February 17:
  - Metropolitan Planning Organization Executive Board Meeting
  - Parks and Recreation Director Interviews
- February 18:
  - Sumner County Joint Economic Community Development Meeting
  - The Standard Apartment Representative Meeting
  - Board of Mayor and Aldermen Study Session
  - Board of Mayor and Aldermen Meeting
- February 22:
  - ICSC RECon Planning Meeting
  - Parks Maintenance Supervisor Interviews
- February 23: Robertson County Existing Industry Breakfast
- February 24:
  - TCMA Regional Meeting
  - Farmers Bank Representative Meeting
- February 25: Capital Outlay Note Closing Meeting
- February 26: Mayor Howard Bradley Luncheon
- February 29: Town Center Development Meeting

**General Government Department  
February 2016**

**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 2015-2016.

<b>Budget</b>	<b>Budgeted Amount</b>	<b>Expended/Encumbered*</b>	<b>% Over (↑) or Under (↓) (Anticipated expenditures by this point in the year)</b>
General Fund	\$10,097,867	\$5,981,341	↓7.71
Industrial Development	\$118,500	\$34,741	↓37.35
State Street Aid	\$275,000	\$211,116	↑10.10
Parks Sales Tax	\$410,569	\$311,093	↑9.10
Solid Waste	\$882,617	\$546,620	↓4.74
Impact Fees	\$3,290	\$0	↓66.67
Police Drug Fund	\$35,633	\$33,713	↑27.94
Debt Services	\$751,058	\$122,482	↓50.36
Wastewater	\$7,086,888	\$5,594,577	↑4.27
Healthcare	\$68,500	\$39,921	↓8.39
Stormwater Fund	\$359,485	\$211,345	↓7.88
Cemetery Fund	\$63,300	\$28,765	↓21.23

\*Expended/Encumbered amounts reflect charges from July 1, 2015 – June 30, 2016.

**Purchasing**

The Purchasing Specialist's goal is to have an error rate of less than 5% on purchase orders submitted for processing. The February 2016 error rate was 0.0%.

**Total Purchase Orders**

	<b>FY 2016</b>	<b>FY 2015</b>	<b>FY 2014</b>
July	279	231	212
August	166	170	140
September	133	107	142
October	140	149	152
November	166	113	110
December	105	130	110
January	158	124	119
February	163	88	132
March		145	154
April		147	157
May		129	149
June		122	156
<b>Total</b>	<b>1,310</b>	<b>1,655</b>	<b>1,733</b>

**Purchase Order Errors by Department**

	<b>Feb. 2016</b>	<b>FY 2016</b>	<b>FY 2015*</b>
Admin.	0	1	0
Bldg. Maint.	0	0	0
Cemetery	0	0	0
Codes	0	0	0
Court	0	0	0
Finance	0	0	0
Fire	0	0	2
HR	0	2	0
Library	0	3	8
Parks	0	1	3
Police	0	2	2
Public Works	0	0	2
Sanitation	0	1	0
Stormwater	0	1	-
Wastewater	0	6	3
<b>Total</b>	<b>0</b>	<b>17</b>	<b>20</b>

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

**General Government Department  
February 2016**

Purchase Orders by Dollars	Feb. 2016	FY 2016	FY 2015	FY 2014	Total for FY16	Total for FY15	Total for FY14
Purchase Orders \$0-\$1,999		574	1,392	1,517	\$257,274.67	\$708,133.51	\$529,278.93
Purchase Orders \$2,000-\$9,999		97	172	154	\$438,374.77	\$718,011.83	\$551,768.46
Purchase Orders over \$10,000		47	91	62	\$5,446,055.10	\$11,854,322.55	\$6,221,273.04
<b>Total</b>		<b>718</b>	<b>1,655</b>	<b>1,733</b>	<b>\$6,141,704.54</b>	<b>\$13,280,467.89</b>	<b>\$7,302,320.43</b>
Purchase Orders \$0-\$9,999	159	569			\$569,979.81		
Purchase Orders \$10,000-\$24,999	3	9			\$132,608.42		
Purchase Orders over \$25,000	1	14			\$1,387,586.72		
<b>Total</b>	<b>163</b>	<b>592</b>			<b>\$2,090,174.95</b>		
<b>Total</b>	<b>163</b>	<b>1,310</b>	<b>1,655</b>	<b>1,733</b>	<b>\$8,231,879.49</b>	<b>\$13,280,467.89</b>	<b>\$7,302,320.43</b>

*\*Starting November 1, 2015, purchase orders were categorized using different threshold amounts.*

**Website Management**

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

	2015-2016 Update Requests	2014-2015 Update Requests	2013-2014 Update Requests	2015-2016 Page Visits	2014-2015 Page Visits	2013-2014 Page Visits
<b>July</b>	112	102	162	266,304	562,455	250,487
<b>August</b>	79	83	186	401,773	265,548	468,840
<b>September</b>	154	107	126	287,363	352,406	262,563
<b>October</b>	64	93	86	331,565	328,241	296,397
<b>November</b>	92	67	92	281,096	361,124	282,249
<b>December</b>	123	96	137	293,316	393,777	279,207
<b>January</b>	94	89	126	363,641	246,658	555,161
<b>February</b>	111	116	137	509,454	389,805	426,376
<b>March</b>		98	127		355,975	1,191,691
<b>April</b>		82	95		549,670	262,646
<b>May</b>		76	81		387,210	238,690
<b>June</b>		91	67		320,233	610,113
<b>Total</b>	<b>829</b>	<b>1,100</b>	<b>1,355</b>	<b>2,734,512</b>	<b>4,513,102</b>	<b>5,124,420</b>

**General Government Department  
February 2016**

**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.

	2015 - 2016 New Likes	2014 - 2015 New Likes	2013 - 2014 New Likes	2015 - 2016 # of Posts	2014 - 2015 # of Posts	2013 - 2014 # of Posts
July	70	29	34	26	49	14
August	19	23	25	23	30	22
September	24	26	10	21	37	11
October	95	57	7	34	47	18
November	18	25	21	24	21	10
December	78	39	97	24	34	17
January	137	34	36	38	25	15
February	63	69	33	26	36	27
March		40	16		40	25
April		192	20		30	22
May		45	21		33	19
June		44	40		40	19
<b>Total</b>	<b>504</b>	<b>623</b>	<b>320</b>	<b>216</b>	<b>422</b>	<b>200</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.

	2015 - 2016 Total Followers	2014 - 2015 Total Followers	2013 - 2014 Total Followers	2015 - 2016 # of Tweets	2014 - 2015 # of Tweets	2013 - 2014 # of Tweets
July	539	418	294	12	42	14
August	548	422	314	15	30	22
September	553	432	322	17	32	11
October	576	439	322	21	33	18
November	583	446	322	13	22	10
December	593	451	337	14	28	17
January	615	462	346	28	20	10
February	621	478	361	25	28	20
March		481	370		31	25
April		498	385		26	21
May		502	464		23	15
June		507	410		25	19
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>145</b>	<b>340</b>	<b>162</b>

**General Government Department  
February 2016**

**“City of White House, TN” Mobile App Management**

The Administration Department’s goal is to increase the number of downloads and have an 80% or higher request completion rate each month.

	2015 - 2016 New Downloads		# of Push Notifications	# of Requests	Percentage Complete
July	N/A	July	N/A	N/A	N/A
August	N/A	August	N/A	N/A	N/A
September	N/A	September	N/A	N/A	N/A
October	N/A	October	N/A	N/A	N/A
November	25	November	N/A	N/A	N/A
December	40	December	N/A	N/A	N/A
January	1,236	January	2	95	100%
February	103	February	1	33	100%
March		March			
April		April			
May		May			
June		June			
<b>Total</b>	<b>1,404</b>	<b>FY Total</b>	<b>3</b>	<b>128</b>	<b>N/A</b>

*\*The app went live on January 11, 2016*

**Building Maintenance Projects**

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

*Special Maintenance Projects*

- HVAC company tour for quotes
- Replacing security door by Senior Center

	2015 - 2016 Work Order Requests	2014 - 2015 Work Order Requests	2013 - 2014 Work Order Requests
July	22	25	N/A
August	33	10	N/A
September	31	19	N/A
October	30	27	N/A
November	27	15	N/A
December	17	15	8
January	28	31	19
February	19	23	33
March		24	15
April		22	15
May		13	31
June		25	20
<b>Total</b>	<b>207</b>	<b>249</b>	<b>141</b>

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

**Finance Department  
February 2016**

**Finance Section**

On February 1<sup>st</sup> the Finance Director attended the Industrial Development Board meeting. On February 4<sup>th</sup> the Finance Director attended the Department Head Budget Retreat at the White House Police Department. On February 9<sup>th</sup> the Finance Director attended the "The Aging Demographic – What is it and How Can Cities Prepare?" Municipal Administration Program (MAP) class at TBI headquarters in Nashville presented by MTAS. On February 16<sup>th</sup> the Tax Clerk attended the "Business Tax Administration" MAP class at the Franklin, TN City Hall presented by MTAS. Also on February 16<sup>th</sup> several finance office associates attended the wellness program presentation at Fire Hall #2. On February 18<sup>th</sup> the Finance Director attended the monthly BMA meeting. On February 23<sup>rd</sup> the Finance Director met with the City Administrator, HR Director, and Purchasing Coordinator to review insurance broker proposals. Also on February 23<sup>rd</sup> the Finance Director attended a White House Dixie Youth Baseball / Softball board meeting. On February 24<sup>th</sup> the City Administrator and Finance Director met with Ashley Wyatt (Farmers Bank) to sign annual electronic banking documents. On February 25<sup>th</sup> the Mayor, the City Recorder, the City Administrator, and the Finance Director met with Michele Owens and Kimberly Frasher (Capital Bank) to sign the closing documents for the Series 2016 Fire Apparatus Capital Outlay Note. On February 29<sup>th</sup> the Finance Director met with the City Administrator to review non-CIP requests for the Finance & Court departments for the 2016-2017 budget.

**Performance Measures**

**Utility Billing**

	February 2016	YTD FY 2016	FY 2015 Total	FY 2014 Total	FY 2013 Total	FY 2012 Total
New Builds (#)	2	46	62	55	28	15
Move Ins (#)	48	356	488	506	481	493
Move Outs (#)	46	348	514	516	479	455
Late Payments (\$)	6,358	47,847	68,103	69,241	65,074	67,810
Late Payments (#)	1,237	8,465	15,641	12,840	12,685	12,857
Disconnect for non-payment (#)	22	273	442	514	258*	n/a

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

**Accounts Payable**

	Feb. 2016	Jan. 2016	Dec. 2015	Nov. 2015
Total # of Invoices Processed	367	322	397	335

**Business License Activity**

	February 2016	FY 2016 YTD	FY 2015 Total	FY 2014 Total	FY 2013 Total	FY 2012 Total
Opened	5	56	105	74	80	52
Closed	0	2	5	13	140*	6

\*129 businesses deemed uncollectable in October 2012

**Finance Department  
February 2016**

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

Number of Payrolls	Number of Checks and Direct Deposits	Number of adjustments or errors	Number of Void Checks
2 regular 0 special	211 direct deposits 1 check	0 Retro adjustments	0 Voids

**Fund Balance – City will strive to maintain a General fund balance of at least 30% of Operating Revenues.**

Operating Fund	Budgeted Operating Revenues (\$)	General Fund Cash Reserves Goal (\$)	Current Month Fund Cash Balance (\$)	G.F. Cash Reserves Goal Performance
General Fund	8,121,277	2,436,383	4,975,537	61%
Cemetery Fund			167,757	
Debt Services			387,396	
Healthcare			242,051	
Impact Fees			96,275	
Industrial Development			180,650	
Park Sales Tax			345,408	
Police Drug Fund			13,668	
Solid Waste			458,104	
State Street Aid			155,717	
Stormwater Fund			112,841	
Wastewater			3,618,374	

*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 2015-2016.

Operating Fund	FY2016 Est. Revenues (\$)	YTD Realized* (\$)	% Over (↑) or Under (↓) (Anticipated revenues realized by this point in the year)
General Fund	8,121,277	5,774,700	↑4.44%
Cemetery Fund	26,775	22,606	↑17.76%
Debt Services	750,200	715,079	↑28.65%
Healthcare	62,200	38,531	↓4.72%
Impact Fees	12,700	14,361	↑46.41%
Industrial Development	70,100	100,204	↑76.28%
Park Sales Tax	494,766	365,135	↑7.13%
Police Drug Fund	4,520	3,233	↑4.86%
Solid Waste	800,400	545,397	↑1.47%
State Street Aid	269,264	190,074	↑3.92%
Stormwater Fund	368,730	258,919	↑3.55%
Wastewater	5,722,700	3,139,234	↓11.81%

\*Realized amounts reflect revenues realized from July 1, 2015—February 29, 2016

**Human Resources Department  
February 2015**

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

- February 04: Department Head Budget Retreat
- February 10: Americana Celebration Planning Meeting
- February 16: Chamber of Commerce Monthly Luncheon
- February 17: Parks and Recreation Director Interviews
- February 22: Discover White House Chamber Committee Meeting  
Parks Maintenance Supervisor Interviews
- February 23: Insurance Broker RFP Opening
- February 24: Part Time Parks Groundskeeper Interviews
- February 26: United Way Bowling Tournament
- February 29: Chamber of Commerce Women of White House Event

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

	2015 - 2016	2014 - 2015	2013- 2014	2012- 2013	2011 - 2012
July	0	0	2	0	0
August	1	0	0	1	2
September	0	3	1	1	0
October	0	1	1	0	1
November	0	1	0	1	1
December	1	0	0	2	0
January	2	0	1	2	0
February	1	1	1	0	0
March		1	0	0	0
April		1	2	2	3
May		3	1	2	0
June		3	0	1	0
<b>Total</b>	<b>5</b>	<b>13</b>	<b>9</b>	<b>12</b>	<b>7</b>

Three-year average as of June 30, 2015:  
11.33 incidents per year

**Human Resources Department  
February 2015**

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

	<b>2015 - 2016</b>	<b>2014 - 2015</b>	<b>2013- 2014</b>	<b>2012- 2013</b>	<b>2011 - 2012</b>
July	0	0	2	0	0
August	3	1	0	1	0
September	0	1	1	0	0
October	0	1	2	1	1
November	1	2	0	1	0
December	0	1	1	1	2
January	0	1	2	0	0
February	0	2	2	0	3
March		1	0	1	0
April		0	2	1	1
May		0	0	0	0
June		1	2	0	0
<b>Total</b>	<b>4</b>	<b>11</b>	<b>14</b>	<b>6</b>	<b>7</b>

Three-year average as of June 30, 2015:  
10.33 incidents per year

**Full-Time Turnover Goal:** To maintain a three-year average of less than 10% per year.

	<b>2015 - 2016</b>	<b>2014 - 2015</b>	<b>2013 - 2014</b>	<b>2012 - 2013</b>	<b>2011 - 2012</b>
July	1	0	1	1	4
August	1	0	0	0	1
September	2	1	0	1	0
October	0	0	1	1	1
November	0	1	2	1	2
December	1	1	1	0	0
January	1	0	0	1	3
February	1	1	0	1	2
March		0	0	0	1
April		0	0	0	2
May		1	1	2	2
June		0	0	0	1
<b>Total</b>	<b>7</b>	<b>5</b>	<b>6</b>	<b>8</b>	<b>19</b>
<b>Percentage</b>	<b>7.45%</b>	<b>5.49%</b>	<b>7.14%</b>	<b>8.99%</b>	<b>21.84%</b>

Three-year average as of June 30, 2015:  
7.21% per year

**Human Resources Department  
February 2015**

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

	<b>2015 - 2016</b>	<b>2014 - 2015</b>	<b>2013- 2014</b>	<b>2012- 2013</b>
July	1 (T)	0	0	
August	0	1 (D)	0	
September	1 (T)	1 (T)	1 (S)	
October	0	0	1 (T)	
November	0	0	1 (S) 1 (T)	
December	0	0	0	
January	0	0	0	2 (S)
February	0	1 (S)	0	0
March		0	0	1 (T)
April		0	0	0
May		0	0	1 (S)
June		0	0	0
<b>Total</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>4</b>

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

Three-year average as of June 30, 2015:  
3.67 incidents per year

**Police Department  
February 2016**

**Highlight**



On February 11<sup>th</sup>, the Rotary Club presented the Officer of the Year award at Colorado Grill to Officer David Segerson. Officer Segerson has been with the White House Police Department for nine years last October. David is married to Laura and they have two daughters, Ella and Addy.

**Meetings/Civic Organizations**

- **Chief Brady attended the following meetings in February:** Department Head Meeting (Feb 1<sup>st</sup>), TN Man '16 Orientation Briefing and Agency Registration (Feb. 3<sup>rd</sup>), Department Head Budget Retreat (Feb. 4<sup>th</sup>), Rotary Club Meeting (Feb. 11<sup>th</sup>, 18<sup>th</sup> & 25<sup>th</sup>), Robertson County Chief's Meeting (Feb. 9<sup>th</sup>), Americana Celebration Meeting (Feb. 10<sup>th</sup>), White House Relay for Life Chili Judging (Feb. 11<sup>th</sup>), Drug Task Force Meeting (Feb. 17<sup>th</sup>), Command Staff Meeting (Feb. 18<sup>th</sup>), Board of Mayor and Alderman Meeting (Feb. 18<sup>th</sup>), RC Existing Industry Breakfast (Feb. 23<sup>rd</sup>) and MTAS Hiring Board for new Portland Chief (Feb. 23<sup>rd</sup> & 24<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 now has 160 professional standards that need to be met. Alice with TLEA advised they have deleted **6.1 – Allocation of Personnel**. Susan Johnson, Accreditation Manager, has 34 proofs completed for 2016.
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	52	52
February	0	16	0	16
<b>Grand Total</b>	<b>0</b>	<b>16</b>	<b>52</b>	<b>68</b>

**Patrol Division Performance Measurements**

1. **Maintain or reduce the number of patrol shifts staffed by only three officers at the two year average of 598 shifts during the Fiscal Year 2015-2016. (There are 730 Patrol Shifts each year.) \*Three officer minimum staffing goes into effect August 5, 2015.**

Number of Officers on Shift	February	FY 2015-2016
Three (3) Officers per Shift	47	326
Four (4) Officers per Shift	0	42

**Police Department  
February 2016**

2. *Acquire and place into service two Police Patrol Vehicles.* Two new vehicles for the 2015-2016 FY have been received and placed on the road. **Complete.**
3. *Conduct two underage alcohol compliance checks during the Fiscal Year 2015-2016.* Fall compliance checks were conducted in November. Uptown Wine & Spirits failed compliance. We will do compliance checks again in the spring.
4. *Maintain or reduce TBI Group A offenses at the three-year average of 62 per 1,000 population during the calendar year of 2016.*

Group A Offenses	February	Per 1,000 Pop.	Total 2015	Per 1,000 Pop.
<b>Serious Crime Reported</b>				
Crimes Against Persons	11	1	19	2
Crimes Against Property	30	3	56	5
Crimes Against Society	12	1	26	2
<b>Total</b>	53	5	101	9
<b>Arrests</b>	38		73	

\*U.S. Censu

5. *Maintain a traffic collision rate at or below the three-year average of 341 collisions by selective traffic enforcement and education through the Governor's Highway Safety Program during calendar year 2016.*

	February 2016	TOTAL 2016
<b>Traffic Crashes Reported</b>	27	58
<b>Enforce Traffic Laws:</b>		
<b>Written Citations</b>	157	324
<b>Written Warnings</b>	93	170
<b>Verbal Warnings</b>	171	339

6. *Maintain an injury to collision ratio of not more than the three-year average of 14% by selective traffic enforcement and education during the calendar year 2016.*

<b>COLLISION RATIO</b>				
<u>2016</u>	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
<b>February</b>	27	2	7%	9%

**Traffic School:** Sgt. Brisson conducted Traffic School in February. Six people were in attendance.

**Staffing**

- Ofc. Ryan Spraggins is currently in Field Training. He will be attending the Tennessee Law Enforcement Training Academy in April.
- Two positions are still open at the White House Police Department. Testing for new applicants took place on February 24<sup>th</sup>. We will be doing background checks on eight people.

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

**Police Department  
February 2016**

**Sumner County Emergency Response Team:** ERT conducted a high risk search warrant in Gallatin on February 19<sup>th</sup>.

**Volunteer Reserve Officers:** Feb. 8<sup>th</sup>, the Reserve Officers trained on Handcuffing and Mental Illness.

**Support Services Performance Measurements**

1. *Maintain or exceed a Group A crime clearance rate at the three-year average of 79% during calendar year 2016.*

2016 CLEARANCE RATE		
Month	Group A Offenses	Year to Date
<i>February</i>	76%	74%

**Communications Section**

	February	Total 2016
Calls for Service	1,024	2,017
Alarm Calls	27	64

**Request for Reports**

	February 2016	FY 2015-2016
Requests for Reports	20	192
Amount taken in	\$19.00	\$144.60
Tow Bills	\$350.00	\$613.00
Emailed at no charge	18	205
Storage Fees	\$0.00	\$0.00

**Governor's Highway Safety Office (GHSO):** Nothing to report for the month of February.

**Volunteer Police Explorers:** Five members of the White House Police Explorers (Post# 406) competed in the Annual Winterfest Competitions in Gatlinburg, Tennessee on February 12 -14<sup>th</sup>. The event hosted over 3,000 individuals from 76 agencies in 17 states. The Explorers competed in seven competitions: the Written Exam, Domestic Violence, Officer Survival Scenario, Unknown Trouble, Tactical Fitness Challenge, Robbery in Progress and Drug Identification. The Explorers also participated in several walk up events such as, Shoot/Don't Shoot and climbing a rock wall. The Explorers are instructed by Sgt. Erinn Ellis and Sgt. Eric Enck assisted with the Explorers at Winterfest. Sgt. Joel Brisson conducted the Crime Scene challenge at Winterfest.

**Police Department  
February 2016**



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

**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. began on February 17<sup>th</sup> at White House Middle School. There are 7 classes with approximately 148 kids.
2. ***Plan and coordinate Public Safety Awareness Day on Labor Day as an annual event.***  
Safety Day will be held on Labor Day.
3. ***Plan, recruit, and coordinate a Citizen's Police Academy as an annual event.*** Citizen's Police Academy started on February 22<sup>nd</sup> with 29 people enrolled.
4. ***Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.***
  - On February 8<sup>th</sup>, Sgt. Enck and Det. Sgt. Hunter spoke at Orchard Park Neighborhood Watch.
  - On February 18<sup>th</sup>, Wheels in Motion bike and helmet give away was held at Heritage Elementary and HB Williams.
  - A S.P.E.A.R.E. class was held on February 28<sup>th</sup> at White House Police Department and instructed by Sgt. Enck. Ofc. Chris Davis, Tracy Brooks (TBI) and Julie Grubbs assisted with the class.
  - On February 25<sup>th</sup>, Wheels in Motion bike and helmet give away was held at Community Christian School.

**Special Events:** *WHPD Officers participated in the following events during February:*  
Nothing to report at this time.

**Upcoming Events:**  
Americana Celebration (July)  
Safety Day (September)

<b>2016 Participation in Joint Community Events</b>		
	<b>February 2016</b>	<b>Year to Date</b>
<b>Community Activities</b>	5	6

**Fire Department  
February 2016**

**Summary of Month's Activities**

**Fire Operations**

The Department responded to 84 requests for service during the month with 56 responses being medical emergencies. The Department responded to 5 vehicle accidents with reported injuries with two patients transported to area hospitals.

