

CITY OF WHITE HOUSE
Agenda
Board of Mayor and Aldermen Meeting
July 21, 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 June 16th meeting
7. Welcome Visitors
8. Public Hearings
 - a. None
9. Communication from Mayor, Aldermen, and City Administrator
10. Acknowledge Reports

A. General Government	E. Fire	I. Library/Museum
B. Finance	F. Public Services	J. Municipal Court
C. Human Resources	G. Planning & Codes	K. Monthly Financial Summary
D. Police	H. Parks & Recreation	
11. Consideration of the Following Resolutions:
 - a. **Resolution 16-09:** A resolution approving the transferring of our 457(b) deferred compensation plan to the Tennessee Treasury Department.
 - b. **Resolution 16-10:** A resolution adding the option of a 401(k) as an employee benefit.
12. Consideration of the Following Ordinances:
 - a. **Ordinance 16-14:** An ordinance to annex certain territories and incorporate same within the corporate boundaries. *First Reading*
 - b. **Ordinance 16-15:** An ordinance amending the zoning map for a .7 acre property relative to Robertson County Tax Map 1071 B, Parcel 49.01 from C-2, Central Business District Commercial, to R-10, High Density Residential. *First Reading*
13. Purchasing
 - a. To approve or reject a two-year extension on the decorative street light and traffic control device maintenance contract with Stansell Electric Company, Inc. The Public Services Director recommends approval.

- b. To approve or reject Change Order #2 for Cumberland Valley Constructors in the amount of \$71,929.46 for the WWTP Improvement Headworks Project. The Public Services Director recommends approval.
- c. To approve or reject Task Order #2 from McGill Associates not to exceed \$20,000.00 for engineering services associated with the WWTP Improvement Headworks Project. The Public Services Director recommends approval.
- d. To approve or reject the purchase of a Vapex 1500 Radical Odor Control System from Vapex Environmental Technologies, Inc. in the amount \$93,500.00. The Public Services Director recommends approval.
- e. To approve or reject the purchase of three trucks (2016 Ford F-150 4WH-Stormwater; 2016 Chevrolet Colorado 4WD and 2016 Ford F-150 4WD-Wastewater) in the amount of \$92,553.29 from National Joint Powers Alliance (National Auto Fleet Group in Watsonville, CA). The Public Services Director recommends approval.
- f. To approve or reject single source requests for FY 2016-2017. The Public Services Director recommends approval.
- g. To approve or reject the City Administrator entering into an agreement with Great Southern Recreation for construction of phase 2 of the splash pad in the amount of \$255,730.00. The Parks and Recreation Director recommends approval.

14. Other Business

- a. Board Appointments

15. Discussion Items

- a. None

16. Other Information

- a. None

17. Adjournment

CITY OF WHITE HOUSE
Minutes
Board of Mayor and Aldermen Meeting
June 16, 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. Decker, second by Ald. Paltzik to adopt the agenda. A voice vote was called for with all members voting aye. **Motion passed.**

6. Approval of Minutes of the May 19th 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. **May 19th minutes were approved.**

7. Welcome Visitors

Mayor Arnold welcomed all visitors.

8. Public Hearings

- a. **Ordinance 16-10:** An ordinance amending Zoning Ordinance Article VIII, permit issuance regarding a reduction in the impact fee assessment rate. *Second Reading.*

No one spoke for or against.

- b. **Ordinance 16-11:** 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.

- c. **Ordinance 16-12:** An ordinance amending the Municipal Code Title 18, Chapter 5 Stormwater Utility Ordinance, section 18-507. *Second Reading.*

No one spoke for or against.

- d. **Ordinance 16-13:** An ordinance adopting the annual budget (and tax rate) for the fiscal year beginning July 1, 2016 through June 30, 2017. *Second Reading.*

No one spoke for or against.

9. Communication from Mayor, Aldermen, and City Administrator

Ald. Paltzik noted that the Carnival will open on Monday, July 4th at 5:00 pm, and run through July 9th.

Ald. Paltzik reminded the Board that the Mayor's State of the City Address will be on Tuesday, June 21st at 11:30 am, at the White House Chamber of Commerce Luncheon.

Ald. Hutson stated that the Memorial Day events that the City held were excellent.

Ald. Decker mentioned that even though we are doing more projects that we did years ago our productivity has increased. He stated that he is thankful for the work of the staff.

Ald. Bibb echoed Ald. Hutson's comments on the Memorial Day events. He also expressed gratitude for the dedication of the Farris H. Bibb, Jr. Municipal Recreation Complex. He noted that he was shocked when the sign was revealed, and thanked the staff for their hard work on the project.

Mayor Arnold stated that the best day he has experienced as an elected official was on Memorial Day.

Mayor Arnold thanked City Administrator Gerald Herman for executing projects and visions he has for the community.

City Administrator Gerald Herman provided an update on the Dee Cee Road extension.

City Administrator Gerald Herman provided an update on the maintenance work being performed on the splash pad.

City Administrator Gerald Herman provided an update on the restroom facility renovation at the Municipal Park and the restroom pavilion at the Municipal Recreation Complex.