**February 8<sup>th</sup> 9:37am**– The Department was dispatched to a reported vehicle fire on West Drive, when fire units arrived on scene there was fire and smoke visible. A 1 ¼ hand-line was advanced and extinguished the fire. The vehicle was a total loss and another vehicle did receive some fire damage, there were no injuries reported with this incident.

**February 11<sup>th</sup> 8:09pm** – The Department was dispatched to a reported fire on Sage Rd. when fire units arrived on scene there was heavy smoke visible from the approximately 4000 sq. ft. building. Hand-lines were deployed and upon entry into the structure, the seat of the fire was located and water applied. While fighting the fire it became apparent the fire had advanced into the attic area of the structure creating an unsafe environment for the crew to operate and they had to evacuate the structure. The fire attack was changed to a defensive strategy and fire crews operated outside the structure using hand-lines and the elevated water stream of the Ladder Truck to extinguish the fire. The damage to the structure was limited to approximately 50% including the contents.

**February 17<sup>th</sup> 7:06pm** – The Department was dispatched to a vehicle fire located at Waffle House when fire units arrived a van was fully involved in fire. A 1 ¼ hand-line was advanced and extinguished the fire. The vehicle was a total loss, there were no other property damage reported and no injuries reported with this incident.

**Fire Administration**

**February 2<sup>nd</sup>** – Asst. Chief Sisk and “A” Shift Firefighters participated in the Robertson County Schools Job Shadowing Program at fire station 2.

**February 3<sup>rd</sup>** – Chief Palmer, Chief Brady, and Gerald Herman attended the TN. Maneuvers planning meeting at Joint Force Headquarters in Nashville.

**February 4<sup>th</sup>** – Chief Palmer and other city department heads attended the staff budget retreat at the Police Department.

**February 8<sup>th</sup>** – Chief Palmer attended a DC Court Extension Project meeting at city hall.

**February 10<sup>th</sup>** – Chief Palmer along with other city staff attended the Americana Celebration Planning Meeting at city hall.

**February 11<sup>th</sup>** – Chief Palmer, Asst. Chief Sisk, and Fire Department members attended the annual Rotary Club Firefighter/Police Officer of the year award luncheon.

**February 17<sup>th</sup> & 18<sup>th</sup>** – Chief Palmer and Asst. Chief Sisk attended the Tennessee Fire Chiefs Association conference in Murfreesboro.

**February 23<sup>rd</sup>** – Chief Palmer and Asst. Chief Sisk attended the monthly Safety Committee meeting held at fire station 2.

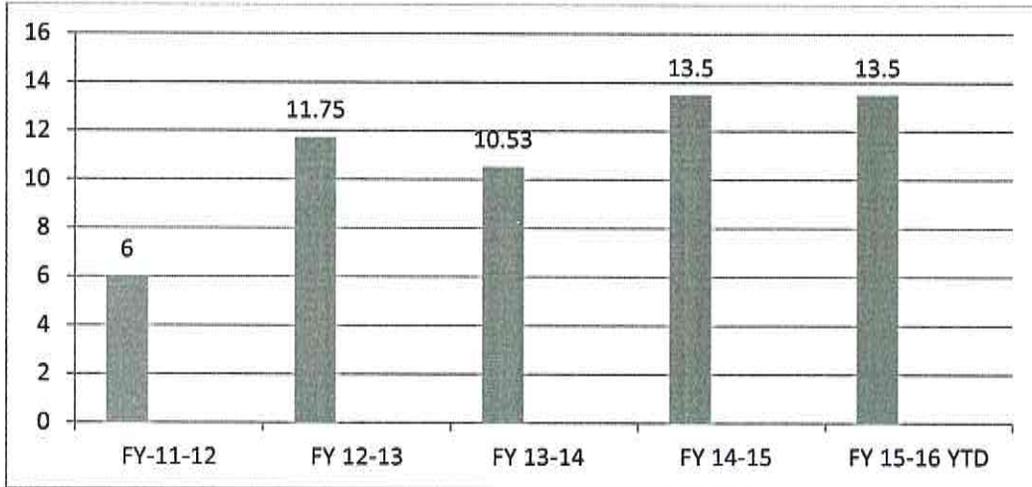
Asst. Chief Sisk attended four National Weather Service weather briefings during the month of December.

**Monthly Performance Indicators**

**Personnel Responding to Structure Fires**

The Department goal in this area would be to exceed our current four year average of 10.4 firefighters for each structure fire response within our city limits.

**Fire Department  
February 2016**

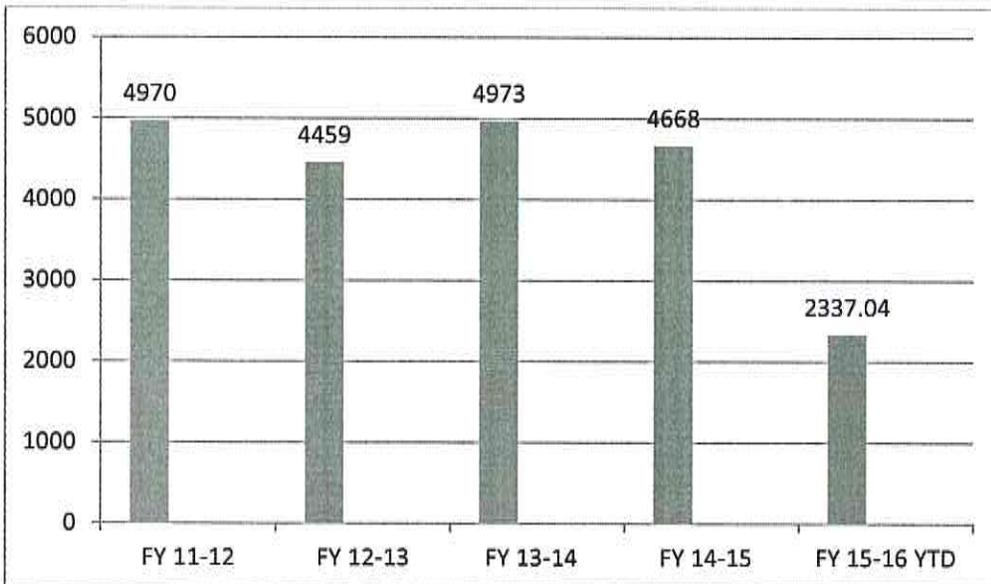


**Incident Responses**

Structure Fires	1	Vehicle Accidents(general cleanup)	4
Other Fires	0	Vehicle Accidents(With injuries)	5
Vehicle Fires	2	Rescue	1
Grass, Brush, Trash, Fires	0	False Alarms/Calls	5
Hazmat	1	Assist other Governmental Agency	0
Other Calls	9	Total Responses for the Month	84
Emergency Medical Responses	56	Total Responses Year to Date	714

**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 4,176 hours per year.

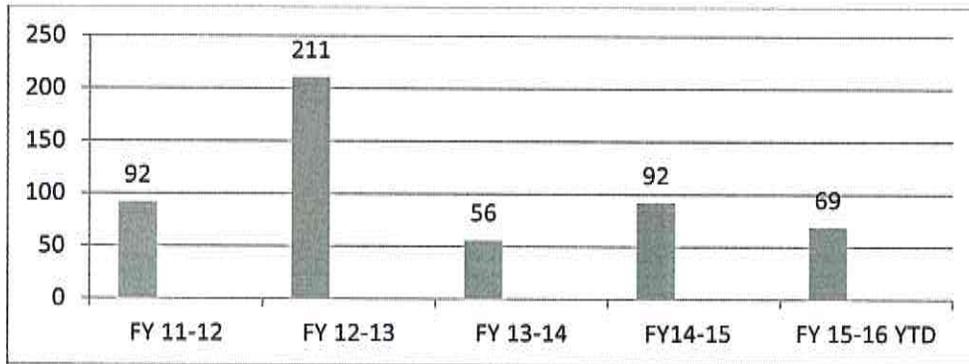


Total Training Man-hours for the Month	264.86	Total Training Man-hours Year to Date	2337.04
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**Fire Department  
February 2016**

**Fire Inspection**

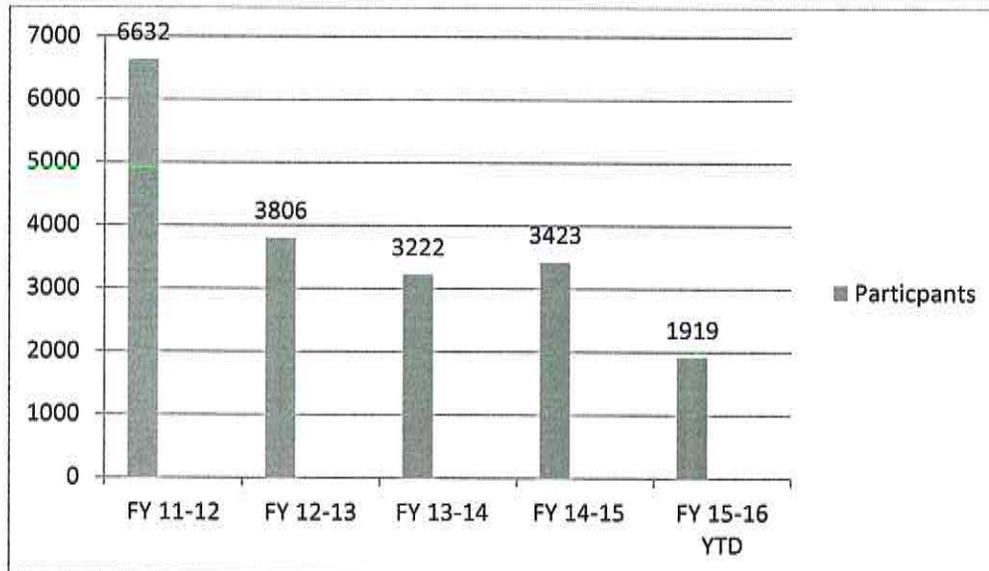
It is part of our fire prevention goals to complete a fire inspection at each business annually. Currently in our data base there are 387 businesses in the city including commercial and industrial facilities.



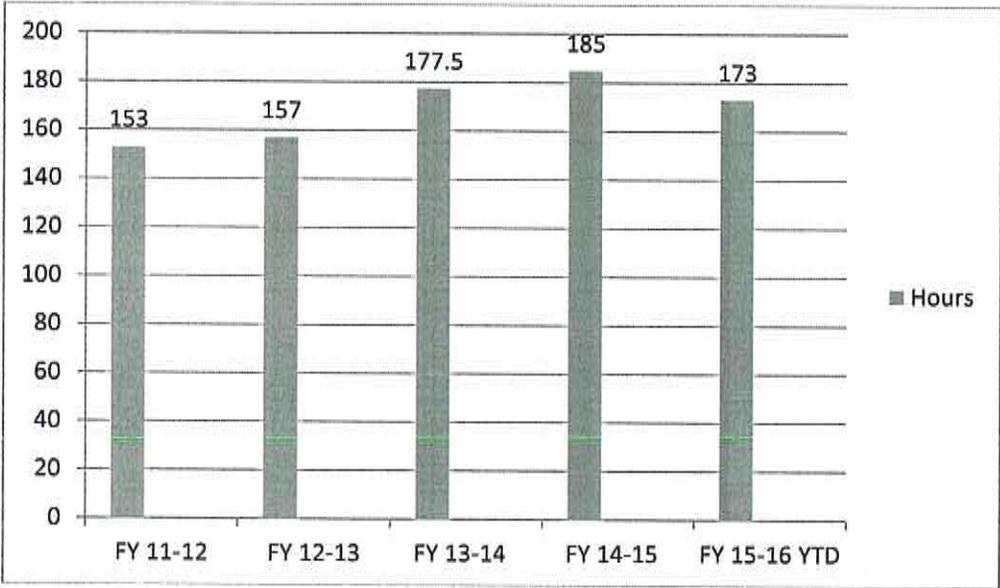
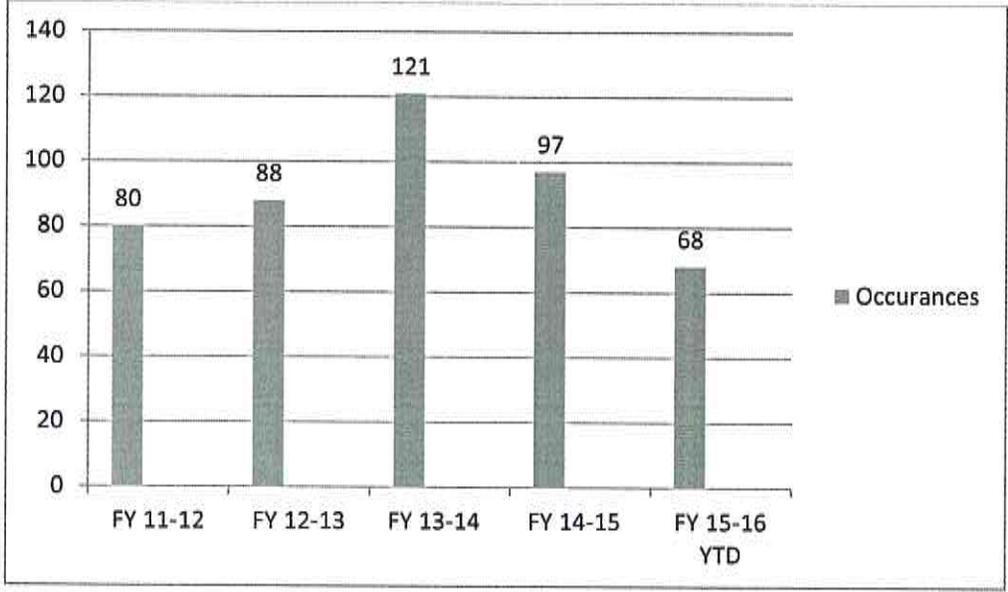
Fire Inspections	5	Year to Date 69	Plat / Plan Reviews	2	Year to Date 22
Fire Investigations	1	Year to Date 5	Fire Preplans	0	Year to Date 6

**Public Fire Education**

It is a Department goal to exceed our last three years averages in Participates (3,484) Occurrences (102) and Contact Hours (173). 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  
February 2016**



Participants	216	Education Hours	12
Participants Year to Date	1,919	Education Hours Year to Date	173
Number of Occurrences	8	Number of Occurrences Year to Date	68

**Public Services Department - Public Works Division  
February 2016**

**Staffing:** The public works department is authorized 8 full time employees.

1. (1) Stormwater Manager (1);
2. (1) PW Supervisor (1);
3. (1) Full-time PW crew leader; (Vacant)
4. (2) Full-time truck drivers (1-PW & 1-Sanitation);
5. (3) Full-time maintenance workers (1-PW, 1-Stormwater & 1-Sanitation).

Total Hours Worked	FY 11/12	FY 12/13	FY 13/14	FY 14/15	JAN-16	FEB-16	YTD 15/16
Stormwater	0	0	0	0	318	389	3,765
Sanitation	8,930	5,975	3,138	2,914	168	184	1689
Street	3,539	3,765	4,485	4,040	962	860	3,995
Facility Maintenance	100	124	839	2,049	216	413	1,682
Fleet Maintenance	147	445	857	1,157	139	116	700
Meeting/Training	135	332	653	572	44	51	315
Leave	915	1,005	1022	807	170	112	830
Holiday	1,040	650	730	850	60	80	635
Overtime	0	70	166	263	95	26	335
Administrative	0	0	496	781	29	38	225

**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.

Sanitation	FY 11/12	FY 12/13	FY 13/14	FY 14/15	JAN-16	FEB-16	YTD 15/16
Brush Collection Stops	2,970	2,787	5,394	5,915	309	353	3,513
Brush Truck Loads	468	302	644	503	22	27	260
Leaves Pickup Bags	N/A	519	4,324	4,016	217	45	2,259
Brush/Leaves Hours	N/A	585	2,119	1,634	85	94	815
Litter Pickup Bags	0	168	535	309	13	17	143
Litter Pickup Hours	N/A	443	829	1,147	83	90	874

**Public Services Department - Public Works Division  
February 2016**

**Sanitation Collection:**

The goal for the curbside garbage and recycling collection program is *to maintain an error rate of less than 1%*. The February 2016 work order report shows that staff made **67** requests on the WI web portal system, of which only **16** 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.

Solid Waste	FY 11/12	FY 12/13	FY 13/14	FY 14/15	JAN-16	FEB-16	YTD 15/16
Tons	3,634	3,458	3,315	3,081	222	242	2,150
Disposal Fee	\$88,325.03	\$85,077.60	\$82,869.34	\$86,098.70	\$5,580.44	\$6,049.10	\$53,799

SW Accounting	FY 11/12	FY 12/13	FY 13/14	FY 14/15	JAN-16	FEB-16	YTD 15/16
Units Billed	44,485	44,244	44,953.00	45,763	3,924	3,949	31,283
Receivables	\$683,625.00	\$690,098.50	\$692,727.50	\$795,325.12	\$67,609	\$67,932	\$539,427
Revenue	\$654,858.69	\$684,487.53	\$705,287.91	\$781,004.41	\$69,492	\$69,360	\$544,156

**Citizen Solid Waste Drop-off Program:**

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

SW Drop-Off	FY 11/12	FY 12/13	FY 13/14	FY 14/15	JAN-16	FEB-16	YTD 15/16
Participants	715	809	525	712	23	32	363
Tons	168	141	168	166	6	8	82
Disposal Fee	\$16,513.14	\$15,473.00	\$16,913.54	\$13,208.16	\$657	\$653	\$6,833

**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 **22 tons** of material which is a savings of about **\$1,825.00** in avoided landfill tipping fees. In addition, the recyclable material revenue for the month was approximately **\$353.35**. This is a net gain of **\$2,177.08**.

Recycling	FY 11/12	FY 12/13	FY 13/14	FY 14/15	JAN-16	FEB-16	YTD 15/16
Curbside Tons	244	393	456	408	52	37	282
Recycling Rate	7%	13%	14.3%	13.5%	19%	13%	10%
Revenue (curbside)	-	\$4,749.94	\$3,469.56	\$2,472.91	\$0	\$0	\$19.08
Fee (new program)	\$6,736.13	-	-	-	(\$779)	(\$558)	(\$1,865)
<i>Metal (drop-off) Tons</i>	11	62	42	33	0	4	26
<b>Metal Revenue</b>	<b>\$3,167.45</b>	<b>\$10,555.50</b>	<b>\$6,240.40</b>	<b>\$4,333.90</b>	<b>0</b>	<b>\$236</b>	<b>\$1,662</b>

**Public Services Department - Public Works Division  
February 2016**

**Stormwater Improvement Projects:**

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

Stormwater	FY 11/12	FY 12/13	FY 13/14	FY 14/15	JAN-16	FEB-16	YTD 15/16
Drainage Requests	3	27	17	23	0	0	13
Drainage Work (feet)	58	1,457	2,513	2,232	0	69	1,743
Drainage Man Hours	N/A	891	1,261	1,135	139	203	2,565
Debris Removed Loads	N/A	75	57	75	20	17	485
Sweeping Man Hours	0	0	272	460	10	6	160

Stormwater Accounting	FY 14-15	JAN-16	FEB-16	YTD 15/16
Units Billed	24,410.00	4,125	4,150	28,803
Receivables (Billed)	\$107,249.28	\$34,432.56	\$34,861	\$240,787
Revenue (Received)	\$105,118.28	\$34,010.52	\$34,944	\$224,487

**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 11/12	FY 12/13	FY 13/14	FY 14/15	JAN-16	FEB-16	YTD 15/16
Curb Repair	0	1	1	0	0	0	0
Shoulder LF	0	788	3,331	100	0	0	6,054
Shoulder Hours	0	0	88	54	7	0	49
Potholes	168	125	202	269	32	86	208
Pothole Hours	N/A	N/A	600	908	61	37	226
Mowing Hours	0	101	446	146	0	0	140
R-O-W Hours	N/A	N/A	12	299	9	20	188
Signs	119	153	106	251	10	13	57
Sign Work Hours	N/A	N/A	219	473	23	19	130
Salt Tons	55	4	79	76	204	2	221
Salt Hours	N/A	N/A	159	385	24	17	26
Decorative Streetlight Hours	0	0	0	33	0	5	30

**Public Services Department - Public Works Division**  
**February 2016**

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.

**Public Services Department - Wastewater Division  
February 2016**

**Collection System Activities**

**Employee Recognition:**

We've had three (3) staff members take the Collection Systems II Wastewater course which prepares them for the test in May. The members eligible for the May testing are Derrick McMillan, Harley Watts and Mike Smith. We wish them the best of luck with their exam.

**WWTP Headworks Project:**

Some of the mechanical equipment has been delivered. The drum screens were delivered during the last week of January, which was several weeks ahead of schedule. However, I inspected the units prior to accepting them and found several welding issues and some damage that had occurred during shipping. I rejected the delivery and sent the units back to the factory so that they could do some much needed quality control, which should have been done before they shipped them to us. (The preconstruction meeting was held on September 15, 2015, and the official construction commencement date was October 5, 2015. The project has a 240-day substantial completion date and a 270-day final completion date.)

**Calista Lift Station Rehabilitation Project:**

This project is replacing the motor control center (MCC), the installation of VFD's, the installation of grinders at the vertical turbine pumps and the replacement of the auxiliary power generator. The Calista MCC project will also include the installation of two (2) VFD's and grinders at the North Palmers Chapel vacuum station. The mechanical and electrical materials are in production and the project CPM schedule shows work commencement on January 15. (We had the preconstruction meeting on September 15, 2015 and the official construction commencement date is October 5. The project has a 150 day substantial completion date and a 180 day final completion date.)

**Wastewater Billing Information - monthly non-payment cut off/turn on report:**

Each month the city has an average of 35 customers that do not pay their sewer bill on the due date. Therefore, the sewer department staff is charged with disconnecting the water service by locking the meter in the off position until such time that they come in and pay their fees. The City charges a 10% late fee and a \$50.00 reconnect fee which be paid before service is reconnected. For those customers that have an unusually high bill, the City provides for a monthly repayment schedule.

	<u>FY 11/12</u>	<u>FY 12/13</u>	<u>FY 13/14</u>	<u>FY 14/15</u>	<u>JAN-15</u>	<u>FEB-16</u>	<u>YTD</u>
Late Payments	11,790	12,857	12,685	12,068	1,033	1,237	8,465
Disconnects for non-pay	N/A	N/A	258	442	29	22	282
Revenue Late Payments	\$62,880	\$67,810	\$65,074	\$61,350	\$5,519	\$6,358	\$47,848

**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 11/12</u>	<u>FY 12/13</u>	<u>FY 13/14</u>	<u>FY 14/15</u>		<u>JAN-15</u>	<u>FEB-16</u>	<u>YTD</u>
Tennessee 811	948	866	1,306	1,416		113	124	1,011

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

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

**Public Services Department - Wastewater Division  
February 2016**

<u>Lift Station Location</u>	<u>FY 11/12</u>	<u>FY 12/13</u>	<u>FY 13/14</u>	<u>FY 14/15</u>	<u>JAN-15</u>	<u>FEB-16</u>	<u>YTD</u>
North Palmers Chapel	1,483	1,736	3,559	483	4	4	33
Calista Road	985	1,058	2,014	418	2	2	18
Wilkinson Lane	417	231	219	101	0	0	0
Portland Road	13	25	36	13	0	0	1
Cope's Crossing	109	445	208	72	0	0	4
Union Road	16	149	93	45	0	0	91
Meadowlark Drive	32	40		33	0	0	0
Highway 76	20	9	6	2	0	0	0
Cambria Drive	32	16	9	0	0	0	1
Treatment Plant	439	359	333	122	0	0	0

**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>Work Orders</u>	<u>FY 10/11</u>	<u>FY 12/13</u>	<u>FY 13/14</u>	<u>FY 14/15</u>	<u>JAN-15</u>	<u>FEB-16</u>	<u>YTD</u>
"Grinder Project"	144	229	3	0	0	0	0
PD to Centrifugal Converts			4	10	0	0	3
2000 to Extreme C/O	0	85	86	60	6	5	35
2000 to 2000 C/O	271	19	13	23	0	0	7
Extreme to 2000 C/O	0	33	14	28	3	0	15
Extreme to Extreme C/O	0	157	110	117	11	15	82
Centrifugal to Centrifugal C/O	-	-	-	5	0	0	0
2000 Conversions	159	26	3	0	0	0	2
Extreme Converts	0	43	83	74	4	5	35
<b>Total Pumps Replaced</b>	<b>430</b>	<b>363</b>	<b>313</b>	<b>321</b>	<b>24</b>	<b>25</b>	<b>195</b>
Low Pressure Service Request	554	977		723	42	51	354
Vacuum System Service	96	127	102	58	3	18	68
Gravity Service Request				14	1	0	5
Inspection for New Service	0	0	27	51	1	2	22
Final Inspection for New	0	0	47	66	1	2	29
Sanitary Sewer Overflow (SSO)	0	4	2	3	1	0	5
Odor Complaints	0	0	11	14	1	0	13

**Public Services Department - Wastewater Division  
February 2016**

**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>FY 10/11</u>	<u>FY 11/12</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 14/15</u>	<u>JAN-15</u>	<u>FEB-16</u>	<u>YTD</u>
Major Lift Stations	12	5	5	18	26	2	4	45
Mainline	0	1	7	18	14	1	2	9
Service Line	82	52	65	136	49	4	2	22

**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. The vertical inline (VI) sewerage pump #2 has a cracked volute and due to the age of the pump, the City can no longer get the volute. The new Yeoman VI pump is on order and we are awaiting delivery.

The weather has caused multiple issues with the air control valves at the residences, which required staff to work through the night tracking down leaking valves and replacing with a new controller. The same was an issue at the North Palmers Chapel vacuum station. We are waiting for AirVac to release the new generation of valves and controllers that are designed to prevent water from entering the controllers and making them inoperable. AirVac has set a tentative release date of March 2016.

**COPE'S CROSSING:**

The issues with Cope's Crossing were resolved by WASCON and is running normal.

**UNION ROAD:**

WASCON has replaced the impellers and check valves and the station is running normal.

**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>DEC - 2015</u>	<u>JAN - 2016</u>	<u>FEB - 2016</u>	
<b>Flow</b>	<b>0.909 MGD</b>	<b>0.814 MGD</b>	<b>0.780 MGD</b>	
<b>Capacity</b>	<b>1.40 MGD</b>	<b>1.40 MGD</b>	<b>1.40 MGD</b>	
<b>% of Plant Throughput</b>	<b>65%</b>	<b>58%</b>	<b>55.7%</b>	(0.780 MGD) / (1.40 MGD)
<b>Actual Capacity</b>	<b>1.12 MGD</b>	<b>1.12 MGD</b>	<b>1.12 MGD</b>	(1.4 MGD x 80%)
<b>% of Allocated Capacity</b>	<b>81.2%</b>	<b>72.6%</b>	<b>69.6%</b>	(0.780 MGD) / (1.12 MGD)
<b>Rainfall</b>	<b>5.56"</b>	<b>3.35"</b>	<b>7.17"</b>	

**Public Services Department - Wastewater Division  
February 2016**

<u>Effluent</u>	<u>FY 10/11</u>	<u>FY 11/12</u>	<u>FY 12/13</u>	<u>FY 13/14</u>	<u>FY14/15</u>	<u>JAN-15</u>	<u>FEB-16</u>	<u>YTD</u>
Violations		4	6	2	1	0	0	7

Violations were due to rain events causing excessive flows through the plant which resulted in heavy discharges.

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 19 gallons per day at the Union Road lift station and 17 gallons per day at the Old Tyree lift station.

2. **Oxidation Ditch:**

Running optimally.

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.

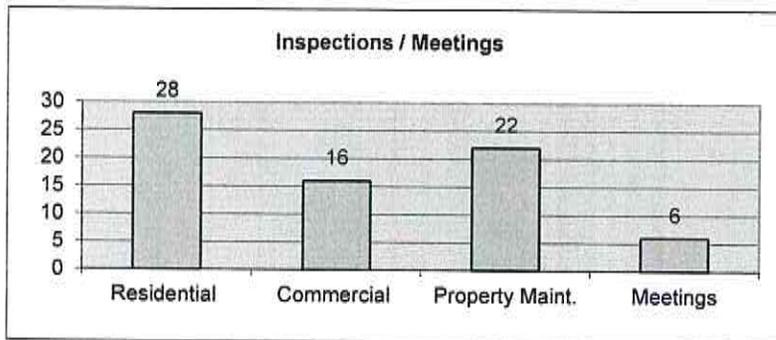
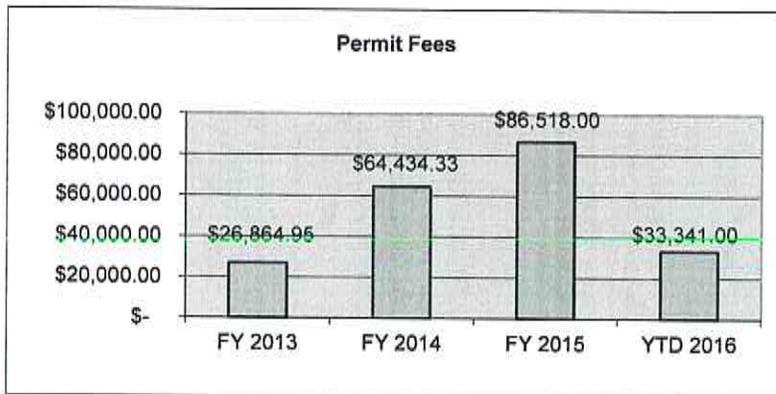
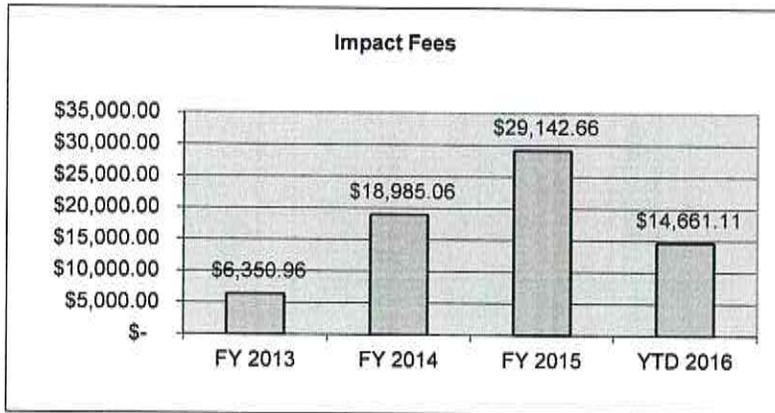
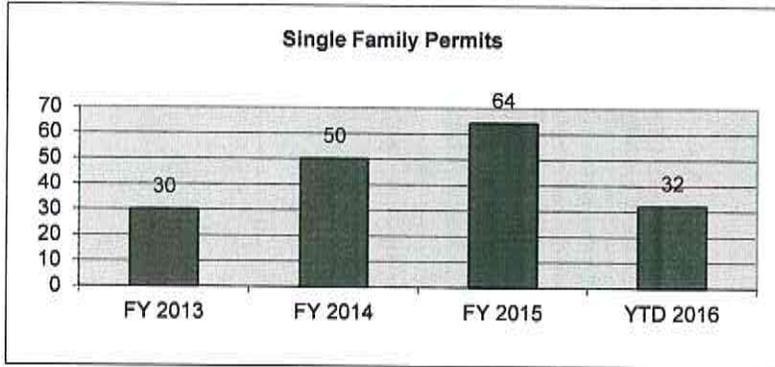
*TDEC has responded to our use of PAA as the method of disinfection and the agency wants to study the process in more detail before making a final response. The next phase involves further testing, bio-assay sampling of the streams, quantifying daily use rate and an engineering report.*

The PAA feed rate is now operating at a constant 1.26 parts per million (ppm) which is still well below the expected usage levels.

Our TDEC permit states in part that, "The concentration of the E. Coli group after disinfection shall not exceed 126 cfu's (colony forming units) per 100 ml." Additionally, our daily maximum concentration limit is 941/100ml.

Our E. Coli testing for the month was an average of 26.8 cfu's, which is well below the limit.

**Planning and Codes Department  
FEBRUARY 2016**



**Planning and Codes Department  
FEBRUARY 2016**

	Month	YTD 16	FY2015	FY2014	FY2013
<b>MEETING AGENDA ITEMS#</b>					
Planning Commission	4	37	50	38	39
Construction Appeals	0	1	1	0	0
Zoning Appeals	1	10	8	9	5
Training/Study Session	0	0	1	0	0
Property Maintenance	0	0	0	0	0
<b>PERMITS</b>					
Single Family Residential	1	32	64	50	30
Multi-Family Residential	0	0	3	123	2
Other Residential	4	107	367	132	133
New Commercial	1	3	7	2	1
New Industrial	0	1	1	0	0
Other Com/Ind	2	18	51	26	27
State Electrical	43	365	657	478	329
Sign	1	11	17	16	11
Occupancy Permits	3	39	54	59	62
Commercial Certificate of Occupancy-					
<b>Ink N Screens-3330 Hwy 31W</b>					
<b>Liberty Tax Service-2913 Hwy 31W</b>					
<b>Colorado Grill Banquet Room-2747 Hwy 31W</b>					
Other	0	1	1	71	18
<b>BUILDING INSPECTIONS</b>					
Residential	28	959	1194	519	334
Hours	13	194	295.61	175.59	111.25
Commercial /Industrial	16	90	360	189	151
Hours	7.67	37.66	127.41	79.33	94.34
<b>CODE ENFORCEMENT</b>					
Total Cases	22	236	612	531	735
Hours	5.42	38.92	70.49	83.42	113.92
Complaints Received	3	68	145	141	126
<b>MEETINGS</b>					
Administration	1	21	29	39	55
Hours	1	43	56.92	67.95	89.06
Planning	2	20	23	31	40
Hours	1	46.75	56.8	101.25	51.1
Codes	3	24	34	50	53
Hours	2	16.08	28.74	58.25	73.5
<b>FEES</b>					
Permit Fees	\$3,201.00	\$ 33,341.00	\$ 86,518.00	\$ 64,434.33	\$ 26,864.95
Board Review Fees	\$575.00	\$ 6,875.00	\$ 17,244.50	\$ 7,297.90	\$ 3,150.00
City Impact Fee	<b>\$1,369.72</b>	<b>\$ 14,661.11</b>	<b>\$ 29,142.66</b>	<b>\$ 18,985.06</b>	<b>\$ 6,350.96</b>
Roads	\$640.64	\$ 7,550.11	\$ 12,820.88	\$ 5,405.07	\$ 3,056.90
Parks	\$39.60	\$ 1,267.20	\$ 5,943.60	\$ 4,993.50	\$ 1,197.40
Police	\$415.15	\$ 3,519.54	\$ 6,155.15	\$ 4,494.28	\$ 1,262.70
Fire	\$274.33	\$ 2,323.46	\$ 4,067.80	\$ 2,976.51	\$ 796.76
<b>OTHER ITEMS</b>					
Subdivision Lots	0	51	0	0	0
Commercial/Ind. Sq Ft	17,720	17,720	61,486	3,936	3,423
Multi-Family Units	0	0	144	123	n/a
Other	n/a	n/a	n/a	n/a	n/a
Subdivision Bonds: 10	\$565,590.00	\$ 592,040.00	\$632,150.00	\$693,270.00	\$ 974,300.00
Builders Bonds	45,366.43	\$ 43,866.43	\$ 43,366.43	\$ 43,366.43	\$ 42,866.53
Workings Days in Month	16	17	16	16	16

**Parks, Recreation, & Cultural Arts Department  
February 2016**

**Summary of Month's Activities**

The fence has been installed around the splash pad. The electrical, site cleanup and seeding/soil stabilization still need to be done in order to complete the project. The electrical work was outside of the original scope of work so we had to pay additional charges to CEMC for that. Once we hear back from CEMC that they have received payment, and then we can begin the process of installing the electrical.

Work has begun on the Municipal Complex pavilion and restroom building as well as the renovation of the Municipal Park restrooms in the back of the park.

The Municipal Park street lighting project was put out for bids and CSR Engineering will be doing that project for us. The project got underway the week of February 22<sup>nd</sup>. They have begun digging the holes and all of the concrete forms have been delivered. The project should be completed by the end of March.

The analysis of the soccer complex parking area lighting has come back from CSR Engineering and they have given us a couple of options on which way we want to proceed with it. They have also been able to give us an approximate price for the project, which is \$19,250-\$21,500.

The last of the 18 holes for the disc golf course are done. The group is \$500 away from meeting their financial expectations for the tee pads. They are thinking about putting in bridges for the places that are more treacherous for walking. It is ready to play on now and everything is really close to being done. If they had to estimate, it might be about a month away from being done.

Recreation

We are currently hiring for the Superintendent position. I will continue to run it until the position is filled.

Youth Basketball games have ended in all age groups except for 5<sup>th</sup> & 6<sup>th</sup> Grade Boys, which ends March 5<sup>th</sup>. We had approximately 270 participants and 34 teams.

Adult Co-ed Volleyball did not make this year. We will have to look at some different options for this league because it seems to have a lot of competition now with Temple Baptist offering their own league.

The Girls Volleyball spring league registration ended on February 29<sup>th</sup>. We have 5 teams in each league and 80 girls total. Practices will start in March and games start in April.

Little League Challenger Baseball registration started January 4<sup>th</sup> and runs through March 7<sup>th</sup>. The registration fee is \$35 for City Residents/\$47 for Non-Residents – Includes Full Uniform. Practices will begin in March and Saturday games start in April.

The Men's Softball Spring League registration started January 25<sup>th</sup> and will end March 7<sup>th</sup>. It is \$450 per team – Non-Resident Fees May Apply. Games will be on Tuesdays and Thursdays.

Adult Co-ed Kickball registration started January 25<sup>th</sup> and will end March 7<sup>th</sup>. It is \$350 per team – Non-Resident Fees May Apply. Games will be on Mondays and/or Fridays.

Parks Maintenance

- John Skinner was hired for the Parks Supervisor position. John is coming to us from the Portland Parks Department as a maintenance worker for them. Before that John worked for Puryear Farms for 8 years where he was able to get supervisory experience, leading teams equal in numbers to what he will deal with out at the park. He should be a great addition to our park and I am excited to get him started.
- We thought we had the part-time groundskeeper position filled, but we were unable to contact the applicant after he had accepted the position. So, we will keep trying to fill that position.
- Workers have continued performing landscaping maintenance at the trailheads, Municipal Park, and Soccer Complex.

**Parks, Recreation, & Cultural Arts Department**  
**February 2016**

- Employees have been using a rented limb chipper to grind up small trees and limbs along the disc golf course in the back of the park, along the recreational trail, and along the greenway.
- New base anchors will be installed on Field 1 to accommodate softball teams that play on 50 ft. bases.
- Field 7 mound and home plate have been shaped up.
- 3 brand new benches that we got from Mid-South Recreation have been installed on the greenway between the big bridge where White House High School is and the North Palmers Chapel bridge underpass. One of these benches was dedicated with a plaque to Donna Murphy who has helped clean up along the greenway for years.

Seniors

The month of February the seniors enjoyed a bowling trip, Feb 2<sup>nd</sup>, to Strike n Spare in Hendersonville. Valentines week they watched a romantic movie at the center. After their monthly game of Bunco they enjoyed a great lunch and wonderful service at Johnsons Crossroads. Feb 23<sup>rd</sup> a trip to the movies and lunch at Demo's. After lunch on Feb 24<sup>th</sup> everyone brought one of their school pictures and they had fun identifying their friends. The month ended with a trip to Chaffin Barn Theater, Feb 25<sup>th</sup>, with 31 attending.

**Parks, Recreation, Cultural Arts Department**  
**FEBRUARY**  
**2016**

		Current Year	
		Jan. 16	Feb. 16
		YTD 2015-16	

Mowing Hours	8	0	586
Pounds of Grass Seed Sown	10	10	3,885
Pounds of Fertilizer Applied	20	0	3,520
Number of Trees/Shrubs Planted	0	0	0

FY	FY	FY	FY	FY
2010-11	2011-12	2012-13	2013-14	2014-15

1,486	1,346	1,276	1,134	887
3,140	2,275	3,280	2,560	2,265
8,150	2,540	5,525	1,620	3,050
20	39	3	23	15

**Maintenance**

Number of Youth Program Participants	0	0	539
Number of Adult Program Participants	0	0	131
Number of Special Event Attendees	0	0	2,680
Total Number of Special Events Offered	0	0	11
Total Number of Programs Offered	5	5	23
Youth Program Revenue	\$731.00	\$3,954.00	\$ 40,423.00
Adult Program Revenue	\$0.00	\$950.00	\$ 4,152.00
Special Event Revenue	\$0.00	\$0.00	\$ 2,320.00

354	448	818	762	767
2,353	2,471	1,726	855	537
3,484	3,970	2,796	4,145	2,643
19	17	19	12	11
68	78	51	46	43
\$29,068.00	\$29,702.00	\$ 49,676.00	\$49,197.40	\$53,736.37
\$14,899.65	\$19,216.05	\$ 16,060.90	\$13,155.30	\$8,855.00
\$8,010.00	\$7,355.00	\$ 5,970.00	\$4,965.00	\$3,920.00

**Recreation**

Number of Shelter Reservations	0	0	45
Hours of Shelter Reservations	0	0	153
Shelter Reservation Revenue	\$50.00	\$260.00	\$ 1,259.00
Number of Facilities Reservations	31	29	190
Hours of Facility Reservations	87	75	577
Facility Reservation Revenue	\$3,756.25	\$2,081.25	\$ 20,793.77
Field Rental Revenue	\$25.00	\$265.00	\$ 2,518.00
Misc. Revenue	\$1,870.95	\$5,346.24	\$ 17,656.89

116	112	110	103	112
\$3,415.00	\$ 3,396.00	\$ 3,270.00	\$2,823.00	\$3,379.50
63	136	261	207	191
\$6,475.63	\$ 16,224.25	\$ 36,686.43	\$26,540.00	\$21,028.62
\$60,991.46	\$ 56,423.35	\$ 71,032.39	\$37,420.52	\$28,644.18

**Administration**

Senior Center Participants	549	775	5,692
Number of Trip Participants	21	54	295
Number of Meals Participants	203	257	2,105
Number of Program Participants	325	464	3,222
Number of Trips Offered	2	3	23
Number of Meals Served	3	4	32
Number of Programs Offered	9	8	73

2,860	3,269	3,586	3,478	3,770
473	387	477	507	538
2,912	3,315	2,867	2,910	2,932
632	4,486	4,030	3,419	4,618
42	31	34	38	45
46	49	49	49	50
50	90	87	81	74

**Senior Center**

**White House Library**  
**February 2016**

**Summary of Activities**

The library participated in the High Schools' Job Shadowing program and had 2 students come learn about what goes on behind the scenes at the library.

The Friends of the Library meet on February 2<sup>nd</sup>. They discussed their pancake breakfast, which they plan to hold on the third Saturday of April from 7:00am to 10:00am, their membership/donations during December, and their upcoming membership drive. The Friends were given a large amount of Legos, which are currently on the library's Lego table, 44 puzzles and 3 board games. The library has already added the puzzles to its collection and they are now available for check out. A donation of \$300 was given to the Friends which was used to buy additional board games for the library. Once these items are added to the collection, some of them will also be available for check out. The Friends also applied for a Walmart and Dollar General Grant to help pay for performers, supplies, and prizes for our summer reading program.

The library purchased a number of items with the State Tech Grant this month which included three tablets, an Ipad and Apple TV, a new laptop, and some photoshop software. The three tablets will be available for patron check out later this month. Also, the Adobe Photoshop software will be installed on three computers in the computer lab for patrons to use. Lastly, the new laptop will be used by the children's librarian as well as the Apple TV and Ipad which can be used during story time to add digital elements to the stories.

The children's librarian and one library clerk attended the summer reading conference in Brentwood on February 3<sup>rd</sup>. At this event, librarians got to talk about the summer reading theme, possible programs, and the goals/objectives of this event.

On February 5<sup>th</sup>, the library director attended a One Book One Community meeting at Vol. State. At this meeting, the fliers for the event were passed out and there were some discussions on the events that will take place at each library.

The library director attended a conference called Tenn-Share meeting on Datafest. This committee reviewed last year's set-up, pros and cons, and will make changes accordingly for this year's event.

The library director then attended the full Tenn-Share board meeting on February 29<sup>th</sup>. The board reviewed its strategic plans and talked about any changes/updates that need to be made so that work can be done on implementing these strategic goals.

The library had a total of 18 kid programs, 4 teen programs, and 4 adult programs. The 18 Children programs consisted of toddler and preschool story times, Saturday story times, homeschool group, and our Monday afterschool programs. We had a total of 189 in attendance at the combined children's programs. The 4 teen programs consisted of a hardware jewelry making class, a creative writing workshop, a movie night, and a sticky note art night. We had a total of 10 teen show up for these events. The adult programs consisted of 2 computer classes, a book club meeting, and a calligraphy class. A total of 22 adults showed up for these events.

**Department Highlights**

The highlights for the month were the two new collections (puzzles and board games) that the library will have available for patrons to check out as well as the new technology devices that will be available for patron checkout and enhance library programs.

**White House Inn Library & Museum  
February 2016  
Performance Measures**

**Official Service Area Populations**

2009	2010	2011	2012	2013	2014	2015	2016
12,980	13,316	13,257	13,421	13,386	13,477	13,616	

**February Membership**

Year	February Membership			Cumulative Members
	New Members	Updated Members	Total Members	% of Population with Membership
2013	51	0	10,677	79
2014	34	650	8,726	65
2015	41	180	9,243	68
2016	96	335	10,749	78

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, which is why there is such a difference in membership from 2013 to 2014. However, even with the purge, our users have increased greatly with the new library opening.

**Total Material Available:** 29,128

**Estimated Value of Total Materials:** \$728,200      **Last Month:** \$723,600

**Total Materials Available Per Capita:** 2.13      **Last Month:** 2.12

**State Minimum Standard:** 2.00

The library's goal is to meet or exceed the state standard of 2.00 items per capita either with print or electronic items, which the library is currently meeting.

**Materials Added In February**

2011	2012	2013	2014	2015	2016
255	451	261	174	168	220

**Yearly Material Added**

2011	2012	2013	2014	2015	2016
3,036	2,671	4,108	3,488	2,830	608

The library's goal is to add material that meets the current and future needs of city patrons. Due to the increase in circulation, the library believes that it is adding material that meets its patron's wants and needs.

**Physical Items Checked Out in February**

2011	2012	2013	2014	2015	2016
5,163	4,510	3,196	3,169	3,430	5,399

**Cumulative Physical Items Check Out**

2011	2012	2013	2014	2015	2016
63,395	51,116	47,160	47,509	49,442	10,343

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 print items it checked out in 2015 compared to 2014. Even with this increase, the library was still below the 2.5 state standards. However, we expect to be much closer to the requirement since we are seeing an increase in circulation at the new library.