City Administrator Gerald Herman provided an update on the LED sign/flagpole project.

City Administrator Gerald Herman mentioned that the White House Farmers Market is well attended and the farmers are happy with the organization, location, and sales of this market

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. **Resolution 16-06:** A resolution approving certain amendments and revisions to the personnel manual.

Motion was made by Ald. Hutson, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Resolution 16-06 was approved.**

- b. **Resolution 16-07:** A resolution adopting the internal control manual.

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Resolution 16-07 was approved.**

- c. **Resolution 16-08:** A resolution authorizing appropriations for financial aid of non-profit organizations.

Motion was made by Ald. Paltzik, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Resolution 16-08 was approved.**

12. Consideration of the Following Ordinances:

- a. **Ordinance 16-10:** An ordinance amending Zoning Ordinance Article VIII, permit issuance regarding a reduction in the impact fee assessment rate. *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 16-10 was approved on Second Reading.**

- b. **Ordinance 16-11:** 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. 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 16-11 was approved on Second Reading.**

- c. **Ordinance 16-12:** An ordinance amending the Municipal Code Title 18, Chapter 5 Stormwater Utility Ordinance, section 18-507. *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 16-12 was approved on Second Reading.**

- d. **Ordinance 16-13:** An ordinance adopting the annual budget (and tax rate) for the fiscal year beginning July 1, 2016 through June 30, 2017. *Second Reading.*

Motion was made by Ald. Hutson, 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 16-13 was approved on Second Reading.**

13. Purchasing

- a. To approve or reject Change Order #1 for W & O Construction Company for \$9,038.61 for the Calista Road Lift Station Project. The Public Services Director recommends approval.

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

- b. To approve or reject the City Administrator entering into a five-year agreement with the State of Tennessee, Department of Commerce and Insurance to issue electrical and/or building permits. The Planning and Codes Director recommends approval.

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

- c. To approve or reject the City Administrator entering into a one-year Interlocal E911 agreement between E911 Emergency Communication District of Robertson County, Robertson County, the City of Springfield, and the City of White House for \$163,392.88 for furnishing dispatching services for the purpose of emergency dispatch at the E911 facility. The Police Chief recommends approval.

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

- d. To approve or reject the City Administrator entering into a three year agreement with Cummins Crosspoint, for planned equipment maintenance on the City's power generator systems, in the amount of \$58,119.83 (\$19,373.23 annually). The City Administrator recommends approval.

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

- e. To approve or reject the City Administrator entering into a three year agreement with CSR Engineering for professional engineering services, that will provide an onsite registered engineer on a weekly basis to provide professional engineering advice and consultation to City staff, in the amount of \$39,800 per year.

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

14. Other Business

- a. None

15. Discussion Items

- a. None

16. Other Information

- a. None

17. Adjournment

Meeting was adjourned at 7:31 pm.

ATTEST:

Michael Arnold, Mayor

Kerry Harville, City Recorder

REPORTS....

General Government Department
June 2016

Administration

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

- June 01:
 - Main Street Besties Award Ceremony
 - Open House: Live-in Harmony Massage Therapy
 - Progress Meeting: Pavilion and Restroom Renovation Projects
 - Progress Meeting: LED Sign/Flag Pole Progress Meeting
 - Citizen Meeting: Mr. Bob Richter
- June 06: Industrial Development Board Meeting
- June 07: Beer Board Meeting
- June 13:
 - Municipal Recreation Complex Architect Update Meeting
 - Stormwater Advisory Board Meeting
 - Planning Commission
- June 15:
 - Progress Meeting: Pavilion and Restroom Renovation Projects
 - Metropolitan Planning Organization Executive Board Meeting
- June 16:
 - Citizen Meeting: Mr. Edison Guthrie
 - Board of Mayor and Aldermen Meeting
- June 20: Americana Celebration Planning Meeting
- June 21:
 - Chamber of Commerce Luncheon
 - Board of Zoning Appeals Meeting
- June 22:
 - Meeting with TCRS Representative (James Armistead)
 - Community Development & Infrastructure Meeting
- June 23:
 - TEMA Weather Emergency Drill
 - Interviews: Assistant Public Services Director
- June 27:
 - Cumberland Pediatric Dentistry Donation Discussion
 - Peter Stratton Video Brainstorming Meeting
- June 28: Interviews: Visitor Center Attendants
- June 29:
 - Staff-State of the City Address
 - Progress Meeting: LED Sign/Flag Pole Progress Meeting

**General Government Department
June 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.

Budget	Budgeted Amount	Expended/Encumbered*	% Over (↑) or Under (↓) (Anticipated expenditures by this point in the year)
General Fund	\$10,097,867	\$7,676,727	↓24.33
Industrial Development	\$118,500	\$119,393	↓13.80
State Street Aid	\$275,000	\$203,998	↓25.82
Parks Sales Tax	\$410,569	\$410,093	↓0.12
Solid Waste	\$882,617	\$781,714	↓11.43
Impact Fees	\$3,290	\$0	↓100.00
Police Drug Fund	\$35,633	\$35,041	↓1.66
Debt Services	\$751,058	\$751,140	-
Wastewater	\$7,086,888	\$6,551,516	↓16.93
Healthcare	\$68,500	\$56,484	↓17.54
Stormwater Fund	\$359,485	\$324,000	↓16.00
Cemetery Fund	\$63,300	\$45,275	↓28.48

*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 June 2016 error rate was 2.9%.

Total Purchase Orders

	FY 2016	FY 2015	FY 2014
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	181	145	154
April	134	147	157
May	175	129	149
June	103	122	156
Total	1,903	1,655	1,733

Purchase Order Errors by Department

	June 2016	FY 2016	FY 2015*
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	1	2
HR	0	3	0
Library	0	5	8
Parks	0	4	3
Police	0	2	2
Public Works	0	0	2
Sanitation	0	1	0
Stormwater	1	4	-
Wastewater	2	12	3
Total	3	33	20

*Errors by department started being tracked in July 2014.

**General Government Department
June 2016**

Purchase Orders by Dollars	June 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
Total		718	1,655	1,733	\$6,141,704.54	\$13,280,467.89	\$7,302,320.43
Purchase Orders \$0-\$9,999	100	1,144			\$1,059,976.01		
Purchase Orders \$10,000-\$24,999	3	19			\$263,458.18		
Purchase Orders over \$25,000	0	22			\$2,243,981.85		
Total	103	1,185			\$3,567,416.04		
Total	103	1,903	1,655	1,733	\$9,709,120.58	\$13,280,467.89	\$7,302,320.43

**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
July	112	102	162	266,304	562,455	250,487
August	79	83	186	401,773	265,548	468,840
September	154	107	126	287,363	352,406	262,563
October	64	93	86	331,565	328,241	296,397
November	92	67	92	281,096	361,124	282,249
December	123	96	137	293,316	393,777	279,207
January	94	89	126	363,641	246,658	555,161
February	111	116	137	509,454	389,805	426,376
March	107	98	127	433,454	355,975	1,191,691
April	127	82	95	516,718	549,670	262,646
May	79	76	81	441,943	387,210	238,690
June	91	91	67	461,822	320,233	610,113
Total	1,233	1,100	1,355	4,588,449	4,513,102	5,124,420

**General Government Department
June 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	78	40	16	24	40	25
April	20	192	20	16	30	22
May	130	45	21	31	33	19
June	239	44	40	34	40	19
Total	971	623	320	321	422	200

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	632	481	370	17	31	25
April	635	498	385	13	26	21
May	640	502	464	26	23	15
June	653	507	410	23	25	19
Total	N/A	N/A	N/A	224	340	162

**General Government Department
June 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	72	March	1	68	100%
April	47	April	1	46	98%
May	44	May	2	37	100%
June	48	June	6	41	97.6%
Total	1,615	FY Total	13	320	N/A

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

White House Farmers Market

The White House Farmers Market opened on May 25, 2016. The market will be open every Wednesday from 3:30 pm – 7:00 pm, through August 31st.

	2016 New Facebook Likes	2016 Facebook Posts		Number of Vendors in June	Booth Payments Collected (\$)	Application Fees Collected (\$)	Summer 2016 <i>(Booth rental and application fees)</i>
May	185	17	6/1/2016	13	\$285	-	\$1,920
June	239	5	6/8/2016	13	\$315	-	
July			6/15/2016	12	\$75	-	
August			6/22/2016	16	\$120	\$30	
Total	185	17	6/29/2016	16	\$120	\$15	

**General Government Department
June 2016**

Building Maintenance Projects

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

Special Maintenance Projects

- Farmers Market set-up/tear down weekly
- As needed landscape maintenance
- HVAC issues in City Hall

	2015 - 2016	2014 - 2015	2013 - 2014
	Work Order Requests	Work Order Requests	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	25	24	15
April	20	22	15
May	33	13	31
June	17	25	20
Total	302	249	141

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

**Finance Department
June 2016**

Finance Section

On June 6th the Assistant Finance Director attended the Industrial Development Board meeting. On June 13th the Finance Director attended the Stormwater Advisory Board meeting. On June 15th the Assistant Finance Director attended the CMFO class "Financial Reporting 1" in Nashville, TN. On June 16th the Finance Director attended the regular monthly BMA meeting. On June 22nd the Finance Director met with David Briggs (Market President/Commercial Banking Executive) and Rebecca Hetzer (Sr. Commercial Relationship Manager/Sr. Vice President) of Capital Bank to discuss some potential banking options for the city. On June 23rd the Finance Director along with several other city employees participated in the TEMA Weather Emergency Drill at Fire Station #2. On June 28th the Finance Director and Assistant Director met with Julie Evans of KraftCPAs to discuss the upcoming audit for FYE 6/30/2016. On June 29th the Finance Director attended the MTAS Municipal Administrative Program (MAP) class "Closing the year-end accounting system" in Franklin, TN. During June the Finance Department along with other city departments worked to prepare to close the fiscal year.