**February Users**

	2015	2016
Technology Devices	0	11
Kids Tech Devices	0	7
Study Rooms	0	80
Lego Table	0	165

**Yearly Users**

2015	2016
48	18
33	7
300	123
145	312

The library has added video games, kids' touch pads, and viewable books for children to check out in addition to Kindles and Hot Spots for adults. All of these devices are checking well considering most of them check out for a 2 week period. Additionally, the study rooms are checking out in great numbers. We are also trying to keep track of the number of kids that use the Lego table during the month through general observation.

**Volunteers:** 22    **Hours:** 146 hours and 15 minutes

**February Computer Users**

	2011	2012	2013	2014	2015	2016
Wireless	***	***	86	65	165	533
Internet Computers	622	436	323	239	322	350
Kids	223	340	151	68	68	180

**Yearly Computer Users**

2011	2012	2013	2014	2015	2016
***	***	1,071	1,315	3,704	1,080
5,983	4,282	3,791	3,743	3,882	687
3,244	2,874	1,691	1,478	1,857	297

**White House Inn Library & Museum**

**February 2016**

**Performance Measures**

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. The new library has better WI-FI which is being used greatly. Our computers are still checking out in great numbers as well.

**Kids Programs**

February	Kids Sessions	Kids Attendance
2011	9	232
2012	7	152
2013	4	99
2014	8	133
2015	5	72
2016	18	189

**Yearly Totals**

Kids Sessions	Kids Attendance
91	2,805
76	2,232
92	2,193
109	2,225
96	1,743
34	344

The library had 18 kids' programs. These 18 programs consist of toddler story times, preschool story times, homeschool group, Monday after school programs, and Saturday story times.

February	Teen Sessions	Teen Attendance
2011	0	0
2012	0	0
2013	0	0
2014	0	0
2015	0	0
2016	4	10

Teen Sessions	Teen Attendance
0	0
4	31
7	35
14	100
16	87
8	20

The library had a total of four teen events in February which included a Jewelry making class, a movie night, a creative writing workshop, and a sticky note art night.

February Totals	Adult Sessions	Adult Attendance
2011	2	22
2012	1	10
2013	1	13
2014	1	7
2015	1	7
2016	4	22

Adult Sessions	Adult Attendance
14	217
16	245
11	107
15	243
25	294
8	39

The library had four adult programs in February which included our regular book club, two computer classes, and calligraphy class.

**Services Provided by Contracting with State**

**January Interlibrary Loan Services**

	2011	2012	2013	2014	2015	2016
<b>Borrowed</b>	23	32	21	26	25	45
<b>Loaned</b>	2	16	19	33	13	30

**Yearly Interlibrary Loan Services**

2011	2012	2013	2014	2015	2016
337	362	136	271	303	72
64	100	165	411	253	60

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

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
<b>eBooks</b>	792	2,010	3,688	5,664	3,792
<b>Audios</b>	1,717	2,501	2,521	3,308	2,615

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

**CITY COURT REPORT**

**FEBRUARY 2016**

**CITATIONS**

TOTAL MONIES COLLECTED FOR THE MONTH \$7,962.50  
**TOTAL MONIES COLLECTED YTD \$58,250.05**

**STATE FINES**

TOTAL MONIES COLLECTED FOR MONTH \$2,327.17  
**TOTAL MONIES COLLECTED YTD \$13,912.66**

**TOTAL REVENUE FOR MONTH \$10,289.67**  
**TOTAL REVENUE YTD \$72,162.71**

**DISBURSEMENTS**

LITIGATION TAX \$573.99  
DOS/DOH FINES & FEES \$223.25  
DOS TITLE & REGISTRATION \$180.50  
RESTITUTION/REFUNDS \$25.00  
TBI-EXPUNGEMENT/FEES \$0.00  
CASH BOND \$0.00  
WORTHLESS CHECKS \$80.00  
**TOTAL DISBURSEMENTS FOR MONTH \$1,082.74**  
**TOTAL DISBURSEMENTS YTD \$7,195.54**

**ADJUSTED REVENUE FOR MONTH \$9,206.93**  
**TOTAL ADJUSTED REVENUE YTD \$64,967.17**

**DRUG FUND**

**DRUG FUND DONATIONS FOR MONTH \$487.82**  
**DRUG FUND DONATIONS YTD \$2,487.04**

<b>Disposition</b>	<b>Feb-16</b>	<b>Jan-16</b>	<b>Dec-15</b>
Ticket Paid in Full – Prior to Court	31	27	33
Guilty as Charged	5	3	6
Dismissal	3	6	12
Dismissed upon presentation of insurance	32	30	25
Not Guilty	0	1	0
Dismissed to Traffic School	6	0	10
Dismissed with Costs and Fines	28	27	33
Dismissed with Costs	18	12	16
Dismissed with Fine	1	1	1
Case Transferred to County	1	0	0
Dismissed with Public Service	0	0	0
<b>Total</b>	<b>125</b>	<b>107</b>	<b>136</b>

**DRAFT**

110	General Fund	Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Actual	
								66.67%
31100		Property Taxes (Summer To Distribute)		0.00	0.00	0.00	24,891.00	0.00 %
31110		Real & Personal Property Tax(Current)	2,085,719.00	(2,144,936.11)	173,809.92	(720,052.76)	414.28 %	
31120		Public Utilities Property Tax (Current)	90,000.00	0.00	7,500.00	0.00	0.00 %	
31211		Property Tax Delinquent 1st Year	35,000.00	(46,762.46)	2,916.67	(6,662.46)	228.43 %	
31212		Property Tax Delinquent 2nd Year	7,000.00	(1,936.18)	583.33	(747.00)	128.06 %	
31213		Property Tax Delinquent 3rd Year	2,500.00	(1,736.00)	208.33	0.00	0.00 %	
31214		Property Tax Delinquent 4th Year	1,200.00	(1,494.00)	100.00	0.00	0.00 %	
31215		Property Tax Delinquent 5th Year	1,500.00	(1,803.00)	125.00	0.00	0.00 %	
31216		Property Tax Delinquent 6th Year	1,000.00	(307.00)	83.33	0.00	0.00 %	
31219		Property Tax Delinquent - Other Prior	1,000.00	(152.00)	83.33	0.00	0.00 %	
31300		Int, Penalty, And Court Cost On Prop	21,000.00	(9,954.94)	1,750.00	(1,948.07)	111.32 %	
31513		Payment In Lieu Of Tax -Sewer	136,000.00	(87,498.56)	11,333.33	(10,937.32)	96.51 %	
31520		Payments From Industry	14,000.00	0.00	1,166.67	0.00	0.00 %	
31610		Local Sales Tax - Co. Trustee	2,042,287.00	(1,514,299.91)	170,190.58	(252,474.41)	148.35 %	
31709		Beer And Liquor Local Priv Tax	6,800.00	(6,666.24)	566.67	(1,250.00)	220.59 %	
31710		Wholesale Beer Tax	270,000.00	(218,094.99)	22,500.00	(23,137.92)	102.84 %	
31720		Wholesale Liquor Tax	5,000.00	(27,504.74)	416.67	(1,266.05)	303.85 %	
31800		Business Taxes	120,000.00	(61,441.99)	10,000.00	(5,363.57)	53.64 %	
31911		Natural Gas Franchise Tax	135,000.00	(147,356.29)	11,250.00	0.00	0.00 %	
31912		Cable TV Franchise Tax	120,000.00	(107,241.02)	10,000.00	(35,830.24)	358.30 %	
31960		Special Assessment - Liens	500.00	(470.00)	41.67	0.00	0.00 %	
31980		Mixed Drink Taxes	10,500.00	(9,799.79)	875.00	(1,067.75)	122.03 %	
32209		Beer And Liquor License Application	2,550.00	(750.00)	212.50	0.00	0.00 %	

110	General Fund	Year-To-Date				Monthly Comparative:		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg	
32610	Building Permits	60,000.00	(35,639.00)	59.40 %	5,000.00	(4,104.00)	82.08 %	
32690	Other Permits	0.00	(165.00)	0.00 %	0.00	(165.00)	0.00 %	
32710	Sign Permits	1,000.00	(1,050.00)	105.00 %	83.33	(100.00)	120.00 %	
33100	Federal Grants	1,337,651.00	(348,115.05)	26.02 %	111,470.92	0.00	0.00 %	
33191	Fema Reimbursement	0.00	0.00	0.00 %	0.00	0.00	0.00 %	
33320	Tva Payments In Lieu Of Taxes	117,320.00	(76,749.95)	65.42 %	9,776.67	0.00	0.00 %	
33400	State Grants	0.00	0.00	0.00 %	0.00	0.00	0.00 %	
33410	State Law Enforcement Education	11,400.00	(10,200.00)	89.47 %	950.00	(10,200.00)	1,073.68 %	
33460	State Grant-Library Technology	1,200.00	0.00	0.00 %	100.00	0.00	0.00 %	
33510	State Sales Tax	760,000.00	(559,341.85)	73.60 %	63,333.33	(88,605.78)	139.90 %	
33520	State Income Tax	23,000.00	(38,771.08)	168.57 %	1,916.67	(67.85)	3.54 %	
33530	State Beer Tax	5,000.00	(2,670.32)	53.41 %	416.67	0.00	0.00 %	
33553	State Gasoline Inspection Fee	21,000.00	(13,914.05)	66.26 %	1,750.00	(1,738.61)	99.35 %	
33593	Corporate Excise Tax	11,000.00	0.00	0.00 %	916.67	0.00	0.00 %	
33710	County Grant - Senior Nutrition	9,500.00	(9,500.00)	100.00 %	791.67	0.00	0.00 %	
34120	Fees And Commissions	8,500.00	(6,629.07)	77.99 %	708.33	(750.00)	105.88 %	
34740	Parks And Rec League Fees	73,000.00	(49,986.97)	68.48 %	6,083.33	(7,335.24)	120.58 %	
34741	Field Maintenance Fees	8,100.00	(5,932.00)	73.23 %	675.00	(2,365.00)	350.37 %	
34760	Library Fines, Fees, And Other	5,500.00	(7,104.30)	129.17 %	458.33	(836.68)	182.55 %	
34762	Museum Donations	0.00	(1,000.00)	0.00 %	0.00	0.00	0.00 %	
34793	Community Center Fees	20,000.00	(22,417.52)	112.09 %	1,666.67	(2,187.50)	131.25 %	
34900	Other Charges For Services	8,000.00	(5,529.00)	69.11 %	666.67	(674.50)	101.18 %	
35110	City Court Fines And Costs	140,000.00	(66,197.49)	47.28 %	11,666.67	(9,206.93)	78.92 %	
35130	Impoundment Charges	100.00	(613.00)	613.00 %	8.33	(350.00)	4,200.00 %	

Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
110	General Fund					66.67%
36000	Other Revenues	7,500.00	(5,403.71)	625.00	(803.78)	128.60 %
36100	Interest Earnings	4,200.00	(4,431.84)	350.00	(861.81)	246.23 %
36210	Rent	17,000.00	(5,753.28)	1,416.67	(830.54)	58.63 %
36330	Sale Of Equipment	500.00	(3,996.76)	41.67	(949.99)	2,279.98 %
36350	Insurance Recoveries	0.00	(29,995.42)	0.00	0.00	0.00 %
36430	Tax Refunds (Overpayments)	0.00	(180.48)	0.00	12,362.80	0.00 %
36450	Parks Concessions	1,500.00	(258.80)	125.00	0.00	0.00 %
36700	Contri And Donation From Private	9,500.00	(72,948.35)	791.67	(550.00)	69.47 %
36930	Sale Of Notes	351,250.00	0.00	29,270.83	0.00	0.00 %
36966	Operating Tran In From Capitol Proj	0.00	0.00	0.00	0.00	0.00 %
	<b>Total Revenues</b>	<b>8,121,277.00</b>	<b>(5,774,699.51)</b>	<b>676,773.08</b>	<b>(1,156,166.96)</b>	<b>170.84 %</b>
<b>Expenditures</b>						
41000	General Government	(488,928.00)	334,277.65	(40,744.00)	37,577.39	92.23 %
41210	City Court	(80,520.00)	54,277.74	(6,710.00)	5,780.42	86.15 %
41500	Financial Administration	(394,932.00)	242,021.03	(32,911.00)	20,138.29	61.19 %
41650	Human Resources	(154,078.00)	104,998.46	(12,839.83)	9,777.64	76.15 %
41670	Engineering	(1,156,375.00)	117,496.63	(96,364.58)	17,037.23	17.68 %
41700	Planning And Zoning	(320,025.00)	214,039.01	(26,668.75)	43,230.61	162.10 %
41800	General Government Buildings	(275,104.00)	128,575.76	(22,925.33)	5,492.03	23.96 %
41921	Special Events	(14,000.00)	4,067.50	(1,166.67)	0.00	0.00 %
42100	Police Patrol	(1,250,054.00)	729,034.92	(104,171.17)	71,627.11	68.75 %
42120	Police Support Services	(343,340.00)	226,808.57	(28,611.67)	24,992.57	87.35 %
42150	Police Administration	(347,205.00)	189,599.16	(28,933.75)	20,739.23	71.68 %
42151	Communications Services	(192,000.00)	187,277.64	(16,000.00)	78,032.35	487.70 %

110	General Fund	Monthly Comparative:				66.67%	
		Year-To-Date	Month-To-Date	Estimate Avg/Mth	Actual		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
42200	Fire Protection And Control	(1,624,655.00)	1,148,692.28	70.70 %	(135,387.92)	81,858.51	60.46 %
42210	Fire Administration And Inspection	(321,566.00)	208,162.38	64.73 %	(26,797.17)	19,857.10	74.10 %
43000	Public Works	(764,354.00)	547,730.75	71.66 %	(63,696.17)	48,512.79	76.16 %
43100	Highways And Streets	0.00	0.00	0.00 %	0.00	0.00	0.00 %
44310	Senior Citizen Activities	(43,303.00)	28,085.33	64.86 %	(3,608.58)	9,779.31	271.00 %
44520	Museum Services	(152,640.00)	27,446.01	17.98 %	(12,720.00)	3,363.04	26.44 %
44700	Parks	(331,595.00)	185,321.39	55.89 %	(27,632.92)	19,265.40	69.72 %
44740	Park Maintenance	(1,144,131.00)	923,023.37	80.67 %	(95,344.25)	31,323.00	32.85 %
44800	Libraries	(443,542.00)	299,383.60	67.50 %	(36,961.83)	22,275.87	60.27 %
44880	Children's Library Services	(37,677.00)	24,638.84	65.39 %	(3,139.75)	2,838.84	90.42 %
51000	Misc Exp	(265,000.00)	56,382.79	21.28 %	(22,083.33)	224.00	1.01 %
52210	Collection	0.00	0.00	0.00 %	0.00	0.00	0.00 %
<b>Total</b>	<b>Expenditures</b>	<b>(10,145,024.00)</b>	<b>5,981,340.81</b>	<b>58.96 %</b>	<b>(845,418.67)</b>	<b>573,722.73</b>	<b>67.86 %</b>
<b>Total</b>	<b>110 General Fund</b>	<b>(2,023,747.00)</b>	<b>206,641.30</b>	<b>10.21 %</b>	<b>(168,645.58)</b>	<b>(582,444.23)</b>	<b>-345.37</b>

Account	Description	Year-To-Date			Monthly Comparative:		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
120	Industrial Development Fund						66.67%
<b>Revenues</b>							
33800	Local Revenue Allocations	70,000.00	(100,053.43)	142.93 %	5,833.33	(35,050.70)	600.87 %
36100	Interest Earnings	100.00	(150.73)	150.73 %	8.33	(21.27)	255.24 %
	<b>Total Revenues</b>	<b>70,100.00</b>	<b>(100,204.16)</b>	<b>142.94 %</b>	<b>5,841.67</b>	<b>(35,071.97)</b>	<b>600.38 %</b>
<b>Expenditures</b>							
48000	Economic Opportunity	(118,500.00)	34,741.02	29.32 %	(9,875.00)	1,000.00	10.13 %
	<b>Total Expenditures</b>	<b>(118,500.00)</b>	<b>34,741.02</b>	<b>29.32 %</b>	<b>(9,875.00)</b>	<b>1,000.00</b>	<b>10.13 %</b>
<b>Total 120</b>	Industrial Development Fund	<b>(48,400.00)</b>	<b>(65,463.14)</b>	<b>-135.25 %</b>	<b>(4,033.33)</b>	<b>(34,071.97)</b>	<b>-844.76</b>

Account	Description	Year-To-Date		Monthly Comparative:			
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
121	State Street Aid Fund						66.67%
<b>Revenues</b>							
33551	State Gasoline And Motor Fuel Tax	269,194.00	(189,925.96)	70.55 %	22,432.83	(21,828.20)	97.30 %
36100	Interest Earnings	70.00	(148.02)	211.46 %	5.83	(20.44)	350.40 %
	<b>Total Revenues</b>	<b>269,264.00</b>	<b>(190,073.98)</b>	<b>70.59 %</b>	<b>22,438.67</b>	<b>(21,848.64)</b>	<b>97.37 %</b>
<b>Expenditures</b>							
43100	Highways And Streets	(275,000.00)	211,116.53	76.77 %	(22,916.67)	10,169.04	44.37 %
	<b>Total Expenditures</b>	<b>(275,000.00)</b>	<b>211,116.53</b>	<b>76.77 %</b>	<b>(22,916.67)</b>	<b>10,169.04</b>	<b>44.37 %</b>
<b>Total</b>	<b>121 State Street Aid Fund</b>	<b>(5,736.00)</b>	<b>21,042.55</b>	<b>366.85 %</b>	<b>(478.00)</b>	<b>(11,679.60)</b>	<b>-2,443.43</b>

122	Parks Sales Tax Fund	Account	Description	Year-To-Date			Monthly Comparative:			
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg	
		<b>Revenues</b>								
36100		Interest Earnings		200.00	(175.20)	87.60 %	16.67	(43.69)	262.14 %	
36425		Parks Sales Tax Receipts		494,566.00	(364,959.80)	73.79 %	41,213.83	(59,290.91)	143.86 %	
		<b>Total Revenues</b>		<b>494,766.00</b>	<b>(365,135.00)</b>	<b>73.80 %</b>	<b>41,230.50</b>	<b>(59,334.60)</b>	<b>143.91 %</b>	<b>66.67%</b>
		<b>Expenditures</b>								
44400		Recreation		(300,000.00)	300,000.00	100.00 %	(25,000.00)	0.00	0.00 %	
49000		Debt Service		(110,569.00)	11,093.14	10.03 %	(9,214.08)	0.00	0.00 %	
		<b>Total Expenditures</b>		<b>(410,569.00)</b>	<b>311,093.14</b>	<b>75.77 %</b>	<b>(34,214.08)</b>	<b>0.00</b>	<b>0.00 %</b>	
<b>Total</b>	<b>122</b>	<b>Parks Sales Tax Fund</b>		<b>84,197.00</b>	<b>(54,041.86)</b>	<b>64.19 %</b>	<b>7,016.42</b>	<b>(59,334.60)</b>	<b>845.65 %</b>	

Account	Description	Year-To-Date		Monthly Comparative:			% of Avg
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	
123	Solid Waste Fund						66.67%
<b>Revenues</b>							
34400	Sanitation - User Fees	790,000.00	(539,803.87)	68.33 %	65,833.33	(67,627.70)	102.73 %
36000	Other Revenues	0.00	(2,375.00)	0.00 %	0.00	0.00	0.00 %
36100	Interest Earnings	400.00	(525.12)	131.28 %	33.33	(84.77)	254.31 %
36350	Insurance Recoveries	0.00	(261.20)	0.00 %	0.00	0.00	0.00 %
37794	Sale Of Materials	10,000.00	(2,432.20)	24.32 %	833.33	(100.00)	12.00 %
	<b>Total Revenues</b>	<b>800,400.00</b>	<b>(545,397.39)</b>	<b>68.14 %</b>	<b>66,700.00</b>	<b>(67,812.47)</b>	<b>101.67 %</b>
<b>Expenditures</b>							
43200	Sanitation	(882,527.00)	546,584.72	61.93 %	(73,543.92)	28,680.93	39.00 %
49000	Debt Service	(90.00)	35.31	39.23 %	(7.50)	0.00	0.00 %
	<b>Total Expenditures</b>	<b>(882,617.00)</b>	<b>546,620.03</b>	<b>61.93 %</b>	<b>(73,551.42)</b>	<b>28,680.93</b>	<b>38.99 %</b>
<b>Total 123</b>	<b>Solid Waste Fund</b>	<b>(82,217.00)</b>	<b>1,222.64</b>	<b>1.49 %</b>	<b>(6,851.42)</b>	<b>(39,131.54)</b>	<b>-571.15</b>

Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
<b>124</b>	Impact Fees					66.67%
<b>Revenues</b>						
36100	Interest Earnings	200.00	(105.80)	16.67	(19.08)	114.48 %
36421	Roads Impact Fees	4,000.00	(7,550.61)	333.33	(640.64)	192.19 %
36422	Parks Impact Fees	2,500.00	(1,267.20)	208.33	(39.60)	19.01 %
36423	Police Impact Fees	3,500.00	(3,132.89)	291.67	(28.20)	9.67 %
36424	Fire Impact Fees	2,500.00	(2,304.86)	208.33	(255.73)	122.75 %
<b>Total</b>	<b>Revenues</b>	<b>12,700.00</b>	<b>(14,361.36)</b>	<b>1,058.33</b>	<b>(983.25)</b>	<b>92.91 %</b>
<b>Expenditures</b>						
51010	Roads Impact Fees	0.00	0.00	0.00	0.00	0.00 %
51020	Parks Impact Fees	0.00	0.00	0.00	0.00	0.00 %
51040	Fire Impact Fees	(3,290.00)	0.00	(274.17)	0.00	0.00 %
<b>Total</b>	<b>Expenditures</b>	<b>(3,290.00)</b>	<b>0.00</b>	<b>(274.17)</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Total 124</b>	Impact Fees	<b>9,410.00</b>	<b>(14,361.36)</b>	<b>784.17</b>	<b>(983.25)</b>	<b>125.39 %</b>

Account	Description	Year-To-Date		Monthly Comparative:			
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
<b>140</b>	Police Drug Fund						66.67%
<b>Revenues</b>							
31610	Local Sales Tax - Co. Trustee	350.00	(725.00)	207.14 %	29.17	0.00	0.00 %
35130	Impoundment Charges	120.00	0.00	0.00 %	10.00	0.00	0.00 %
35140	Drug Related Fines	4,000.00	(2,487.04)	62.18 %	333.33	(487.82)	146.35 %
36100	Interest Earnings	50.00	(20.57)	41.14 %	4.17	(1.74)	41.76 %
36330	Sale Of Equipment	0.00	0.00	0.00 %	0.00	0.00	0.00 %
	<b>Total Revenues</b>	<b>4,520.00</b>	<b>(3,232.61)</b>	<b>71.52 %</b>	<b>376.67</b>	<b>(489.56)</b>	<b>129.97 %</b>
<b>Expenditures</b>							
42129	Drug Investigation And Control	(35,633.00)	33,712.59	94.61 %	(2,969.42)	0.00	0.00 %
	<b>Total Expenditures</b>	<b>(35,633.00)</b>	<b>33,712.59</b>	<b>94.61 %</b>	<b>(2,969.42)</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Total 140</b>	Police Drug Fund	<b>(31,113.00)</b>	<b>30,479.98</b>	<b>97.97 %</b>	<b>(2,592.75)</b>	<b>(489.56)</b>	<b>-18.88 %</b>

Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
<b>200</b>	Debt Service Fund (General)					66.67%
<b>Revenues</b>						
31110	Real & Personal Property Tax	750,000.00	(714,978.70)	62,500.00	(240,017.59)	384.03 %
36000	Other Revenues	0.00	0.00	0.00	0.00	0.00 %
36100	Interest Earnings	200.00	(100.59)	16.67	(46.40)	278.40 %
36910	Premiums On Bonds Sold	0.00	0.00	0.00	0.00	0.00 %
36920	Sale Of Bonds	0.00	0.00	0.00	0.00	0.00 %
	<b>Total Revenues</b>	<b>750,200.00</b>	<b>(715,079.29)</b>	<b>62,516.67</b>	<b>(240,063.99)</b>	<b>384.00 %</b>
<b>Expenditures</b>						
49000	Debt Service	(751,141.00)	122,481.57	(62,595.08)	0.00	0.00 %
	<b>Total Expenditures</b>	<b>(751,141.00)</b>	<b>122,481.57</b>	<b>(62,595.08)</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Total 200</b>	Debt Service Fund (General)	<b>(941.00)</b>	<b>(592,597.72)</b>	<b>(78.42)</b>	<b>(240,063.99)</b>	<b>-</b>

Account	Description	Year-To-Date		Monthly Comparative:			
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
<b>412</b>	<b>Sewer Fund</b>						<b>66.67%</b>
<b>Revenues</b>							
33100	Federal Grants	0.00	0.00	0.00 %	0.00	0.00	0.00 %
36000	Other Revenues	8,000.00	(8,350.00)	104.38 %	666.67	(800.00)	120.00 %
36100	Interest Earnings	2,700.00	(3,965.29)	146.86 %	225.00	(700.14)	311.17 %
36330	Sale Of Equipment	0.00	0.00	0.00 %	0.00	0.00	0.00 %
36350	Insurance Recoveries	0.00	0.00	0.00 %	0.00	0.00	0.00 %
36920	Sale Of Bonds	2,424,000.00	(627,403.00)	25.88 %	202,000.00	(63,986.00)	31.68 %
37210	Application Fees	21,000.00	(20,460.00)	97.43 %	1,750.00	(2,495.00)	142.57 %
37220	Administrative Fees	11,000.00	(8,350.00)	75.91 %	916.67	(1,350.00)	147.27 %
37230	Sewer User Fees	2,834,000.00	(2,138,395.92)	75.46 %	236,166.67	(238,146.12)	100.84 %
37298	Capacity Fees	414,500.00	(326,160.00)	78.69 %	34,541.67	(8,790.00)	25.45 %
37499	Commitment Fees	0.00	(450.00)	0.00 %	0.00	0.00	0.00 %
37995	Connection Fees	7,500.00	(5,700.00)	76.00 %	625.00	(300.00)	48.00 %
	<b>Total Revenues</b>	<b>5,722,700.00</b>	<b>(3,139,234.21)</b>	<b>54.86 %</b>	<b>476,891.67</b>	<b>(316,567.26)</b>	<b>66.38 %</b>
<b>Expenditures</b>							
49000	Debt Service	(729,005.00)	221,776.93	30.42 %	(60,750.42)	25,789.66	42.45 %
52117	Administration And General Expenses	(561,279.00)	318,452.91	56.74 %	(46,773.25)	33,434.65	71.48 %
52210	Collection	(2,923,430.00)	1,847,953.41	63.21 %	(243,619.17)	55,123.23	22.63 %
52213	Sewer Treatment And Disposal	(2,955,550.00)	2,712,887.46	91.79 %	(246,295.83)	29,204.77	11.86 %
52223	Depreciation	(717,624.00)	493,506.00	68.77 %	(59,802.00)	61,688.25	103.15 %
	<b>Total Expenditures</b>	<b>(7,886,888.00)</b>	<b>5,594,576.71</b>	<b>70.94 %</b>	<b>(657,240.67)</b>	<b>205,240.56</b>	<b>31.23 %</b>
<b>Total</b>	<b>412 Sewer Fund</b>	<b>(2,164,188.00)</b>	<b>2,455,342.50</b>	<b>113.45 %</b>	<b>(180,349.00)</b>	<b>(111,326.70)</b>	<b>-61.73 %</b>

Account	Description	Year-To-Date		Monthly Comparative:			
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
416	Healthcare Fund					66.67%	
<b>Revenues</b>							
36100	Interest Earnings	200.00	(309.89)	154.95 %	16.67	(58.48)	350.88 %
36960	Operating Transfer In From Other	62,000.00	(38,221.48)	61.65 %	5,166.67	(4,982.30)	96.43 %
	<b>Total Revenues</b>	<b>62,200.00</b>	<b>(38,531.37)</b>	<b>61.95 %</b>	<b>5,183.33</b>	<b>(5,040.78)</b>	<b>97.25 %</b>
<b>Expenditures</b>							
51520	Insurance Employers Share	(68,500.00)	39,920.92	58.28 %	(5,708.33)	2,232.52	39.11 %
	<b>Total Expenditures</b>	<b>(68,500.00)</b>	<b>39,920.92</b>	<b>58.28 %</b>	<b>(5,708.33)</b>	<b>2,232.52</b>	<b>39.11 %</b>
<b>Total</b>	<b>416 Healthcare Fund</b>	<b>(6,300.00)</b>	<b>1,389.55</b>	<b>22.06 %</b>	<b>(525.00)</b>	<b>(2,808.26)</b>	<b>-534.91</b>

Account	Description	Year-To-Date			Monthly Comparative:		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
417	Stormwater Utility						66.67%
							Month-To-Date
34124	Stormwater Utility Fee	368,430.00	(258,812.98)	70.25 %	30,702.50	(34,432.56)	112.15 %
36100	Interest Earnings	300.00	(105.81)	35.27 %	25.00	(15.50)	62.00 %
	<b>Total Revenues</b>	<b>368,730.00</b>	<b>(258,918.79)</b>	<b>70.22 %</b>	<b>30,727.50</b>	<b>(34,448.06)</b>	<b>112.11 %</b>
	<b>Expenditures</b>						
51520	Insurance Employers Share	0.00	0.00	0.00 %	0.00	0.00	0.00 %
51530	Stormwater Administration	(359,482.00)	211,345.23	58.79 %	(29,956.83)	27,841.00	92.94 %
	<b>Total Expenditures</b>	<b>(359,482.00)</b>	<b>211,345.23</b>	<b>58.79 %</b>	<b>(29,956.83)</b>	<b>27,841.00</b>	<b>92.94 %</b>
<b>Total</b>	<b>417 Stormwater Utility</b>	<b>9,248.00</b>	<b>(47,573.56)</b>	<b>514.42 %</b>	<b>770.67</b>	<b>(6,607.06)</b>	<b>857.32 %</b>

Account	Description	Year-To-Date		Monthly Comparative:			% of Avg
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	
433	Hillcrest City Cemetery						66.67%
<b>Revenues</b>							
34110	General Services	2,300.00	(1,305.00)	56.74 %	191.67	0.00	0.00 %
34321	Cemetery Burial Charges	300.00	(2,550.00)	850.00 %	25.00	(300.00)	1,200.00 %
34323	Grave - Opening And Closing Fees	18,000.00	(8,050.00)	44.72 %	1,500.00	(2,150.00)	143.33 %
36100	Interest Earnings	175.00	(201.38)	115.07 %	14.58	(35.77)	245.28 %
36340	Sale Of Cemetery Lots	6,000.00	(10,500.00)	175.00 %	500.00	(5,250.00)	1,050.00 %
	<b>Total Revenues</b>	<b>26,775.00</b>	<b>(22,606.38)</b>	<b>84.43 %</b>	<b>2,231.25</b>	<b>(7,735.77)</b>	<b>346.70 %</b>
<b>Expenditures</b>							
43400	Cemeteries	(63,300.00)	28,764.77	45.44 %	(5,275.00)	2,566.54	48.65 %
	<b>Total Expenditures</b>	<b>(63,300.00)</b>	<b>28,764.77</b>	<b>45.44 %</b>	<b>(5,275.00)</b>	<b>2,566.54</b>	<b>48.65 %</b>
<b>Total</b>	<b>433 Hillcrest City Cemetery</b>	<b>(36,525.00)</b>	<b>6,158.39</b>	<b>16.86 %</b>	<b>(3,043.75)</b>	<b>(5,169.23)</b>	<b>-169.83</b>

RESOLUTIONS....

March 2, 2016

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**CC:** Gerald Herman, City Administrator  
**From:** Amanda Brewton, Human Resources Director  
**Re:** Resolution 16-01 Section 125 Premium Only Plan

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The City of White House has historically sponsored a Section 125 Premium Only Plan (POP) that allows employees' medical, dental, and vision insurance premiums to be deducted pre-tax. Each plan year, the City must adopt a new agreement. Resolution 16-01 includes the Adoption Agreement, Plan Document, and Summary Plan Description for plan year ending March 31, 2017.

If you have any questions, please contact me at 615-672-4350, ext. 2108.

RESOLUTION 16-01

**A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, ADOPTING SECTION 125  
PREMIUM ONLY PLAN FOR PLAN YEAR ENDING MARCH 31, 2017.**

**WHEREAS**, the undersigned Secretary or Principal of the City of White House (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on March 17, 2016, and that such resolutions have not been modified or rescinded as of the date hereof;

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

Section 1. The form of Amended Section 125 Cafeteria Plan effective April 1, 2016 presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

Section 2. The Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the plan.

Section 3. The proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Premium Only Plan, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

Adopted this 17<sup>th</sup> day of March 2016.

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

ATTEST:

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

## Adoption Agreement (2016)

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### For City of White House

#### Section 125 Premium Only Plan

The undersigned Employer amends the Premium Only Plan for those Employees who shall qualify as Participants hereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

1. **Name of Employer:** City of White House
2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **April 1, 2016**.
3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective October 1, 2004.
4. **Plan Year:** The Amended Plan year shall begin on **April 1, 2016**, and end on **March 31, 2017**. Future plan years will be based on the same twelve-month period beginning each **April 1** and ending each **March 31**.
5. **Plan number:** 520
6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
  - a.  State of Tennessee
  - b.  Commonwealth of
7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
  - **Health Plan.** Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
  - **Group-Term Life Insurance up to \$50,000.** The \$50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides \$20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to \$30,000 of additional coverage.
  - **Disability Plan.** Short-term and long-term disability policies. If payroll deducted on a pre-tax basis, any future benefits received will be taxable to the employee.
  - **Health Savings Account (HSA).** Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by \_\_\_\_\_  
City of White House



# Plan Document

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## As Amended and Restated for 2016 For City of White House Section 125 Premium Only Plan

Introduction

Article I Definitions

Article II Participation

Article III Contributions to the Plan

Article IV Benefits

Article V Participant Elections

Article VI Health Savings Account Program

Article VII Administration

Article VIII Amendment or Termination of Plan

Article IX Miscellaneous

## **Introduction**

The Employer has adopted this Plan to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their dependents and beneficiaries. The concept of this plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires, and needs.

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be includable or excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended. The Plan is also intended to meet any applicable state mandates that may otherwise apply to the Employer as an employer of Employees who are eligible to participate in a "premium only plan" sponsored by the Employer, as applicable.

## **Article I — Definitions**

1.1 "Administrator" means the individual(s) or corporation appointed by the Employer to carry out the administration of the Plan. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the plan. In the event the Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.

1.2 "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 "Benefit" means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 "Cafeteria Plan Benefit Dollars" means the amount available to Participants, pursuant to Article III, to purchase Benefits. Each dollar contributed to this Plan shall be converted to one Cafeteria Plan Benefit Dollar.

1.5 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time, and which shall also include any governing regulations or applicable guidance thereunder.

1.6 "Compensation" means the total cash remuneration received by the Participant from the Employer during a Plan Year prior to any reductions pursuant to a Salary Redirection Agreement authorized hereunder.

1.7 "Dependent" means any individual who is defined under an Insurance Contract or who is a Qualifying Child or Participant's child (within the meaning of Code Section 152(f)(1) who has not attained age 27 as of the end of the taxable year or Qualifying Relative who qualifies as a dependent under an Insurance Contract or under Code Section 152 (as modified by Code Section 105(b)), as applicable.

Certain provisions of "Michelle's Law" in which the requirement that a Dependent child have a full-time status in order to extend coverage past a stated age will generally not apply if the child's failure to maintain full-time status is due to a medically necessary leave of absence or other change in enrollment (such as reduction of hours).

Notwithstanding anything in the Plan to the contrary, the Plan will comply with Michelle's Law.

1.8 "Effective Date" means the effective date as specified in Item 2 of the Adoption Agreement.

1.9 "Election Period" means the period immediately preceding the beginning of each Plan Year established by the Administrator for the election of Benefits and Salary Redirections, such period to be applied on

a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 "Eligible Employee" means any Employee who has satisfied the provisions of Section 2.1. However, 2% shareholders as defined under Code Section 1372(b) and self-employed individuals as defined under Code Section 401(c) shall not be eligible to participate in this Plan.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 "Employee" means any person who is employed by the Employer, but for all portions of the Plan other than provisions relating to the Health Savings Account Program, generally excludes any person who is employed as an independent contractor or any person who is considered self-employed under Code Section 401(c), as well as a greater than two percent (2%) shareholder in a Subchapter S corporation, a partner in a partnership or an owner or member of a limited liability company that elects partnership status on its tax return. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 "Employer" means the Corporation or any such entity specified in Item 1 of the Adoption Agreement, and any Affiliated Employer (as defined in Section 1.2), which shall adopt this plan; and any successor, which shall maintain this Plan; and any predecessor, which has maintained this Plan.

1.13 "Health Savings Account" means an account established in accordance with Code Section 223(d) to which part of any Eligible Employee's Cafeteria Plan Benefit Dollars may be allocated.

1.14 "Highly Compensated Employee" means, for the purposes of determining discrimination, an Employee described in Code Section 125 and the Treasury Regulations thereunder.

1.15 "HSA Trustee" means the designated Trustee (as defined under Code Section 223(d)(1)(B) of any Trust established for qualifying account beneficiaries who elect to establish a Health Savings Account.

1.16 "Insurance Contract" means any contract issued by an Insurer underwriting a Benefit.

1.17 "Insurance Premium Payment Plan" means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.18 "Insurer" means any insurance company that underwrites a Benefit under this Plan.

1.19 "Key Employee" means an employee defined in Code Section 416(i)(1) and the Treasury regulations there under.

1.20 "Participant" means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.21 "Plan" means this instrument, including all amendments thereto.

1.22 "Plan Year" means the 12-month period beginning and ending on the dates specified in the Adoption Agreement. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.23 "Premium Expenses" or "Premiums" mean the Participant's cost for the insured Benefits described in Section 4.1.

1.24 "Qualifying Child" means an individual who, unless otherwise described under Code Section 152(b):

- Is a child (as defined under Code Section 152(f)(1)), or descendant of such child, or a brother, sister, stepbrother, stepsister, father, mother or any of their ancestors, or any other relative as described under Code Section 152(d)(2), including an individual who has the same principal residence as the Employee and who is a member of the Employee's household;
- Who has the same principal residence, if allowed under local law, as the Employee for more than one-half of the current taxable year;
- Is younger than the taxpayer claiming such individual as a qualifying child, and is under the age of 19 as of the end of the Plan Year in which the Employee was eligible under this Plan, or is under the age of 24 when covered as a full time student (as defined under Code Section 152(f)(2)), after consideration of Code Section 152(c)(3) as applicable;
- Has not provided over one-half of his or her own support during the current Plan Year; and
- Who has not filed a joint return (other than only for a claim of refund) with the individual's spouse under section 6013 for the taxable year beginning in the calendar year in which the taxable year of the taxpayer begins; or
- Is a child (within the meaning of Code Section 152(f)(1) who has not attained age 27 as of the end of the taxable year.

Notwithstanding anything in the Plan to the contrary, the Plan will comply with Michelle's Law.

1.25 "Qualifying Relative" means an individual who, unless otherwise described under Code Section 152(d) or (e):

- Is a child (as defined under Code Section 152(f)(1)), or descendant of such child, or a brother, sister, stepbrother, stepsister, father, mother or any of their ancestors, or any other relative as described under Code Section 152(d)(2), including an individual who has the same principal residence as the Employee and who is a member of the Employee's household;
- Has (with the exception of certain handicapped dependents described under Code Section 152(d)(4)) gross income for the Plan Year that is less than the allowable income exemption amount (as defined under Code Section 151(d) for that taxable year);
- For whom the Employee provides over one-half of the individual's support for that calendar year; and
- Is not an otherwise Qualifying Child of the Employee for any portion of the Plan Year.

1.26 "Regulations" means either temporary, proposed or final regulations, as applicable, issued from the Department of Treasury, as well as any further related guidance or interpretations issued as applicable.

1.27 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.28 "Salary Redirection Agreement" means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.29 "Spouse" means the legally married husband or wife of a Participant in accordance with applicable state and federal law, unless legally separated by court decree or otherwise specified by the Insurance Contract.

1.30 "Uniformed Services" means the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the

commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

## **Article II — Participation**

### **2.1 Eligibility**

As to each Benefit provided hereunder, any Eligible Employee shall be eligible to participate as of the date he satisfies the eligibility conditions set forth in the policy or plan providing such Benefit, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

### **2.2 Effective Date of Participation**

(a) An Eligible Employee shall become a Participant effective as of the later of the date on which he satisfies the requirements of Section 2.1 or the Effective Date of this Plan.

(b) If an Eligible Employee terminates employment after commencing participation in the Plan, except as otherwise provided in the applicable policy or plan providing a Benefit, such terminated Participants who are rehired within 30 days or less of the date of termination of employment shall not be considered a newly eligible employee and will be reinstated with the same election(s) such individual had before termination. If a terminated Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, the individual shall be treated as a newly Eligible Employee and may make a new election under procedures otherwise set forth within this section or Section 5.1 below as applicable.

### **2.3 Application to Participate**

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate and election of benefits form, which the Administrator shall furnish to the Employee. The election made on such form shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to execute a Salary Redirection Agreement, to elect to reduce salary to pay for allowable Benefits, during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2. A failure to execute a Salary Redirection Agreement shall constitute an election by the Eligible Employee to receive his or her full salary or other compensation in lieu of Benefits available hereunder.

### **2.4 Termination of Participation**

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) His termination of employment, subject to the provisions of Section 2.5;
- (b) His death; or
- (c) The termination of this Plan, subject to the provisions of Section 8.2.

### **2.5 Termination of Employment**

If a Participant terminates employment with the Employer for any reason other than death, his participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid or any other ability to continue participation in a Health Savings Account pursuant to Code Section 223.

When an employee ceases to be a participant, the cafeteria plan must pay the former participant any amount the former participant previously paid for coverage or benefits to the extent the previously paid amount relates to the period from the date the employee ceases to be a participant through the end of that plan year.

### **Article III — Contributions to the Plan**

#### **3.1 Salary Redirection**

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election and/or Salary Redirection Agreement with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

#### **3.2 Application of Contributions**

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contributions made or withheld from an Employee's compensation, pursuant to the Employee's signed Salary Redirection Agreement for the Health Savings Account shall be credited to such account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

#### **3.3 Periodic Contributions**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. In the event Salary Redirections are not made on a pre rate basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

### **Article IV — Benefits**

#### **4.1 Benefit Options**

Each Participant may elect to have his full compensation paid to him in cash or elect to have the amount of his Cafeteria Plan Benefit Dollars applied to any one or more of the optional Benefits or any other group-insured or self-funded Benefit permitted under Code Section 125, including Marketplace/State Exchanges Small Business Health Options Program (SHOP Exchange) or federally facilitated Small Business Health Options Program (FF SHOP), which is offered by the Employer as set forth in the Adoption Agreement. If selected as an available Benefit Option under the Employer's Adoption Agreement, each Eligible Individual may elect coverage under the Health Savings Account Program option, in which case Article VI shall apply.

The employer may select suitable health and hospitalization Insurance Contracts for use in providing health benefits, which policies will provide uniform benefits for all Participants electing this Benefit.

#### 4.2 Description of Benefits

Each Eligible Employee may elect to have the Administrator pay those contributions that the Employee is required to make to the Benefit options described under Section 4.1 as a condition for the Employee and his Dependents to participate in those Benefit options.

#### 4.3 Nondiscrimination Requirements

(a) It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125 or applicable Regulations thereunder.

(b) If the Administrator deems it necessary to avoid discrimination or possible taxation to Highly Compensated Employees, Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among, and once all these Benefits are expended, proportionately among all insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

### **Article V — Participant Elections**

#### 5.1 Initial Elections

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so before his effective date of participation pursuant to Section 2.2 or for a newly Eligible Employee, no more than 30 days after their date of hire. For any such newly Eligible Employee, if coverage is effective as of the date of hire pursuant to Section 2.1 above, such Employee shall be eligible to participate retroactively as of their date of hire. Newly Eligible Employee Election amounts will be collected on the first pay period on or after his or her election was received. However, if such Employee does not complete an application to participate and benefit election form and deliver it to the Administrator before such date, his Election Period shall extend 30 calendar days after such date, or for such further period as the Administrator shall determine and apply on a uniform and nondiscriminatory basis. However, any election during the extended 30-day election period pursuant to this Section 5.1 shall not be effective until the first pay period following the later of such Participant's effective date of participation pursuant to Section 2.2 or the date of the receipt of the election form by the Administrator, and shall be limited to the Benefit expenses incurred for the balance of the Plan Year for which the election is made. Any failure to elect the Benefits set forth herein shall constitute an Employee's election not to participate in the Plan during that Plan Year until a valid Election is otherwise made in the manner set forth herein.

#### 5.2 Subsequent Annual Elections

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select and purchase with his Cafeteria Plan Benefit Dollars. Any such election shall be effective for any

Benefit expenses incurred during the Plan Year, which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

### 5.3 Failure to Elect

Any Participant failing to complete a new election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for such subsequent Plan Year for such Benefits.

### 5.4 Change of Elections

(a) Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a spouse, the death of a spouse or dependent, or a dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such an event. In addition, if the Participant, spouse or dependent gains or loses eligibility for coverage under a family member plan as a result of a change in marital status or a change in employment status, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's spouse, or dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

(1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a spouse, legal separation or annulment;

(2) Number of Dependents: Events that change a Participant's number of dependents, including birth, adoption, placement for adoption, or death of a dependent;

(3) Employment Status: Any of the following events that change the employment status of the Participant, spouse, or dependent: termination or commencement of employment, a strike or lockout, commencement or returns from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility

conditions of this Plan or other employee benefit plan of the Employer of the Participant, spouse, or dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: an event that causes the Participant's dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, spouse or dependent.

(b) Notwithstanding subsection (a), Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f) pertaining to HIPAA special enrollment rights or the Family and Medical Leave Act.

A Participant may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants).

Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) Notwithstanding subsection (a), in the event of a judgment, decree, or order ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) which requires accident or health coverage for a Participant's child (including a foster child who is a dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) Notwithstanding subsection (a), Participants may change elections to cancel accident or health coverage for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's spouse or dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) Notwithstanding subsection (a), Participants may make a prospective election change to add group health coverage for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent, if such individual(s) lose coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (CHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code Section 7701 (a) (40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable benefit package option(s).

Further, if the Participant or the Participant's spouse or dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.

(f) Notwithstanding subsection (a), Participants who elected to salary reduce through the Premium Only Plan for accident and health plan coverage is allowed to prospectively revoke or change his or her election with respect to the accident or health plan during open enrollment of a Marketplace Qualified Health Plan (QHP) as outline by the Affordable Care Act (ACA).

The new coverage in a QHP shall be effective no later than the day immediately following the last day of the original coverage that is revoked.