Performance Measures

Utility Billing

	June 2016	YTD FY 2016	FY 2015 Total	FY 2014 Total	FY 2013 Total	FY 2012 Total
New Builds (#)	10	96	62	55	28	15
Move Ins (#)	49	539	488	506	481	493
Move Outs (#)	46	543	514	516	479	455
Late Payments (\$)	5,472	71,170	68,103	69,241	65,074	67,810
Late Payments (#)	969	12,692	15,641	12,840	12,685	12,857
Non-payment disconnects (occupied) (#)	18	348	442	514	258*	n/a
Non-payment disconnects (vacant) (#)	3	11	n/a	n/a	n/a	n/a
New Customer Signup Via Email (#)	12	12*				
New Customer Signup Via Email (%)	20%	n/a*				

*Less than 12 months of data available

Accounts Payable

	June 2016	May 2016	Apr. 2016	Mar. 2016
Total # of Invoices Processed	529	394	523	254

Business License Activity

	May 2016	FY 2016 YTD	FY 2015 Total	FY 2014 Total	FY 2013 Total	FY 2012 Total
Opened	6	97	105	74	80	52
Closed	0	2	5	13	140*	6

*129 businesses deemed uncollectable in October 2012

**Finance Department
June 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	7 checks 206 direct deposits	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	4,265,006	53%
Cemetery Fund			160,259	
Debt Services			22,111	
Healthcare			249,900	
Impact Fees			115,209	
Industrial Development			140,882	
Park Sales Tax			264,119	
Police Drug Fund			13,489	
Solid Waste			532,683	
State Street Aid			194,058	
Stormwater Fund			146,608	
Wastewater			2,580,371	

*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	8,023,558	↓1.20%
Cemetery Fund	26,775	39,501	↑47.53%
Debt Services	750,200	738,436	↓1.57%
Healthcare	62,200	62,943	↑1.19%
Impact Fees	12,700	33,295	↑162.17%
Industrial Development	70,100	111,441	↑58.97%
Park Sales Tax	494,766	540,614	↑9.27%
Police Drug Fund	4,520	3,895	↓13.83%
Solid Waste	800,400	818,255	↑2.23%
State Street Aid	269,264	280,495	↑4.17%
Stormwater Fund	368,730	412,876	↑11.97%
Wastewater	5,722,700	5,852,250	↑2.26%

*Realized amounts reflect revenues realized from July 1, 2015—June 30, 2016

**Human Resources Department
June 2016**

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

- June 01: Live In Harmony Open House
- June 03: TN Flea Market Ribbon Cutting
- June 14: Chamber of Commerce Ambassador Luncheon
- June 21: Chamber of Commerce Monthly Luncheon
- June 23: Assistant Public Services Director Interviews
- June 28: Visitor Center Attendant Interviews
- June 29: Annual State of the City Address

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	2	1	1	0	0
March	0	1	0	0	0
April	0	1	2	2	3
May	1	3	1	2	0
June	1	3	0	1	0
Total	8	13	9	12	7

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

**Human Resources Department
June 2016**

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

	2015 - 2016	2014 - 2015	2013 - 2014	2012 - 2013	2011 - 2012
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	0	1	0	1	0
April	1	0	2	1	1
May	0	0	0	0	0
June	1	1	2	0	0
Total	6	11	14	6	7

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.

	2015 - 2016	2014 - 2015	2013 - 2014	2012 - 2013	2011 - 2012
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	2	1	0	1	2
March	2	0	0	0	1
April	0	0	0	0	2
May	1	1	1	2	2
June	0	0	0	0	1
Total	11	5	6	8	19
Percentage	11.70%	5.49%	7.14%	8.99%	21.84%

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

**Human Resources Department
June 2016**

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

	2015 - 2016	2014 - 2015	2013- 2014	2012- 2013
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	0	1 (T)
April	0	0	0	0
May	1 (T)	0	0	1 (S)
June	0	0	0	0
Total	3	3	4	4

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

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

**Fire Department
June 2016**

Summary of Month's Activities

Fire Operations

The Department responded to 96 requests for service during the month with 58 responses being medical emergencies. The Department responded to 2 vehicle accidents with reported injuries with one patient transported to an area hospital.

During the month of June the department responded to three incidents that were weather related involving trees down. One of the incidents the roadway was blocked and two of the incidents involved power lines being damaged.

June 4th 8:18am – The Department was dispatched to a reported fire alarm at 200 Elementary Drive the Heritage Middle School. When fire units arrived on scene and after a scene size up smoke and fire was visible through a hallway door. Entry was made into the structure and the fire extinguished, the building was ventilated and checked for fire extension beyond the point of origin. The fire damage was limited to the area of origin although there was some smoke damage throughout the hallway affected.

June 19th 5:11pm – The Department was dispatched to a reported vehicle fire in the parking lot of Zaxbys. When fire units arrived on scene the fire had been knocked down with a fire extinguisher by an employee of the restaurant, fire personnel utilized water to completely extinguish the fire. The vehicle was not damaged beyond being able to drive it away there were no injuries reported with this incident.

June 24th 1:26am – The Department was dispatched to a structure fire on Kristen Ct. when fire units arrived on scene there was heavy smoke in the structure with no fire visible. Fire personnel made entry into the home utilizing a thermal imager to locate the fire in the ceiling between the upstairs and downstairs. The ceiling was removed and the fire extinguished afterwards the structure was ventilated utilizing a positive pressure fan. The structure suffered moderate fire damage to the floor joists in the area of fire origin and smoke damage throughout the structure. The cause was determined to be a lightning strike there were no injuries reported with this incident, one firefighter was treated on the scene for dehydration.

Fire Administration

June 8th 9th & 10th – Robertson County Emergency Management provided hazardous materials decontamination training to the three fire companies.

June 13th – Chief Palmer, Asst. Chief Sisk along with representatives from the State Fire Marshal's office met with representatives at Grace Park to discuss their building project.

June 15th – Chief Palmer and Asst. Chief Sisk attended a meeting with fire chiefs from the Sumner/ Robertson County area.

June 18th – Fire Department staff assisted with the "Ella's Ride" a motorcycle ride event.

June 20th – Chief Palmer along with other city staff attended the Americana Celebration Planning Meeting at City Hall.

June 21st – Chief Palmer attended the monthly Robertson County 911 meeting in Springfield.

June 23rd – Asst. Chief Sisk and other city staff participated in a weather related table top disaster drill at fire station 2.

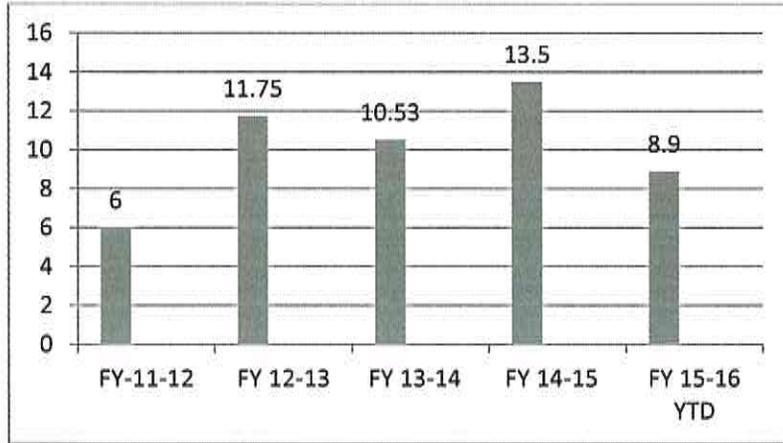
June 28th – Chief Palmer and Asst. Chief Sisk attended and chaired the monthly Safety Committee meeting held at fire station 2.

**Fire Department
June 2016**

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.

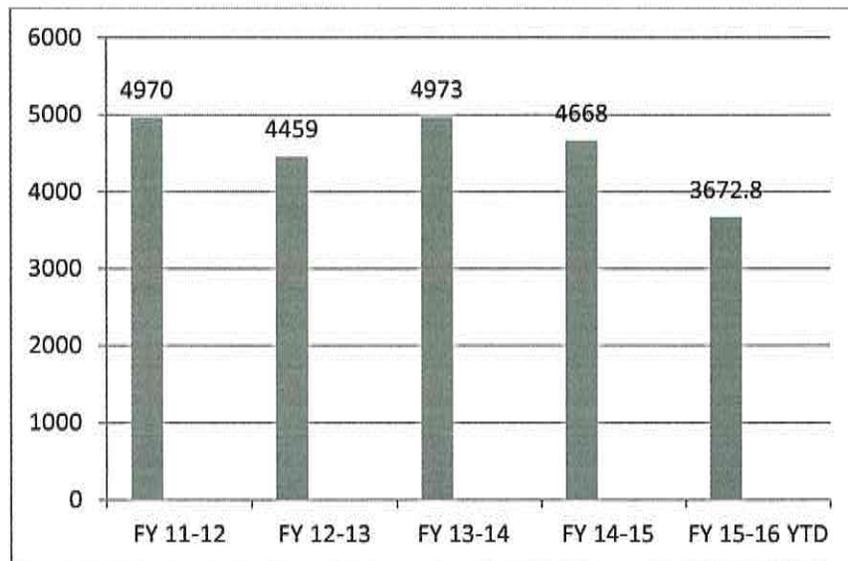


Incident Responses

Structure Fires	2	Vehicle Accidents(general cleanup)	1
Other Fires	0	Vehicle Accidents(With injuries)	2
Vehicle Fires	1	Rescue	0
Grass, Brush, Trash, Fires	0	False Alarms/Calls	14
Hazmat	0	Assist other Governmental Agency	2
Other Calls	16	Total Responses for the Month	96
Emergency Medical Responses	58	Total Responses Year to Date	1122

Fire Fighter Training

The Department goal is to complete the annual firefighter training of 240 hours for career and 48 hours for Part-time and Volunteer Firefighters for a total of 4176 hours per year. Throughout this year the department has had career and part-time positions unfilled and this circumstance has affected our total training hours.