(g) Notwithstanding subsection (a), Participants who elected to salary reduce through the Premium Only Plan for accident and health plan coverage are allowed to prospectively revoke his or her election with respect to the accident or health plan if the Participant is moved from full-time status (at least 30 hours of service per week) to part-time status (less than 30 hours of service per week) and seek coverage in another plan that provides minimum essential coverage.

The new coverage shall be effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

(h) If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage; or drop coverage prospectively if there is no other benefit package option available that provides similar coverage. This Plan treats coverage by another Employer, such as a spouse's or dependent's employer, as similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(i) If the cost of a Benefit Package Option provided under the plan decreases significantly during a Plan Year, the Administrator shall permit the affected Participants to either make corresponding changes in their payments; and employees who are otherwise eligible under the Plan may elect the Benefit Package Option, subject to the terms and limitations of the Benefit Package Option.

If the coverage under a Benefit is significantly curtailed, and such curtailment results in a loss of coverage, or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage.

If the coverage under a Benefit is significantly curtailed, and such curtailment does not result in a loss of coverage, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on prospective basis coverage under another plan with similar coverage.

If, during the period of coverage, a new benefit package option or other coverage option is added (or an existing benefit package option or other coverage option is eliminated) or a significantly improved existing Benefit Package Option is added, then the affected Participants and employees who are otherwise eligible under the Plan may elect the newly-added or significantly improved option (or elect another option if an option has been eliminated) prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage.

(j) A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by

a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(k) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Article IV, a participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

## **Article VI - Health Savings Account Program**

### **6.1 Establishment of Program**

This Health Savings Account Program (hereinafter the "HSA") is intended to qualify as a program under Code Section 223 and shall be interpreted in a manner consistent with such Code Section. The Health Savings Account Program is provided and administered by the HSA Trustee.

### **6.2 Coordination with Premium Only Plan Benefits**

All Participants under the Premium Only Plan are eligible to receive Benefits under this HSA, as long as they otherwise meet the definition of an Eligible Individual set forth under Code Section 223. The Employer may allow employees to make contributions to the HSA with pre-tax dollars, as governed and elected under the Adoption Agreement. In circumstances in which Employees are allowed to make pre-tax contributions to the HSA, the Employer shall also have the option of making contributions to the Employee's HSA as well, through usage of this Plan and as otherwise set forth herein after consideration of, among other provisions. Article III and Article IV accordingly related to applicability of Employer contributions and applicable nondiscrimination standards. The enrollment and termination of participation under the Premium Only Plan shall constitute enrollment and termination of participation under this HSA. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Premium Only Plan.

## **Article VII— Administration**

### **7.1 Plan Administration**

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Act, the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

(a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;

(d) To reject elections or to limit contributions or Benefits for certain Highly Compensated Participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

(e) To provide Employees with a reasonable notification of their benefits available under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To keep and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and

(h) To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations there under.

#### 7.2 Examination of Records

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

#### 7.3 Payment of Expenses

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of Highly Compensated Participants.

#### 7.4 Application of Benefit Plan Surplus

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense may, but need not be, separately accounted for after the close of the Plan Year in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall first be used to defray any administrative costs and experience losses and thereafter be retained by the Employer.

#### 7.5 Insurance Control Clause

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of a particular Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

#### 7.6 Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

### ***Article VIII — Amendment or Termination of Plan***

#### 8.1 Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with federal, state or local laws, statutes or regulations.

#### 8.2 Termination

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Contract.

Any amounts remaining in any such fund or account as of the end of the Plan Year in which Plan termination occurs shall be forfeited and deposited in the benefit plan surplus.

### ***Article IX — Miscellaneous***

#### 9.1 Plan Interpretation

All provisions of this Plan shall be governed and interpreted by the Employer, or its delegated Administrator, as applicable, in its full and complete discretion and shall be otherwise applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 9.12.

#### 9.2 Gender and Number

Wherever any words are used herein in the masculine, feminine, or gender neutral, shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

#### 9.3 Written Document

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Regulations there under relating to Cafeteria Plans.

#### 9.4 Exclusive Benefit

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

#### 9.5 Participant's Rights

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

## 9.6 Action by the Employer

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

## 9.7 Employer's Protective Clauses

(a) Upon the failure of the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) The Employer's liability to the Participant shall only extend to and shall be limited to any payment actually received by the Employer from the Insurer. In the event that the full insurance Benefit contemplated is not promptly received by the Employer within a reasonable time after submission of a claim, then the Employer shall notify the Participant of such facts and the Employer shall no longer have any legal obligation whatsoever (except to execute any document called for by a settlement reached by the Participant). The Participant shall be free to settle, compromise or refuse the claim as the Participant, in his sole discretion, shall see fit.

(c) The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

## 9.8 No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

## 9.9 Indemnification of Employer by Participants

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

## 9.10 Funding

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but shall instead be considered general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

## 9.11 Governing Law

This Plan is governed by the Code and the Treasury regulations issued there under (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by

this Plan. To the extent not preempted by federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the state or commonwealth specified in the Adoption Agreement.

#### 9.12 Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

#### 9.13 Captions

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge, or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

#### 9.14 Continuation of Coverage

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B.

#### 9.15 Family and Medical Leave Act

Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, after consideration of Treasury Regulation Section 1.125-3 as applicable, the Employer will continue to maintain the Participant's benefits under this Plan on the same terms and conditions as though he/she were still an active Employee (i.e., the Employer will continue to pay its share of the premium to the extent the Employee opts to continue his/her coverage). If the Employee opts to continue his/her coverage, the Employee may pay his/her share of the premium with after-tax dollars while on leave (or pre-tax dollars to the extent he/she receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his/her share of the premium for the expected duration of the leave on a pre-tax salary reduction basis out of his/her pre-leave Compensation by making a special election to that effect prior to the date such Compensation would normally be made available to him/her (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold "catch-up" amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his/her leave, or as otherwise required by the FMLA.

Furthermore, if a Participant goes on a qualifying paid leave under the FMLA, to the extent required by the FMLA, the Employee will continue coverage while on FMLA by the method normally used during any paid leave.

In all instances, a paid or unpaid leave under FMLA will be treated in the same manner and consistent with a non-FMLA paid or unpaid leave.

#### 9.16 Health Insurance Portability and Accountability Act

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

#### 9.17 Uniformed Services Employment and Reemployment Rights Act

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations there under, as well as any other applicable Regulations specific to the rights and obligations of Employers with Employees on active military leave.

9.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

#### 9.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

#### 9.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.



9.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

9.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

# Summary Plan Description (2016)

## For City of White House

### Section 125 Premium Only Plan

### Plan Year Ending March 31, 2017

We are pleased to announce that we have updated the Premium Only Plan for you and other eligible employees. Under this program, you will be able to pay for employer-sponsored benefits (health plans, group term life insurance, Health Savings Accounts, etc., as applicable based on the insurance coverages or other allowable benefits your Employer offers under the Plan) with a portion of your pay before federal income or Social Security taxes, if applicable are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description (SPD) carefully so that you understand the provisions of our Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information about the Plan."

#### Overview:

This section contains general information, which you may need to know about the City of White House Premium Only Plan.

#### General Information:

1. City of White House Premium Only Plan is the name of the Plan.
2. The provisions of your Amended Plan became effective on April 1, 2016. Your Plan was originally effective on October 1, 2004 which is called the Effective Date of the Plan.
3. Your Plan's records are maintained over a twelve-month period. This is known as the Plan Year. The amended plan year begins on April 1, 2016 and ends on March 31, 2017. Future plan years will be based on the same twelve-month period beginning each **April 1** and ending each **March 31**.
4. Your Employer has assigned Plan Number 520 to your Plan.
5. This Plan is unfunded, meaning it is not otherwise provided under a separate trust arrangement or fully-insured insurance arrangement.

**Employer Information:**

Your Employer's name, address, business telephone number, and tax identification number are:

City of White House  
105 COLLEGE ST  
WHITE HOUSE, TN 37188-9086  
Telephone: (615) 672-4350  
Federal Employer I.D. Number: 62-0860081

**Plan Administrator Information:**

The name, address, business telephone number, and tax identification number of your Plan's Administrator are:

City of White House  
105 COLLEGE ST  
WHITE HOUSE, TN 37188-9086  
Telephone: (615) 672-4350  
Federal Employer I.D. Number: 62-0860081

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

**Service of Legal Process**

The name and address of the Plan's agent for service of legal process are:

City of White House  
105 COLLEGE ST  
WHITE HOUSE, TN 37188-9086  
Telephone: (615) 672-4350  
Federal Employer I.D. Number: 62-0860081

**Type of Administration**

The type of administration is Insurer Administration.

Unless the Plan provides otherwise, the Administrator keeps the records for the Plan and is responsible for the administration and interpretation of the Plan. The Administrator will also answer any questions you may have about the Plan.

**1. How Does This Plan Operate?**

Before the start of each Plan Year, you will be able to elect to have some of your future salary or other compensation amount contributed to the Plan in lieu of receiving those amounts in cash (i.e., your future salary or other compensation will be automatically reduced by the amount elected as a contribution to the Plan). The money contributed will be used to pay for benefits you have elected based on the options sponsored by your Employer (and as identified on your "Election to Participate" form). The portion of your pay that is contributed to pay for the benefits provided for under the Plan is not subject to Federal income or Social Security taxes. In other words, the Plan allows you to use tax-free dollars to pay for insurance coverage, premium amounts, or other allowable plan contributions or expenses which you normally pay for with out-of-pocket, taxable dollars.

**2. What Happens to Contributions Made to the Plan?**

Before each Plan Year begins, you will select the benefits or programs you desire to pay for through the Plan with your own pre-tax contributions. Then, during each pay period during that next Plan Year, the contributions deducted from your paycheck will be used to pay your portion of your employer-sponsored benefit coverage (health plan, life insurance, Health Savings Account contributions, etc.). With the exception of HSA contributions that remain available for your use under terms established under your HSA arrangement, any other contribution amounts that are not used during a Plan Year to provide insurance benefits will be forfeited and may not be paid to you in cash or used to provide benefits specifically for you in a later Plan year.

**3. When Must I Decide Whether to Participate?**

You are required by Federal law to decide whether you want to pay premiums through the Plan before the Plan Year begins. This is called the "election period." If for some reason you do not complete an election to participate in the Plan during that Plan Year, you will be considered to have elected not to participate in the Plan for that Plan Year, and, therefore, you will receive the full amount of your salary or other compensation without reduction for Benefits provided hereunder, or any reduction on applicable employment tax costs.

**4. When Is the "Election Period" for Our Plan?**

Your election period will start on the date you first meet the "eligibility requirements" and end 30 days after your "entry date." Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period.

**5. May I Change My Elections During the Plan Year?**

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the "change in status." Currently, Federal law considers the following events to be "changes in status":

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance, including a change to cover adult children who have not attained age 27 as of the end of the taxable year; and
- A change in the place of residence of you, your spouse or dependent.

There are detailed rules on when a change in election is deemed to be consistent with a "change in status." In addition, there are laws that give you rights to change accident and health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed, and such curtailment results in a loss of coverage, or ceases during a Plan Year, then you may revoke your elections and elect to receive, on a prospective basis, coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, or significantly improve an existing option, you may elect the newly added or improved option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

If you elected to salary reduce through your Employer's Premium Only Plan for accident and health plan coverage, you are allowed to prospectively revoke or change your election with respect to the accident or health plan to begin participation during open enrollment or a Special Enrollment Period, such as marriage or addition of dependent, of a Marketplace Qualified Health Plan (QHP). The new coverage in the QHP must be effective no later than the day immediately following the last day of the original coverage that is revoked.

If you elected to salary reduce through your Employer's Premium Only Plan for accident and health plan coverage, and you moved from full-time status (at least 30 hours of service per week), to part-time status (less than 30 hours of service per week), even if the reduction in hours does not result in you ceasing to be eligible under the group health plan, you are allowed to prospectively revoke or change your election with respect to the accident or health plan and seek coverage in another plan that provides minimum essential coverage. The new coverage must be effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

In addition, a change in compensation or a financial "hardship" is not a reason to change your election amount.

If you have declined enrollment in the Plan for you or your dependents (including a spouse) because of coverage under Medicaid or the Children's Health Insurance Program (SCHIP), there may be a right to enroll in this Plan if there is a loss of eligibility for the government-provided coverage. However, a request for enrollment must be made within 60 days after the government-provided coverage ends.

In addition, if you declined enrollment in the Plan for you or your dependents (including spouse), and later become eligible for state assistance through a Medicaid or Children's Health Insurance Program which provides help with paying for Plan coverage, then there may be a right to enroll in this Plan. However, a request for enrollment must be made within 60 days after the determination of eligibility for the state assistance.

The Plan may permit you to make a prospective election change that is on account of and corresponds with a change made under a spouse's or dependent's employer plan if the election for a period of coverage for this Plan is different from the period of coverage (open enrollment) under the other cafeteria plan or qualified benefits plan.

However, with respect to the Health Savings Account, you may modify or revoke your elections without having to have a change in status.

**6. May I Make New Elections in Future Plan Years?**

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the "election period" before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year. New elections must be made during the "election period" prior to the beginning of each Plan Year. However, any Eligible Employee who was a Participant in the Plan prior to the date this Plan update became effective shall continue to be eligible to participate in the Plan unless some other termination event has occurred in the interim.

**7. What Insurance Coverage May I Purchase?**

Under our Plan, you can choose to receive your entire compensation or use a portion to pay premiums on a pre-tax basis for any one or more health insurance, disability insurance, or group term life insurance policies that we decide to offer through the Plan. However, you should note that if disability insurance is paid for on a pre-tax basis, any benefits you receive under your disability insurance policy may be taxable. You should contact your own tax advisor or accountant to determine the most appropriate election for these coverage's under the Plan.

Certain limits may apply on the amount of coverage that we obtain on your behalf. The insurance contracts will normally control.

Your Employer may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance coverage terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

**8. Will My Social Security Benefits Be Affected?**

Your Social Security benefits may be slightly reduced, because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

**9. What if I take a Family or Medical Leave?**

If you take an unpaid leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and participate in annual enrollment. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you must reinstate coverage for the remaining portion of the Plan Year upon your return.

Your employer may choose to continue coverage on your behalf during your FMLA leave. Your employer will arrange a schedule for you to "catch up" your payments when you return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage through payroll deduction prior to the start of your leave provided such payroll deduction is for benefits within the remaining portion of the plan year, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

If you take a paid leave under the Family and Medical Leave Act, you may participate in annual enrollment, and you will be required to continue coverage while on FMLA, your share of the premiums being paid by the method normally used during any paid leave.

In all instances, a paid or unpaid leave under FMLA will be treated in the same manner and consistent with a non-FMLA paid or unpaid leave.

**10. Do Limitations Apply to Highly Compensated Employees?**

Under the Internal Revenue Code, "highly compensated employees" and "key employees" generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a "highly compensated employee" or a "key employee".

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. These provisions are also applicable if your Employer makes Employer contributions through the Plan on your behalf.

Your own circumstances will dictate whether contribution limitations on "highly compensated employees" or "key employees" will apply. You will be notified of these limitations if you are affected.

**11. What Happens If I Terminate Employment?**

If you leave our employ during the Plan Year, you will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment. Any amounts that are not used during a Plan Year to provide benefits will be forfeited and may not be paid to you in cash or used to provide benefits specifically for you in a later Plan Year.

If you are enrolled in a Health Savings Account and are making contributions through the Plan, any unused amounts within your HSA will continue to be available to you for withdrawal to pay qualified expenses on a tax-free basis, or may be distributed to you, subject to applicable IRS guidelines or the terms of your HSA account. You should contact the HSA Trustee to discuss any questions regarding any rights you may have to unused amounts held in your Health Savings Account at termination.

**12. What is a Health Savings Account?**

In addition to the Premium Only Plan, described above, this Plan also may provide for contributions (via payroll deduction) to be made by you on a pre-tax basis to a "Health Savings Account" (also referred to as an "HSA Program"). The HSA is a new type of account that enables those who elect to participate in this program to pay eligible HSA Medical Expenses or allow distribution of remaining balances for other qualifying purposes. The HSA Program, if applicable, is separately provided and administered through an HSA Trustee or similar custodial account. Your Employer's election to enable you to make contributions to the HSA Program merely provides the opportunity for you to contribute such amounts through this Plan on a pre-tax basis.

In general, unless otherwise excluded from participation, all Participants under the Premium Only Plan are eligible to receive benefits under this HSA Program, as long as they are otherwise eligible to participate in the Premium Only Plan. Enrollment and termination conditions in the Premium Only Plan shall generally constitute enrollment and termination of participation under this HSA Program as well. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Premium Only Plan; if your Employer elects to allow you to make contributions through this Plan to your HSA plan, you elect the amount to have withdrawn from your salary in the same manner as otherwise set forth above. Your employer may also elect to contribute employer contribution amounts to your HSA plan, on a discretionary basis, and in accordance with the Plan's general limitations on the allowability for employer contributions overall (NOTE: you should contact the HSA Trustee for any other questions you may have about eligibility to establish or participate in an HSA, what benefits may be received through participation in such program and how contributed HSA amounts are used to pay for qualifying expenses under their program).

Once eligible and elected, the Administrator will establish a Health Savings Account for each person who elects to apply contributed amounts to the HSA Program established or provided by your HSA Trustee. (NOTE: you should contact the HSA Trustee for more information about the amount you may contribute each year. Your HSA Trustee will provide more information to you regarding the requirements for participation in the HSA program and the benefits you are entitled to hereunder. To the extent of any conflict between the terms of this Plan and the HSA program to which you are participating in, to the extent of your HSA, the terms of your HSA would control.) We are not responsible for the decisions and operations of the HSA Trustee in the administration of your HSA.

**13. Qualified Medical Child Support Order**

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an

"alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

**14. Summary**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our premium benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.



March 8, 2016

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**Cc:** Gerald Herman, City Administrator  
**From:** Kevin Whittaker, Parks and Recreation Director  
**Re:** Resolution 16-02

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### **Introduction to the Grant**

The Local Parks and Recreation Fund (LPRF) provides grants to eligible local government entities for the purchase of lands for parks, natural areas, greenways, and recreation facilities. The funds may also be used for trail development and capital projects in parks, natural areas, and greenways. At least 60 percent of the funds allocated will go to municipal governments as authorized by TCA 67-4-409. All grant projects must be on publicly owned land. LPRF will offer a maximum grant application request amount of \$500,000 for the 2016 grant cycle. LPRF grants are a 50/50 match, meaning the City will have to match whatever money is granted.

### **What will we be using this grant for?**

The City is applying for this grant for the purpose of the next phase (phase 5) of the Municipal Recreation Master Plan. This phase of the master plan calls for a new playground to be built on the other side of the pavilion/restroom and an outdoor amphitheater. This will tie in with the current and future splash pad, pavilion/restroom facility and new community center.

### **Feedback**

We held a public hearing during the Leisure Services Board meeting and there was no one present to comment. In addition, there will be a public hearing during the Board of Mayor and Aldermen March meeting and there will be an opportunity for the public to provide feedback through our website from March 21<sup>st</sup> – March 31<sup>st</sup>.

I would like your approval to move forward with the grant application. If you have any questions please contact me at 615-672-4350, ext. 2117.

**RESOLUTION 1602**

**A RESOLUTION APPROVING AND SUPPORTING THE SUBMISSION OF A GRANT APPLICATION TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION.**

**WHEREAS**, the Tennessee Department of Environment & Conservation has responsibility for the administration of the Local Parks and Recreation Fund (LPRF) Grant which is designed to assist communities in their efforts to develop and improve Park and Recreation Facilities.

**WHEREAS**, the City of White House, acting by and through its Board of Mayor and Aldermen proposes to apply for 2016 funds for the purpose of performing eligible Park and Recreation Improvements that will benefit the majority of the residents of the City of White House; and

**WHEREAS**, The City of White House will provide local financial support in conjunction with the LPRF funds to complete the project; and

**WHEREAS**, the City of White House, as a recipient is required to designate and appoint a Financial Officer to perform certain duties in the administration of said grant.

**WHEREAS**, the City of White House, as a recipient acknowledges a Notice of Limitation of Use (NLU) is required for the property if funded.

**WHEREAS**, the City of White House, as a recipient acknowledges a two-year contract for completion of project is required if funded.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF WHITE HOUSE, TENNESSEE** as follows:

**SECTION 1.** Mayor Michael Arnold is hereby authorized to execute and submit an application with appropriate assurances to the State of Tennessee, Department of Environment & Conservation, requesting Fiscal Year 2016 LPRF funds for the construction of playground facilities and an amphitheater seating area at the White House Municipal Park.

**SECTION 2.** The City of White House will be responsible for the local cash/match toward the project to be provided in full by the general fund account.

**SECTION 3.** Mayor Michael Arnold is hereby designated and appointed as Financial Officer and to perform on behalf of the City of White House, Tennessee, those acts and assume such duties as are consistent with said position.

**SECTION 4.** The City Recorder is hereby directed to file in her office a duplicate or copy of the agreement after it has been executed by the parties or their duly authorized representatives.

**SECTION 5.** This Resolution takes effect immediately upon its passage and approval, the public welfare requiring it.

**PASSED** by the Board of Mayor and Aldermen of the City of White House, Tennessee this \_\_\_\_\_, 2016.

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

ATTEST:

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



ORDINANCES....

# Public Services Department

## Memo

**To:** Board of Mayor and Alderman  
**From:** W. Joe Moss, DPS  
**Date:** February 8, 2016  
**Re:** Request to Amend Sewer Ordinance Chapter 3

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On this date, February 8, 2016, I am requesting that the Mayor and Board of Alderman approve the amendment to the Sewer Ordinance Title 18, Chapter 3.

**The effective date for this Sewer Ordinance revision would be approximately April 1, 2016.**

***The requested change is to Chapter 3, Section 18-302 (4), which is entitled, "Capacity Fee".***

Capacity Fee – a nonrefundable fee charged to accommodate the additional demands that are placed on the existing sewer system from these new customers. Typical demands would be system expansions (wastewater plant, centralized lift station), and accelerated wear on existing facilities (lift stations, force mains, plant mechanical equipment).

Additionally, Capacity fees for new developments are charged to offset additional costs and/or future improvements that the City's makes to its sewer system to provide service to that particular development (this will be the case of Burris Ridge).

Therefore, the City has established capacity fees for wastewater as a means to help recover those capital improvement costs related to the construction of new lift stations and sewer lines, as well as, the rehabilitation of its existing, aging, infrastructure. We know that the extension of service to new developments will cause an acceleration of wear to the existing wastewater system.

Another reason for the Capacity Fee is that large residential developments can take years to fully develop. Therefore, the Capacity Fee becomes a mechanism used to reserve system capacity for that development.

Because the City has a responsibility to make sure all capacity fees have been paid before issuance of a Certificate of Occupancy Permit, we require that the developer/builder pays the Capacity Fee **PRIOR TO** obtaining a grading permit.

As written, the Ordinance **requires** the developer/builder to pay the Capacity Fee **PRIOR TO** the construction of the sewer facility. For large projects, such as the proposed Burris Ridge development, this may not make the project financially feasible. At 949 proposed units at \$2,500.00 per unit, it would require the developer to put out over \$2.3 million dollars before turning dirt.

Therefore, as a point of clarification in the existing language, I'm requesting that the BMA consider removing the following verbiage outlined in red:

(4) Capacity fee. A non-refundable fee in the amount appropriate in the following table shall be paid prior to beginning construction of the ~~facility to be completed by the applicant, including~~ individual service connections, to cover the value of the wastewater system capacity to be consumed by the applicant.

**The new section would then read as follows:**

(4) Capacity fee. A non-refundable fee in the amount appropriate in the following table shall be paid prior to beginning construction of the individual service connections to cover the value of the wastewater system capacity to be consumed by the applicant.