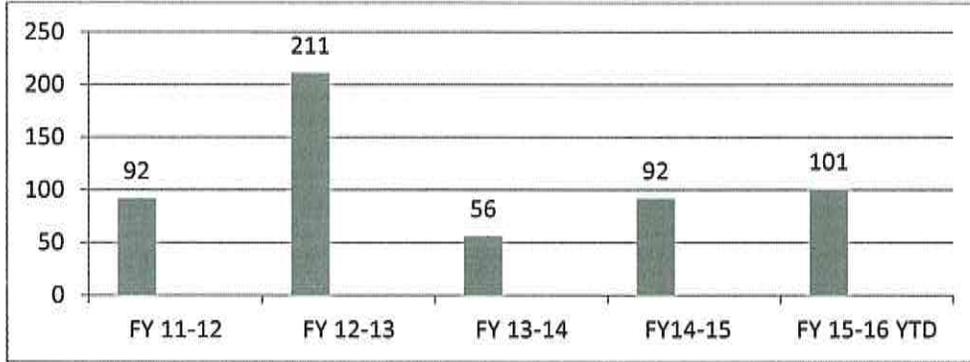


**Fire Department
June 2016**

Total Training Man-hours for the Month	432.38	Total Training Man-hours Year to Date	3672.8
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Fire Inspection

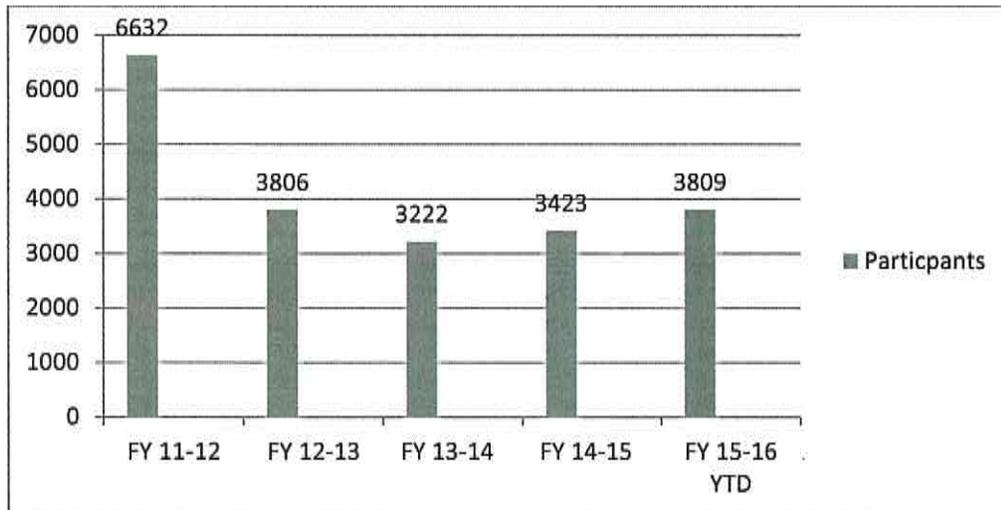
It is part of our fire prevention goals to complete a fire inspection at each business annually. Currently in our data base there are 387 businesses in the city including commercial and industrial facilities.



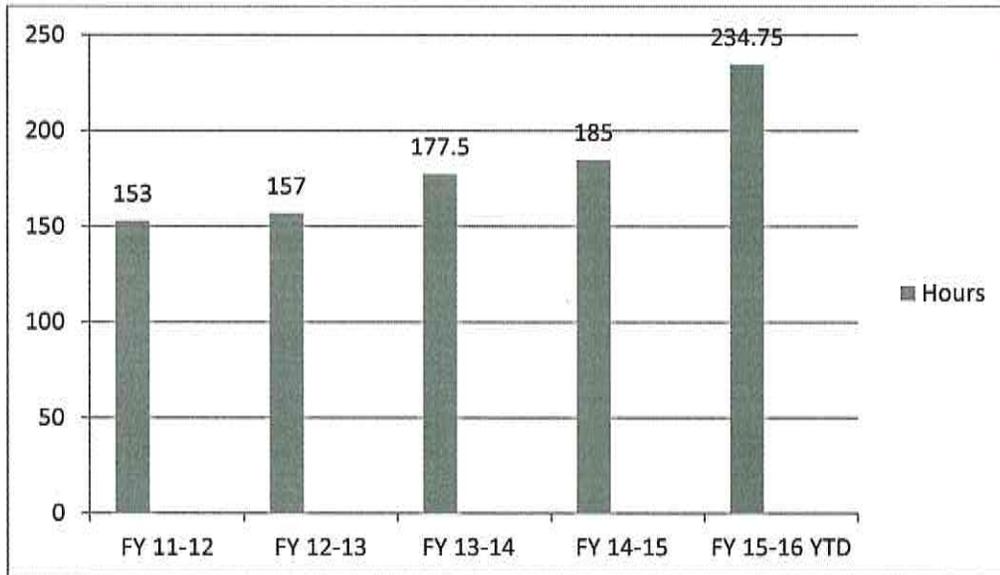
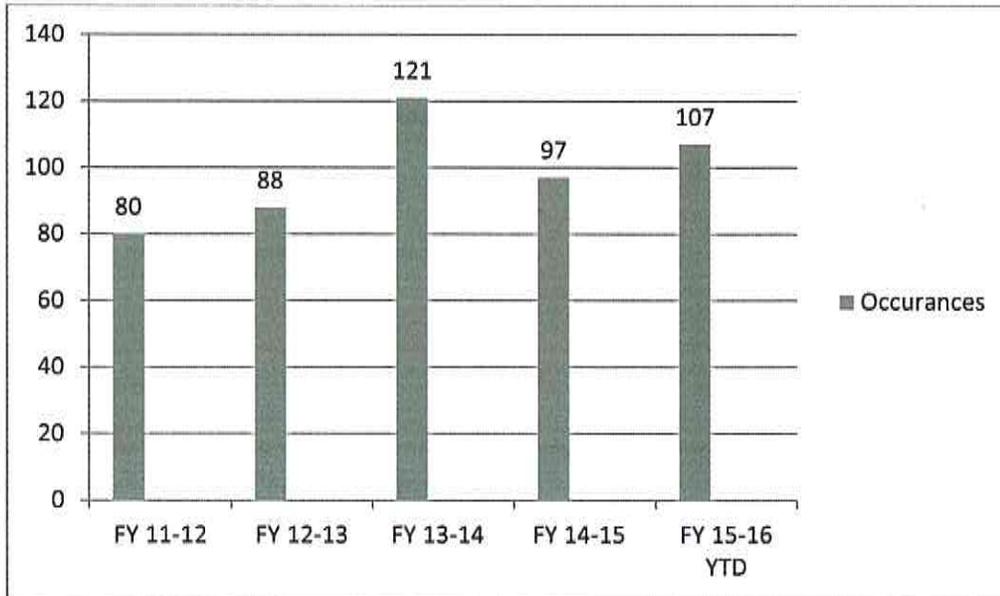
Fire Inspections	11	Year to Date	101	Plat / Plan Reviews	2	Year to Date	29
Fire Investigations	3	Year to Date	11	Fire Preplans	0	Year to Date	13

Public Fire Education

It is a Department goal to exceed our last three years averages in Participates (3484) 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
June 2016**



Participants	342	Education Hours	12
Participants Year to Date	3809	Education Hours Year to Date	234.75
Number of Occurrences	8	Number of Occurrences Year to Date	107

Police Department
June 2016

Highlights



Ofc. J.C. White



Ofc. Michael Thomas

J.C. White and Michael Thomas were sworn in to the White House Police Department in June. They both will be attending the 12 week Law Enforcement Academy starting July 10th.

Meetings/Civic Organizations

- *Chief Brady attended the following meetings in June:* T.A.CP Meeting (June 1st), Department Head Staff Meeting (June 6th), Beer Board Meeting (June 7th), 911 User Group (June 8th), Robertson County Chief's Meeting (June 14th), Drug Task Force Meeting (June 15th) and State of the City (June 29th).

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 159 professional standards that need to be met. As of the end of June, 84 proofs have been 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
March	0	64	0	64
April	0	330	0	330
May	0	264	24	288
June	0	136	0	136
Grand Total	0	810	76	886

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.*

**Police Department
June 2016**

Number of Officers on Shift	June	FY 2015-2016
Three (3) Officers per Shift	28	472
Four (4) Officers per Shift	0	42

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. Spring compliance Checks were conducted April 20th. Margarita Grill, De La Paz and Fuji's failed compliance. **Complete.**
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	June	Per 1,000 Pop.	Total 2015	Per 1,000 Pop.
<i>Serious Crime Reported</i>				
Crimes Against Persons	6	<1	62	6
Crimes Against Property	45	4	197	18
Crimes Against Society	21	2	71	6
Total	72	7	330	30
Arrests	41		214	

**U.S. Census Estimate 2014 – 11,042*

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.*

	June 2016	TOTAL 2016
Traffic Crashes Reported	18	190
Enforce Traffic Laws:		
Written Citations	93	798
Written Warnings	59	457
Verbal Warnings	148	928

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.*

COLLISION RATIO				
2016	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
June	18	1	6%	13%

**Police Department
June 2016**

Traffic School: Sgt. Bagwell taught traffic school in June.

Staffing

- Ofc. Ryan Spraggins graduated from the Tennessee Law Enforcement Training Academy June 24th.
- Per the Highlight above, Ofc. J.C. White and Ofc. Michael Thomas were sworn in to the White House Police Department the first of June. Both will be attending the Tennessee Law Enforcement Academy in July.

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

Sumner County Emergency Response Team: ERT completed their monthly training on June 17th.

Volunteer Reserve Officers: On June 13th the Reserves completed Firearms qualification.

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>June</i>	75%	78%

Communications Section

	June	Total 2016
Calls for Service	1,038	6,244
Alarm Calls	53	245

Request for Reports

	June 2016	FY 2015-2016
Requests for Reports	11	267
Amount taken in	\$14.95	\$208.45
Tow Bills	\$0.00	\$613.00
Emailed at no charge	21	298
Storage Fees	\$0.00	\$0.00

Governor's Highway Safety Office (GHSO): Nothing to report at this time.