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

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

ORDINANCE 16-07

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 18, CHAPTER 3 SEWER RATES, FEES, AND CHARGES, AMENDING SECTION 18-302.

WHEREAS, the Board of Mayor and Aldermen desire to update the Municipal Code regarding Sewer Rates, Fees and Charges;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that the White House Municipal Code Title 18, Chapter 3 SEWER RATES, FEES, AND CHARGES, Sections 18-302 be amended from the Municipal Code as follows:

TITLE 18: WATER AND SEWERS  
CHAPTER 3: SEWER RATES, FEES, AND CHARGES  
SECTION: 18-302. Fees and charges.  
SUBSECTION: (4) Capacity Fee.

*\*Amends are made in bold, italics, and underlined text.*

Section 18-302. Fees and charges.

(4) Capacity Fee. A non-refundable fee in the amount appropriate in the following table shall be paid to beginning construction of the ~~facility to be completed by the applicant, including~~ individual service connections, to cover the value of the wastewater system capacity to be consumed by the applicant. The only exceptions allowed to this table will be made for:

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 18, 2016	PASSED
Second Reading:	March 17, 2016	

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

ATTEST:

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

**PURCHASING....**

# Public Services Department

## Memo

**To:** Board of Mayor and Alderman  
**From:** W. Joe Moss, DPS  
**Date:** March 7, 2016  
**Re:** Request to Approve Billy Jackson Farming Agreement

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On this date, March 7, 2016, I'm requesting that the Mayor and Board of Alderman approve the attached Tenant Farming Lease Agreement for Billy Jackson Farms.

As you are aware, the northern force main project runs along Bill Moss Road from Calista Road to about mid-way to the I-65 overpass. Robertson County has very little R-O-W along Bill Moss Road. Therefore, we need a temporary construction easement large enough to pile the dirt and make the working area more accessible. Additionally, we may need to take down a tree on Mr. Jackson's property to get the pipeline installed. We may also need a permanent easement in the event that the pipeline encroaches on his property.

I've discussed this with Mr. Jackson and he is amenable to our needs, but he would like the BMA to consider allowing him to grow hay on our back 40 acres in exchange for the construction easement. This is the area that we've just installed the spray irrigation standpipes. The spray heads are 140' apart, so cutting and baling hay would not cause an issue or concern for us. The standpipes will be wrapped in high visibility yellow plastic. Billy will spray weed killer around the pipes for further ease of locating and cutting around the pipes.

If we don't have a farmer plant ground cover, we'll have to plant it and maintain the growth. Therefore, I'm requesting that the City enter into a five (5) year agreement with Mr. Jackson for him to grow hay and maintain the back 40 acres of the WWTP.

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

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

## TENANT FARMING LEASE

THIS TENANT FARMING LEASE (this "Lease") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of White House, Tennessee ("Landlord"), and Billy Jackson, an individual ("Tenant").

1. **Premises.** Landlord hereby leases to the Tenant, for the Permitted Use (as defined in Section 3 below), the real property located at 725 Industrial Drive, White House, Robertson County, Tennessee, consisting of forty (40) acres, more or less, together with the improvements thereon, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Premises").

2. **Term.** The initial term of this Lease (the "Initial Term") shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2016, and expire five (5) years thereafter unless earlier terminated in accordance with the terms and conditions of this Lease.

At the expiration of the Initial Term, this Lease shall automatically renew for successive periods of one (1) year each (each a "Renewal Term"; the Initial Term and any Renewal Terms are collectively referred to hereinafter as the "Term") until written notice of termination is given by either party to the other at least sixty (60) days before the expiration of the then-current Term of this Lease.

Notwithstanding the foregoing, either party may terminate this lease at any time with sixty (60) days written notice to the other party.

3. **Permitted Use.** Tenant acknowledges and agrees to use the Premises only for the purposes of planting, growing, harvesting and selling the crops provided in the following table (the "Crops"), and for activities directly related to and in support of the Crops (collectively, the "Permitted Use"):

<b>Crop</b>	<b>Acres</b>	<b>Seed Variety</b>	<b>Amount of Fertilizer per Acre</b>
Hay	40	Tenant's reasonable discretion	Tenant's reasonable discretion

The acres of Crops shown above are those planned for the Initial Term of this Lease. The Crops and their respective acres may be adjusted during the Initial Term or before or during any Renewal Terms by mutual agreement of the parties. If it is impracticable in any year, from causes beyond Tenant's control, to grow the Crops according to the plan shown above, appropriate adjustments will be made by mutual agreement of the parties.

Tenant shall not bring livestock on the Premises without the express permission of Landlord.

Tenant will not at any time use or occupy the Premises in violation of laws, ordinances, or regulations of any government or agency having jurisdiction or in violation of Landlord's insurance contracts.

4. Rent. In Lieu of a construction easement for the "Northern Force Main" sewer project (attached to this contract), the Tenant shall pay nothing to Landlord from the Crops as provided in the following table (the "Rent"):

Crop	Acres	Landlord's Share of Proceeds
Hay	40	N/A – In Lieu of an Easement (attached)

- a. Payment. N/A
- b. Proceeds Statements; Audits. N/A
- c. Proceeds. N/A

5. Right of Entry. Landlord reserves the right to enter the Premises at any reasonable time for purposes of (i) consultation with Tenant; (ii) making repairs, improvements, and inspections; (iii) developing mineral resources; (iv) after written notice of termination is given, plowing, seeding, fertilizing and such customary seasonal work; and (v) any other reasonable purpose. In exercising its right of entry, Landlord shall use its best efforts to not interfere with Tenant's carrying out regular operations on the Premises. This right of entry is also reserved to Landlord's agents, employees and assigns.

6. Renovations and Alterations of Premises. Tenant shall not make any renovations or alterations of the Premises without Landlord's written consent, which consent shall be at Landlord's sole and absolute discretion. Notwithstanding the foregoing, Tenant may reasonably alter the soil of the Premises pursuant to the Permitted Use without Landlord's consent.

7. Fire or Other Casualty. If the Premises should be damaged or destroyed by fire or other casualty so as to cause a material alteration in the character of the Premises and to prevent Tenant from using them in substantially the manner theretofore used, either Landlord or Tenant may terminate this Lease upon giving notice to the other within fourteen (14) days after the casualty occurs, subject to Tenant's continuing obligation to make a final Rent payment.

If the Premises are materially damaged by fire or other casualty and neither party elects to terminate this Lease, or if the Premises should be damaged by fire or other casualty and still be fit for Tenant's continued use in substantially the same manner as theretofore used, then this Lease shall continue in effect and the Premises shall be restored by Landlord.

8. Eminent Domain. If the whole of the Premises shall be taken or condemned by any competent authority for any public use or purpose or if such portion thereof shall be taken or condemned as shall materially change the character of the Premises so as to prevent Tenant from using them in substantially the same manner as theretofore used, the Term hereby granted shall cease on the day prior to the taking of possession by such authority or the day prior to vesting of title in such authority, whichever first occurs, subject to Tenant's ongoing obligation to make a final Rent payment.

If a portion of the Premises shall be condemned or taken, and if such taking does not result in a material alteration in the character of the Premises so as to prevent Tenant from using them in substantially the same manner as theretofore used, then this Lease shall continue in effect, and any damage to the Premises shall be repaired by Landlord.

The entire award of damages or compensation for a taking of the Premises, whether such taking be in whole or in part, shall belong to and be the property of Landlord.

If the Premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this Lease shall continue in full force and effect without reduction or abatement of the Rent, and the rights of the parties shall be unaffected by the other provisions of this Section. In the event of such temporary taking the entire award of damages in respect of the Premises shall belong to Tenant and Landlord assigns Tenant any and all interest it may have in such award. To the extent Tenant is prevented by such temporary taking or occupancy from fulfilling its obligations hereunder, Tenant's failure to do so shall not be deemed a default under this Lease.

9. Surrender of Premises. At the expiration of the Term of this Lease, Tenant shall peaceably yield up to Landlord the Premises and all erections and additions made thereto except as hereinbefore provided, in good repair in all respects, reasonable use, wear and tear and damage by fire or other casualty or by condemnation excepted.

10. Insurance and Indemnification. All property of any kind that may at any time be used, left or placed on the Premises during the Term of this Lease shall be at the sole risk of Tenant.

To the extent not covered by insurance, Tenant will save, indemnify and hold Landlord free and harmless from any and all liability for any death, injury, loss, or damage to person or property arising out of any cause associated with Tenant's business or use of the Premises, including Tenant's omission to act.

Tenant shall at all times during the Term of this Lease carry commercial general liability insurance naming Landlord as additional insured to protect Landlord from loss customarily covered by such insurance with a combined single limit of at least \$1,000,000.00.

11. Subleasing and Assignment. Tenant may not assign or encumber this Lease or sublet the Premises, either in whole or in part, without the prior written consent of Landlord, which consent shall be at Landlord's sole and absolute discretion. Consent to an assignment or subletting will not be deemed a consent to any other assignment or subletting. In the event of any assignment or subletting, Tenant shall remain fully responsible under this Lease.

12. Crops at Termination. Upon the earlier of Tenant receiving or delivering notice of the termination of this Lease (the "Notice Date"), Tenant shall cease planting new Crops on the Premises but shall continue to grow, harvest, and sell Crops planted before the Notice Date (the "Termination Crops") pursuant to the terms and conditions of this Lease. Notwithstanding such termination by either party, this Lease shall remain in effect and Tenant shall remain in possession of the Premises until the earlier of (i) the date Tenant sells the Termination Crops; or (ii) the date Tenant abandons the Premises or the growth, harvesting, or sale of the Termination Crops, in Landlord's sole reasonable judgement.

13. Construction Easement at Termination. Upon the earlier of Tenant receiving or delivering notice of the termination of this Lease (the "Notice Date"), Tenant shall continue to acknowledge the construction easement until the easement is no longer needed.

14. Conservation of the Premises. To improve the Premises, conserve its resources, and maintain it in a high state of cultivation, the parties agree as follows:

a. General Maintenance. Tenant will maintain the Premises during the Term of this Lease in as good condition as at the beginning, normal wear, depreciation and damages from causes beyond Tenant's control excepted.

b. Good Husbandry. Tenant will operate the Premises in an efficient and husband-like way, and will do the plowing, seeding, cultivating and harvesting in a manner that will conserve Landlord's property.

c. Cropping Practices. Tenant will not, without the prior consent of Landlord, (a) plow permanent pasture or meadowland, (b) cut live trees for sale or personal uses, but will take for fuel or use on the farm only dead or unmarketable timber designated by Landlord, (c) burn or remove straw or other crop residues grown on the Premises, or (d) pasture new seedings of grasses in the year they are seeded.

d. Waste. Tenant will not commit waste on or damage to the Premises and will use due care to prevent others from so doing.

e. Fire Protection. Tenant will not, without the written consent of Landlord, house automobiles, trucks, or tractors in barns, or otherwise violate restrictions in Landlord's insurance policies, which restrictions Landlord shall make known to the tenant.

f. Maintenance of Improvements. Tenant will keep the building, fences, and other improvements on the Premises in as good repair and condition as they are when Tenant takes possession, and in as good repair and condition as they may be put during the Term of this Lease, ordinary wear and tear, loss by fire, or unavoidable depreciation or destruction excepted.

g. Conservation Practices. Tenant will control soil erosion as completely as practicable by strip-cropping and contouring, and by filling in or otherwise controlling small washes or ditches that may form.

h. Conservation Structures. Tenant will keep in good repair all terraces, open ditches and inlets and outlets of tile drains, preserve all established watercourses or ditches including grass waterways, and refrain from any operation or practice that will injure them.

i. Preparing or Seeding Land. At the expiration or termination of this Lease, if the total acreages of prepared or seeded land is less than at the beginning of the tenancy,

Tenant will compensate Landlord on the basis of the value of such deficiency, provided that the deficiency is not due to drought, flood or other causes beyond the control of Tenant.

j. Compensation for Damages. At the expiration or termination of this Lease, Tenant will pay Landlord reasonable compensation for any damage to the Premises for which Tenant is responsible, except ordinary wear and depreciation and damages beyond Tenant's control.

15. No Partnership Created. This Lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without the other party's written consent, except as specifically provided in this Lease.

16. Debts and Accidents. Each party agrees that the other party shall in no way be responsible for the debts of, or liable for accidents or damages caused by, the other party.

17. Records. Tenant shall keep a complete financial and production record of the Premises business, which shall include a complete inventory of all property used in the business and a complete record of all purchases and sales related to the business. Such records are to be kept on mutually acceptable forms and shall be of such nature as to be usable by Landlord and Tenant in studying the business, in making financial and property settlements, and for purposes related to social security and income tax. Such records shall include appropriate sales statements, receipts, checks and similar evidence and shall be accessible to Landlord at all times.

18. Notice. Any notice, demand, request or other communication or instrument which may be or is required to be given under this Lease shall be hand delivered or sent by a national overnight courier (such as FedEx or UPS) or United States Mail, postage prepaid, and shall be addressed as follows or as either party may designate by written notice to the other party from time to time:

To Landlord:           City of White House, Tennessee  
                              105 College Street  
                              White House, TN 37188

To Tenant:             Billy Jackson  
                              8103 Bill Moss Rd  
                              White House, TN 37188

19. Default and Remedies. Each of the following events shall constitute a default or breach of this Lease by Tenant:

a. If Tenant, or any successor or assignee of Tenant while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors.

b. If involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.

c. If Tenant shall fail to pay Landlord any Rent payment together with any interest thereon within (5) days after Landlord notifies Tenant that it is unpaid.

d. If Tenant shall fail to perform or comply with any of the other terms or conditions of this Lease within fifteen (15) days after notice by Landlord to Tenant specifying the condition to be performed or complied with; or, if the performance cannot be reasonably had within the 15-day period, Tenant shall not in good faith have commenced performance within the 15-day period and shall not diligently proceed to completion of performance.

In the event of any default hereunder, Landlord at any time thereafter, may re-enter the Premises and expel, remove and put out Tenant or any person or persons occupying the Premises and may remove all personal property therefrom. Upon re-entry Landlord may, at its option, (i) relet the Premises or any part thereof as the agent of Tenant, and Tenant shall pay Landlord the difference between the Rent hereby reserved for the portion of the Term remaining at the time of re-entry and the amount received under such reletting for such portion of the Term or (ii) terminate this Lease and at any time thereafter recover from Tenant all sums then due.

All actions taken by Landlord pursuant to this Section shall be without prejudice to any other remedies that otherwise might be used for the collection of arrears of rent or for the preceding breach of covenant or conditions.

Landlord may elect, but shall not be obligated, to comply with any condition, agreement or term required hereby to be performed by Tenant, and Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for such correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

In the event it becomes necessary for Landlord to employ an attorney to enforce collection of the Rent, or to enforce compliance with any of the covenants or agreements herein contained, Tenant shall be liable for reasonable attorney's fees, costs and expenses incurred by the Landlord.

20. No Waiver. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by Tenant other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof.

21. Waiver of Subrogation. Landlord and Tenant hereby waive all rights of recovery and causes of action that either has or may have or that may arise hereafter against the other,

whether caused by negligence, intentional misconduct or otherwise, for any damage to premises, property or business caused by any perils covered by fire and extended coverage, building, contents, and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers shall apply only to the extent of any recovery made by the parties hereto under any policy of insurance now or hereafter issued, and further provided that the foregoing waivers shall be ineffective if they invalidate any policy of insurance of the parties hereto, now or hereafter issued. Landlord and Tenant will use their best efforts to have their respective insurance companies waive their rights of subrogation as contemplated herein.

22. Signs. Tenant shall not erect, affix or paint signs on or about the Premises.

23. Estoppel Letters. Tenant shall at any time and from time to time, upon not less than ten (10) days prior written notice, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), and the dates to which the Rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, and that no event has occurred that, by the giving of notice or the passage of time or both, would constitute a default, or specifying such defaults or events if they are claimed. Any such statement requested Landlord may be relied upon by any prospective purchaser or encumbrancer of the Premises. Failure of Tenant to deliver such statement within such time shall be conclusive upon Tenant that this Lease is in full force and effect, without modification, except as may be represented by Landlord, that there are no uncured defaults in Landlord's performance and that no Rent has been paid in advance.

24. Gender. Wherever appropriate herein, the words "Landlord" and "Tenant" and the pronouns referring thereto, shall be construed singular or plural, masculine, feminine or neuter as the facts warrant.

25. Broker. Each party warrants and represents that no broker was involved in negotiating or consummating this Lease, and each agrees to indemnify and hold harmless the other from and against any and all claims for brokerage commissions arising out of any communications or negotiations had by such party with regard to the Premises.

26. Entire Agreement. The entire understanding between the parties is set out in this Lease, this Lease supersedes and voids all prior proposals, letters and agreements, oral or written, and no modification or alteration of this Lease shall be effective unless evidenced by an instrument in writing signed by both parties. The laws of the State of Tennessee shall be applicable to and govern this Lease.

27. Heirs, Successors and Assigns. All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

28. Recordation. This Lease shall not be recorded.

[Signature page follows]

IN WITNESS THEREOF, the parties hereto have executed this Lease as of the day and date first written above:

**LANDLORD:**

CITY OF WHITE HOUSE, TENNESSEE

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

**TENANT:**

\_\_\_\_\_  
Billy Jackson  
Jackson Farms

**EXHIBIT A**  
[Description of the Premises]



# Tennessee Property Viewer

Aerial Photography  
  Street Map  
  Show FEMA DFIRM Flood Map  
  Hide Property Lines  
  Hide Property Labels

WWTP

**AGREEMENT FOR TEMPORARY USE OF LAND FOR  
INSTALLATION OF SEWER FORCE MAIN**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between \_\_\_\_\_ of Robertson County, Tennessee, hereafter called "Grantor," and the City of White House, Tennessee, hereinafter called "Grantee".

**WITNESSETH**

THAT WHEREAS, Grantor is the owner of a certain tract(s) of land situated in the Eleventh Civil District of Robertson County, Tennessee;

AND WHEREAS, the Grantee wishes temporarily use for the duration of construction not to exceed 12 months for storage and construction activities on the land hereinafter described;

AND WHEREAS, it is necessary that the agents and employees of the Grantee enter upon the lands hereinafter described for the purpose of installing a sewer force main in the adjacent right of ways of Calista Road and Bill Moss Road;

NOW, THEREFORE, Grantor, for and in consideration of the sum of one dollar (\$1.00), and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee the right to conduct construction activities as described below, including a temporary right to use with vehicles and equipment on the said lands of the Grantor, situated in the Eleventh Civil District of Robertson County, Tennessee, being more particularly described as follows:

**Description of Temporary Easement:**

THE PURPOSE OF THIS DESCRIPTION IS TO DESCRIBE THE AREA OF A TEMPORARY EASEMENT FOR CONSTRUCTION ACTIVITIES WITHIN THE DESCRIBED EASEMENT.

A TEMPORARY EASEMENT LYING IN THE ELEVENTH CIVIL DISTRICT OF ROBERTSON COUNTY, TENNESSEE, AND BEING A PORTION OF THE JACKSON BILLY MOSS PROPERTY, ASSESSOR PARCEL NO. 096 029.00, OF THE PUBLIC RECORDS OF ROBERTSON COUNTY, TENNESSEE. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS A BOUNDARY OFFSET 25 FEET FROM THE RIGHT OF WAY BOUNDARIES OF CALISTA ROAD AND BILL MOSS ROAD.

THE PARCEL IS GENERALLY DESCRIBED AS FOLLOWS:

Initials \_\_\_\_\_

A 25 FEET WIDE BY 2,200 LINEAR FEET LONG AREA

PARCEL CONTAINS 54,690 SQUARE FEET OR 1.26 ACRES, MORE OR LESS.

1. The Grantee shall have the right to clear the temporary easement described above and the right but not the obligation to keep the same clear at all times, and to remove therefrom all brush, tall grass and other obstructions, and to go upon said temporary easement whenever necessary for the purpose of clearing the same and removing therefrom all brush, tall grasses, and other obstructions of any kind. Grantee shall hold harmless and indemnify Grantor from any claims for personal injury or property damage arising out of the use of the easement except to the extent that the claims, if any, are the result of the negligence of the Grantor or its agents or employees.

2. The Grantor shall at all times, other than while the Grantee is actually occupying the temporary easement, have the right to use said temporary easement, in the same manner as has been heretofore done; provided such use shall in no manner interfere with or be inconsistent with the use thereof by Grantee as provided herein. Nothing herein contained shall be construed as permitting the erection of a shed, building, structure or other obstruction by the Grantor within said temporary easement or the planting of trees by the Grantor within said temporary easement. Furthermore, additional fill can be placed within the temporary easement by the Grantor only upon prior consent and approval from the Grantee. In addition, no utility lines, including but not limited to, electric, gas, telephone, cable or water lines, can be constructed within the temporary easement except after prior approval by the Grantee.

3. To the greatest degree possible given the surface improvements, the Grantee agrees to restore the topography of said easement area after the water storage tank rehabilitation project is completed to approximately and substantially the same condition as existed before said project.

4. The Grantor shall have the right to pass over and upon said temporary easement with appropriate roadways for the full use of their property, provided, however, that the construction, maintenance and use of said roadways shall in no way interfere with the use by the Grantee within said temporary easement.

5. The Grantee shall, when reasonable and necessary for the purpose of traversing or clearing have the right to go upon said lands.

Initials \_\_\_\_\_

**TO HAVE AND TO HOLD** said property rights and interests unto the Jefferson County, and its successors in title, forever with respect to the temporary easement.

**IN TESTIMONY WHEREOF**, the Grantor has hereunto executed this instrument the day and date first above written.

\_\_\_\_\_ (signature(s) of Grantor(s))

\_\_\_\_\_

**STATE OF TENNESSEE**

**COUNTY OF** \_\_\_\_\_

Personally appeared before me, the undersigned, a Notary Public in and for the state and county aforesaid, the within name(s)

\_\_\_\_\_  
(Grantor's Names)

with whom I am personally acquainted, and who acknowledges that they executed the foregoing instrument for the purpose therein contained and expressed.

**WITNESS** my hand and official seal at office on

this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_



# Tennessee Property Viewer

Aerial Photography   
  Street Map   
  Show FEMA DFIRM Flood Map   
  Hide Property Lines   
  Hide Property Labels

+  
 -

30  
 1.08 AC

30-96

35  
 6.9 AC

34  
 3 AC

Tennessee Department of Transportation   
 GIS Services / State of Tennessee

*JACKSON FARMS*

March 2, 2016

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**CC:** Gerald Herman, City Administrator  
**From:** Amanda Brewton, Human Resources Director  
**Re:** City of White House Insurance Broker

---

The City of White House received eight Requests for Proposals for Insurance Broker. The selection committee included Gerald Herman, City Administrator, Jason Barnes, Finance Director, Amanda Brewton, Human Resources Director, and Derek Watson, Purchasing Coordinator. After reviewing all of the proposals, the selection committee recommends approving the incumbent broker Hylant Group.

If you have any questions, please contact me at 615-672-4350, ext. 2108.



**CITY OF WHITE HOUSE  
RFP INSURANCE BROKER/CONSULTANT  
EVALUATION SCORES**

PROPOSAL									
	Total Available Points	Benefits, Inc	Employee Security Planning	Heritage Financial Group	Hylant	Insurance Benefits Associates	Lockton Companies	Sherrill Morgan	Taylor & Sons
Perceived ability to negotiate a benefits program that meets City's needs	20	8	17	13	18	10	15	9	12
Demonstrated expertise in negotiating benefit plans on behalf of current clients	20	8	17	13	18	9	15	11	13
Demonstrated knowledge and/or technical support related to the implementation of an Online Benefits Open Enrollment Process	20	9	16	14	14	15	15	14	16
Has availability and accessibility, also, availability to attend multiple insurance meetings during the year	20	13	16	15	20	15	16	14	15
Experience, professional credentials, and references	20	11	14	13	19	14	19	14	15
Proposal was clear, concise, and logical and/or sequential form	20	10	15	9	18	7	18	15	12
<b>Total Score</b>	<b>120</b>	<b>59</b>	<b>95</b>	<b>77</b>	<b>107</b>	<b>70</b>	<b>98</b>	<b>77</b>	<b>83</b>
	100%	49.17%	79.17%	64.17%	89.17%	58.33%	81.67%	64.17%	69.17%
COMMENTS	N/A	-Didn't submit enough copies	-No Organizational Structure Identified	-No Organizational Structure Identified		-Omitted several items looking for	-Impressive reference list	-Impressive reference list	-No Errors and Omissions certificate
		-Proposal was clear until the fee schedule.	-No Errors and Omissions certificate	-No Errors and Omissions certificate					

CONCLUSION									
	Total Available Points	Benefits, Inc	Employee Security Planning	Heritage Financial Group	Hylant	Insurance Benefits Associates	Lockton Companies	Sherrill Morgan	Taylor & Sons
Overall qualifications and likelihood to succeed in your opinion	20	7	13	10	19	10	14	9	10
<b>Total Score</b>	<b>20</b>	<b>7</b>	<b>13</b>	<b>10</b>	<b>19</b>	<b>10</b>	<b>14</b>	<b>9</b>	<b>10</b>
	100%	35.0%	65.0%	50.0%	95.0%	50.0%	70.0%	45.0%	50.0%

OVERALL									
	Total Available Points	Benefits, Inc	Employee Security Planning	Heritage Financial Group	Hylant	Insurance Benefits Associates	Lockton Companies	Sherrill Morgan	Taylor & Sons
<b>Total Score</b>	<b>140</b>	<b>66</b>	<b>108</b>	<b>87</b>	<b>126</b>	<b>80</b>	<b>112</b>	<b>86</b>	<b>93</b>
	100%	47.1%	77.1%	62.1%	90.0%	57.1%	80.0%	61.4%	66.4%

## **BROKER SERVICES AGREEMENT BENEFITS**

This Broker Services Agreement (hereinafter, the "Agreement") between **HYLANT GROUP, INC.** ("Hylant") and City of White House, Tennessee (hereinafter, "Client") is made this 1<sup>st</sup> day of April, 2016.

WHEREAS, Hylant is engaged in the design, management and administration of insurance programs and in providing other services (hereinafter collectively "Benefit Consulting Services"); and

WHEREAS, Client desires to employ Hylant for Benefit Consulting Services;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **PURPOSE.**

Hylant shall assist Client in maintenance or establishment of the Client's employee benefit programs. Hylant will provide the Agreed Benefit Consulting Services ("Agreed Services") as detailed in the attached Exhibit I. Client has appointed Hylant as its Broker of Record for certain matters of employee benefits and other insurance policies, coverages and programs as requested. As such, Hylant accepts no responsibility for any programs of previous brokers.

2. **TERM.**

Client hereby appoints Hylant to provide the Agreed Services as outlined in Exhibit I for an annual term ("Term") beginning on the 1<sup>st</sup> of April, 2016. This agreement will remain in effect for four (4) years.

3. **LIMITS OF AUTHORITY.**

Hylant will report to The Mayor as Client's representative. Hylant will not enter into any contract for the benefit of Client without Client's express approval.

4. **CLIENT RESPONSIBILITIES.**

Client shall have the responsibility to report and communicate changes in exposures, loss-related data or other information that may materially affect Client's Employee Benefit program.

5. **COMPENSATION.**

A. Hylant will provide the Agreed Services described in this Agreement and any activities incidental to the Agreed Services based on the commission arrangement described on Exhibit II.

B. The above-referenced commissions will be the total compensation. If, for any reason, Hylant receives a direct brokerage commission, on insurance policy(ies) placed on behalf of the Client that amount, except as prohibited by law, will be offset against future fee billings.

C. It is recognized by Client that certain insurers provide contingent profit sharing agreements to agents and brokers on certain lines of coverage. These contingent profit sharing agreements vary from insurer to insurer and may consider several different factors including growth, profitability (loss ratio) and premium retention on certain lines of coverage placed with the insurer by the broker or agent. To the extent that Hylant is a party to any contingent profit sharing agreements with any insurer, it will disclose those agreements to Client. As such profit sharing agreements are applied retrospectively for the overall performance of all business placed with the insurer by Hylant over the ensuing one, two or three years, the contingent profit sharing will not be considered as part of the Client fee under this Agreement and Hylant shall have no duty to reimburse or offset the amount paid under any contingent profit sharing agreement against the fees identified in Section 5A. Such profit sharing agreements will not affect Hylant's recommendations as to placement of insurance with any particular insurer. To the extent known and applicable, such profit sharing agreement shall be disclosed to the Client with the recommendation of any placement of coverage including an estimation of the amount of profit sharing. Such estimation will likely be based on the preceding year results which may vary significantly from the actual profit sharing received as a result of the placement.

D. It is recognized that Hylant may, in the course of providing Agreed Services, use the services of third parties for actuarial or other services. To the extent that Hylant retains such services from third parties including, but not limited to, affiliates of Hylant, the cost of such third parties will be included in the fee in Section 5A unless otherwise agreed to by the Client. To the extent that Hylant also uses third party wholesalers or other third party intermediaries in the selection and placement of insurance for Client, such wholesalers will be compensated through commissions directly from the insurance company and Client shall have no obligation to make payments to such third parties. Nor shall such compensation received by third parties be applied against the fee paid to Hylant specified in Section 5A.

E. If it is mutually agreed that if the level of compensation is inappropriate because of changes in the size of Client's business, the demand for Agreed Services, and/or the complexity of the program to be covered by this Agreement, the parties will negotiate in good faith a change in the above-referenced fee.

## 6. **CONFIDENTIALITY OF MATERIALS.**

A. Hylant shall comply with applicable state and federal laws and regulations relating to the privacy and security of individually identifiable health care information, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, as they may be amended from time to time.

Hylant recognizes that its performance of certain services pursuant to this Agreement may render it a business associate of Client and as such, will execute a reasonable form of Business Associate Agreement as requested by Client, provided that such agreement imposes no greater obligations on Hylant than required of a business associate under HIPAA.

B. Hylant acknowledges that by reason of the nature of the services to be provided, Hylant and its personnel may become acquainted with Client vendor lists, records, pricing information, operating procedures, sales and marketing methods and procedures and other information which Client may deem as confidential, proprietary and/or trade secret. Hylant agrees that it will use such information provided by Client solely in providing the Agreed Services and will disclose, divulge, discuss, disseminate, copy or otherwise use or cause to be used any of Client's information only as required in performing the Agreed Services. In the course of providing services, Client recognizes that Hylant may provide information to third parties, including insurers and/or underwriters, wholesalers, or other third parties with whom Hylant has contracts to provide services under this Agreement and that the disclosure of such information to such third parties shall not constitute a breach of this Section 6. Upon the termination of this Agreement, Hylant will retain all of the files of Client, and shall, at Client's request, either destroy and/or return any specific information or records as requested by Client in writing.

C. Client acknowledges that, during the course of its representation by Hylant, it may receive information from Hylant regarding its employee benefit programs, including proposals, reports or analyses prepared by Hylant. Client agrees to hold such information as confidential and to only provide it to its Client's representatives who have a direct responsibility in working with Hylant in providing the services under this Agreement. Client agrees to destroy and/or return to Hylant any documents identified by Hylant in writing upon the termination of this Agreement.

D. The parties acknowledge that the terms of this section do not apply to information that is (i) publicly available or becomes so in the future without restriction, (ii) rightly received by the other party from third parties and not accompanied by privacy obligations, (iii) already in the other party's possession and lawfully received from sources other than the party to this Agreement, (iv) independently developed by either party, or (v) approved in writing for release or disclosure without restriction by an authorized representative of the other party. The parties further recognize that any party may disclose the other party's materials to the extent required to comply with any subpoena, order or directive of any court or governmental body; provided, however, that any party receiving such a demand/request shall use reasonable efforts to give the other party prior notice of any such disclosure for the purpose of enabling the other party to obtain a protective order.

## 7. TERMINATION.

In the event either party wishes to terminate this Agreement, such party must give written notice to the other party not less than ninety (90) days prior to the end of the Term. The

termination of this Agreement, without regard to cause, shall terminate all rights, duties and obligations between the parties. Upon the effective date of the termination, unless otherwise agreed in writing or as specified in this section, Hylant shall have no further obligation to provide broker or client services under this Agreement. Hylant shall cooperate over a period of sixty (60) days after effective date of termination in providing non-confidential information to assist in the transfer of any program or coverages for Client to any subsequent service provider selected by Client. To the extent Client desires Hylant to provide assistance for an extended service period beyond the sixty (60) days, the parties agree to participate in a good faith negotiate a fee and outline of defined service(s) for the extended period.

8. **INDEMNIFICATION.**

A. Hylant agrees to indemnify, defend and hold Client harmless from any and all manner of suit, claims, actions, losses, damages, liability and expenses, including attorney fees, arising solely from any acts, errors, omissions or misrepresentations of Hylant, its employees, agents, or servants, regarding the subject matter of this Agreement.

B. This indemnification shall survive the term of this Agreement.

9. **DISPUTE RESOLUTION.**

Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration and a decision on the award rendered by the arbitration may be entered in any court having jurisdiction over the parties. Any party claiming that there is a breach of this Agreement shall submit written notice to the other party of the claimed breach. The parties will then endeavor for a period of thirty (30) days to resolve any potential dispute. If a resolution is not reached during the thirty (30) day period, each party shall submit a list of three names of potential arbitrators with any biographical information available for each specified potential arbitrator. If the parties agree upon a proposed arbitrator from the submitted lists, the parties shall proceed to arbitration before one arbitrator, and agree to the application of the American Arbitration Commercial Arbitration Rules for governing the arbitration process. If, after thirty (30) days, the parties cannot agree on an arbitrator from the submitted lists, either party can then invoke arbitration before the American Arbitration Association with the initial filing fee to be equally allocated between the parties. The arbitration will then be conducted pursuant to the auspices of the American Arbitration Association under its Commercial Arbitration Rules.

10. **GOVERNING LAW.**

This Agreement shall be governed by the substantive law of Ohio without regard to its choice of law rules.

11. **INDEPENDENT CONTRACTOR STATUS.**

The parties recognize and agree that although Hylant shall be working closely with Client in the placement of its insurance and providing other services, Hylant is an independent contractor and neither Hylant nor any of its agents, servants or employees shall be considered to

be employees, agents or servants of Client. Hylant shall retain the right to exercise control over the manner in which it renders services, except as set forth in this Agreement.

12. **NON-ASSIGNABILITY.**

Neither Hylant nor Client shall assign or transfer the respective rights or obligations under this Agreement without specific written, prior approval of the other party. The section shall not apply, however, to corporate reorganizations or mergers of Client which do not materially change its business.

13. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement of understandings, whether oral or written, to the contrary. Every change, amendment or alteration in this Agreement shall be in writing and signed by the parties hereto.

14. **REPRESENTATION.**

The daily business of this Agreement will be carried out by Hylant Employee Benefits Department or an authorized representative of Hylant Group and by The City of White House, Tennessee Human Resource Director.

15. **NOTICE.**

All notice as provided herein shall be in writing, and shall be sent certified mail, postage prepaid, with return receipt requested to the following address or to such other address as either party may hereafter furnish:

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

Hylant  
811 Madison Avenue  
Toledo, OH 43504  
Attn: Legal Department

16. **SEVERABILITY.**

In the event any provision of this Agreement conflicts with laws applicable hereto or under which this Agreement is construed, or if any provision of this Agreement shall be held illegal or unenforceable or partially illegal or unenforceable by a court with jurisdiction over the parties to this Agreement, then this Agreement shall be modified to conform with said laws or judicial determination and such provision shall be constructed and enforced only to such an extent as it may be a legal and enforceable provision, and all other provisions of this Agreement shall be given full effect, separately there from, and shall not be affected thereby.

17. **INSURANCE.**

Hylant will maintain General Liability, Auto Liability, Workers' Compensation and Errors and Omissions Insurance. Hylant will provide evidence of insurance to Client, if requested.

18. **FORCE MAJEURE.**

Hylant shall not be liable for any delay or failure to perform the services caused directly or indirectly by fire, flood, explosion, nuclear incident, or other casualty, strike or other labor disturbance, war, insurrection, invasion, riots, or by any existing or future governmental regulation, restriction, or appropriations, or any other cause beyond Hylant's control and direction.

19. **MARKET SECURITY**

Hylant does not guarantee the solvency of any underwriters with which we place insurance. Hylant encourages Client to review the publicly available information collected by Hylant to make the ultimate decision to accept or reject a particular underwriter.

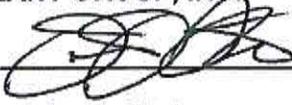
20. **EXECUTION.**

This Agreement may be executed in several counterparts, each of which shall be deemed the original, but all which shall constitute one in the same instrument.

**CLIENT**

\_\_\_\_\_  
By Michael Arnold  
Title Mayor – The City of White House, TN

**HYLANT GROUP, INC**

  
\_\_\_\_\_  
By Jon J. Strole  
Title Sr. VP & COO

## EXHIBIT I

### Agreed Services

- Coordinate activities relating to the Client's employee benefits program
- Communicate with Client's human resources or benefits personnel regarding benefits program issues
- Plan design consultation
- Benefit and cost analyses
- Network disruption analysis
- Review and implementation of complete cost containment procedures where applicable
- Meetings with Client's management or benefits personnel as requested and at agreed upon regular intervals
- Periodic review of market trends to ensure plan compliance
- Custom employee communications
- Response to general inquiries from Client
- Provide resources for legislative questions (e.g. COBRA, HIPAA, Health Care Reform, etc.)
- Provide resources for provider questions or issues
- Act as a resource for hardship provisions or late entrants
- Ensure implementation of policy changes with carrier(s)
- Request renewal with follow-up
- Compile renewal book with plan changes
- Compile plan alternatives with renewals
- Review renewal contracts for accuracy
- Act as a resource for difficult claim situations
- Ongoing compliance assistance with state and federal mandates
- Educate benefits personnel on new administrative procedures

## **EXHIBIT II**

### **Fee Schedule**

The following fee schedule will be effective from the 1<sup>st</sup> of April, 2016 to the 1<sup>st</sup> of April, 2020.

These policies are written on a commission basis which are determined by the insurance carrier. Hylant agrees to accept the standard percentage for each line of coverage.

Note: Policies for the following lines of coverage are included in this agreement:

- Medical
- Dental
- Vision
- group life and accidental death & dismemberment,
- group short-term and long-term disability insurance
- voluntary life and long-term disability insurance

March 8, 2016

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Gerald Herman, City Administrator  
**Re:** City Hall Flagpoles and Monument Sign Project

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As part of the FY2016 there was \$150,000 approved for monument signs and flag poles at the corner of Hwy 31W and SR76. In January we had a bid opening for this project and the one bid that we received was extremely over budget. The architects from HFR Design reworked the bid specifications to alter a few items on the signage, and then we advertised for bids again. On March 1<sup>st</sup> we had a bid opening and received four bids (see tabulation sheet).

I would like approval to enter an agreement with the lowest bidder, C&C Contracting, LLC, for construction of the flagpoles and LED signs in the amount of \$99,248.00.

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



**CITY OF WHITE HOUSE**  
 Bid# 2015119  
**CITY HALL FLAGPOLES & LIGHTED SIGNS**  
 Bid Opening: March 1, 2016 at 10:00 AM

DESCRIPTION				
Company Name	ACT Contractors	C&C Contracting, LLC	Impulse, Inc.	Jarvis Award Sign & Flag
<b>Address</b>	416 Timber Rd Ashland City, TN 37015	811 Meadow Lane Russellville, KY 42276	8909 Couchville Pike Mt Juliet, TN 37122	113 E. Old Hickory Blvd Madison, TN 37115
<b>License Number</b>	42191	48661	59381	61701
<b>License Expiration</b>	8/1/2017	5/31/2017	5/31/2017	11/30/2016
<b>License Classification and Limit</b>	BC-A,B/SM \$1.0 Million	BC-B,C. \$1.5 Million	CE; BC-B,C; CMC-C Unlimited	HRA-E; BC.27, CE; BC.7, 18,19 \$1.4 Million
IF ALL ITEMS LISTED ABOVE ARE INCLUDED- OPEN BID				
<b>SIGNED BID BOND</b>	✓	✓	✓	✓
<b>SIGNED BID</b>	✓	✓	✓	✓
<b>BASE BID TOTAL</b>	\$151,714.00	\$99,248.00	\$111,111.00	\$118,356.33

**OTHER BUSINESS...**



hylant.com

8 Cadillac Drive  
Suite 220  
Brentwood, TN 37027  
P 615-732-6500  
F 615-732-6599

City of White House  
Attn: Amanda Brewton  
105 College Street  
White House, TN 37188

Reference: Blue Cross and Blue Shield Renewal Group #129732  
Delta Dental Renewal Group # 04134  
Guardian Renewal Group # 00486133

Dear Amanda,

In 2014, Hylant completed a market review of the health insurance for The City of White House and made the recommendation to move the benefits to Blue Cross and Blue Shield of Tennessee. The evaluation is based on market segment (# of employees), Plan Design, Network Access and Cost. This methodology, along with market experience, assists us with our recommendation to The City of White House.

In 2016, the initial rate analysis from BCBST concluded that an 8.26% increase to the current premium would be sufficient to cover the Health Plan cost with no plan design changes for the next policy period. Prior to receiving the renewal from BCBST, Hylant interviewed 3 carriers (Cigna, Aetna, and UHC) proposing The City of White House Health insurance plan. The fact that other companies were being interviewed and that the experience of the group appears to be healthy, BCBST agreed to reduce the total increase for the health plan to 3.53%. It is my recommendation to renew the health insurance with Blue Cross and Blue Shield of Tennessee for this next policy year.

Additionally, Hylant marketed each of the ancillary lines of coverage which included Dental, Vision, Life/Ad&D and Disability. These policies are reviewed every year by evaluating contract language, plan design, and cost. In 2016, there were no changes made to plan design or contract language and the cost will remain the same for the next 12 months. After reviewing each of the proposals it is Hylant's recommendation to renew with Delta Dental (dental) and Guardian (Vision, Life/Ad&d and Disability).

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

Regards,

Todd Harrison  
Vice President Employee Benefits  
Hylant Nashville

March 8, 2016

## MEMORANDUM

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

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The Comptroller's Office requires the filing of Public Form CT-0253, Report on Debt Obligation with both the local governing body and with the Director of the Office of State and Local Finance no later than forty-five (45) days following the issuance or execution of a debt obligation by or on behalf of any public entity.

In compliance with the requirement, the attached form has been completed for the Fire Apparatus Capital Outlay Note, Series 2016. The Mayor, and City Recorder signed all closing documents for this issuance on Thursday, February 25, 2016.

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

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

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

**1. Public Entity:**  
 Name: City of White House  
 Address: 105 College Street  
White House, TN 37188  
 Debt Issue Name: Fire Apparatus Three-Year Capital Outlay Notes, Series 2016  
 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

**2. Face Amount:** \$ 355,000.00  
 Premium/Discount: \$ 0.00

**3. Interest Cost:** 1.7500 %  Tax-exempt  Taxable  
 TIC  NIC  
 Variable: Index \_\_\_\_\_ plus \_\_\_\_\_ basis points; or  
 Variable: Remarketing Agent \_\_\_\_\_  
 Other: \_\_\_\_\_

**4. Debt Obligation:**  
 TRAN  RAN  CON  
 BAN  CRAN  GAN  
 Bond  Loan Agreement  Capital Lease  
 If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

**5. Ratings:**  
 Unrated  
 Moody's \_\_\_\_\_ Standard & Poor's \_\_\_\_\_ Fitch \_\_\_\_\_

**6. Purpose:**

		BRIEF DESCRIPTION
<input checked="" type="checkbox"/> General Government	<u>100.00</u> %	<u>Fire Truck (Public Safety)</u>
<input type="checkbox"/> Education	_____ %	_____
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

**7. Security:**  
 General Obligation  General Obligation + Revenue/Tax  
 Revenue  Tax Increment Financing (TIF)  
 Annual Appropriation (Capital Lease Only)  Other (Describe): \_\_\_\_\_

**8. Type of Sale:**  
 Competitive Public Sale  Interfund Loan \_\_\_\_\_  
 Negotiated Sale  Loan Program \_\_\_\_\_  
 Informal Bid

**9. Date:**  
 Dated Date: 02/25/2016 Issue/Closing Date: 02/25/2016

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

**10. Maturity Dates, Amounts and Interest Rates \*:**

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2017	\$ 119,000.00	1.7500 %		\$	%
2018	\$ 118,000.00	1.7500 %		\$	%
2019	\$ 118,000.00	1.7500 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

\* This section is not applicable to the Initial Report for a Borrowing Program.

**11. Cost of Issuance and Professionals:**

No costs or professionals

	AMOUNT <small>(Round to nearest \$)</small>	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
_____	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
<b>TOTAL COSTS</b>	<b>\$ 0</b>	

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

**12. Recurring Costs:**

No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	_____	_____
Other _____	_____	_____

**13. Disclosure Document / Official Statement:**

None Prepared

EMMA link \_\_\_\_\_ or

Copy attached

**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?  Yes  No

Is there a continuing disclosure obligation agreement related to this debt?  Yes  No

If yes to either question, date that disclosure is due \_\_\_\_\_

Name and title of person responsible for compliance \_\_\_\_\_

**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy 11/17/2011

Is the debt obligation in compliance with and clearly authorized under the policy?  Yes  No

**16. Written Derivative Management Policy:**

No derivative

Governing Body's approval date of the current version of the written derivative management policy \_\_\_\_\_

Date of Letter of Compliance for derivative \_\_\_\_\_

Is the derivative in compliance with and clearly authorized under the policy?  Yes  No

**17. Submission of Report:**

To the Governing Body: on 03/17/2016 and presented at public meeting held on 03/17/2016

Copy to Director to OSLF: on \_\_\_\_\_ either by:

Mail to: **OR**  Email to: StateAndLocalFinance.PublicDebtForm@cot.tn.gov

505 Deaderick Street, Suite 1600  
James K. Polk State Office Building  
Nashville, TN 37243-1402

**18. Signatures:**

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>Michael Arnold</u> 	<u>Jason Barnes</u> 
Title	<u>Mayor</u>	<u>Finance Director</u>
Firm	_____	<u>City Of White House</u>
Email	<u>michaelleearnold@comcast.net</u>	<u>jbarnes@cityofwhitehouse.com</u>
Date	<u>02/29/2016</u>	<u>02/29/2016</u>

THIS ISSUE			TOTAL DEBT OUTSTANDING		
Year	Cumulative Principal	% Total	Year	Cumulative Principal	% Total
1	\$ 119,000	34.0%	1	\$ 1,343,833	8.0%
5	355,000	100.0%	5	\$ 6,157,185	36.7%
10			10	\$10,451,947	62.4%
15			15	\$13,524,914	80.7%
20			20	\$15,558,306	92.8%
25			25	\$16,263,306	97.0%
30			30	\$16,763,306	100.0%

DISCUSSION ITEMS...

OTHER INFORMATION....