Volunteer Police Explorers: In June, the Explorers covered felony take downs, writing citations and written warnings, probation and parole and domestic assaults.

**Police Department
June 2016**

Item(s) sold on Govdeals: In June, the following cars were sold on Govdeals:

- Sold 6/22/2016 – PD11 – 2007 Crown Vic - \$810.00
- Sold 6/28/2016 – seized 1996 Chevy Truck - \$1,210.00
\$2,020.00

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.**
On May 23rd, 148 kids graduated from White House Middle School D.A.R.E. **Complete.**
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.** On April 23rd, the Citizens Police Academy went to the firing range. Graduation for Citizen's Police Academy was held on April 25th. Twenty-six people graduated. **Complete.**
4. **Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.**
 - Sgt. Eric Enck instructed edged weapons defense at the Tennessee Law Enforcement Training Academy on June 14th and 15th.
 - Sgt. Eric Enck instructed Defensive Tactics at the Tennessee Law Enforcement Training Academy on June 22nd.

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

Upcoming Events:

Americana Celebration (July)
Safety Day (September)

2016 Participation in Joint Community Events		
	<u>June 2016</u>	<u>Year to Date</u>
Community Activities	12	33

**Public Services Department - Public Works Division
June 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 – position filled by maintenance worker)
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	MAY-16	JUNE-16	YTD 15/16
Stormwater	0	0	0	0	410	529	5,744
Sanitation	8,930	5,975	3,138	2,914	253	284	2,685
Street	3,539	3,765	4,485	4,040	783	836	8,134
Facility Maintenance	100	124	839	2,049	363	256	3,494
Fleet Maintenance	147	445	857	1,157	101	59	1,034
Meeting/Training	135	332	653	572	104	42	502
Leave	915	1,005	1022	807	29	218	1,253
Holiday	1,040	650	730	850	0	80	795
Overtime	0	70	166	263	25	13.5	508.5
Administrative	0	0	496	781	49	49	385

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	MAY-16	JUNE-16	YTD 15/16
Brush Collection Stops	2,970	2,787	5,394	5,915	534	704	5,944
Brush Truck Loads	468	302	644	503	43	61	459
Leaves Pickup Bags	N/A	519	4,324	4,016	351	336	3,741
Brush/Leaves Hours	N/A	585	2,119	1,634	116	152	1,366
Litter Pickup Bags	0	168	535	309	61	48	334
Litter Pickup Hours	N/A	443	829	1,147	136	132	1,318

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

Sanitation Collection:

The goal for the curbside garbage and recycling collection program is *to maintain an error rate of less than 1%*. The June 2016 work order report shows that staff made 52 requests on the WI web portal system, of which only 15 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	MAY-16	JUNE-16	YTD 15/16
Tons	3,634	3,458	3,315	3,081	273	301	3,276
Disposal Fee	\$88,325.03	\$85,077.60	\$82,869.34	\$86,098.70	\$6,777	\$7,377	\$81,583

SW Accounting	FY 11/12	FY 12/13	FY 13/14	FY 14/15	MAY-16	JUNE-16	YTD 15/16
Units Billed	44,485	44,244	44,953.00	45,763	3,982	3,948	47,155
Receivables	\$683,625.00	\$690,098.50	\$692,727.50	\$795,325.12	\$68,544	\$68,595	\$813,518
Revenue	\$654,858.69	\$684,487.53	\$705,287.91	\$781,004.41	\$71,031	\$73,782	\$823,428

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	MAY-16	JUNE-16	YTD 15/16
Participants	715	809	525	712	60	66	602
Tons	168	141	168	166	14	20	139
Disposal Fee	\$16,513.14	\$15,473.00	\$16,913.54	\$13,208.16	\$999	\$1,539	\$11,124

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	MAY-16	JUNE-16	YTD 15/16
Curbside Tons	244	393	456	408	34	47	463
Recycling Rate	7%	13%	14.3%	13.5%	11%	13%	14%
Revenue (curbside)	-	\$4,749.94	\$3,469.56	\$2,472.91	\$0	\$0	\$19.08
Fee (new program)	\$6,736.13	-	-	-	(\$494.85)	(\$704.55)	(\$4,565)
Metal (drop-off) Tons	11	62	42	33	4	5	42
Metal Revenue	\$3,167.45	\$10,555.50	\$6,240.40	\$4,333.90	\$357.00	\$406	\$3,098

**Public Services Department - Public Works Division
June 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	MAY-16	JUNE-16	YTD 15/16
Drainage Requests	3	27	17	23	4	6	29
Drainage Work (feet)	58	1,457	2,513	2,232	10	35	1,979
Drainage Man Hours	N/A	891	1,261	1,135	355	255	4,189
Debris Removed Loads	N/A	75	57	75	8	0	523
Sweeping Man Hours	0	0	272	460	5	10	201

Stormwater Accounting	FY 14-15	MAY-16	JUNE-16	YTD 15/16
Units Billed	24,410.00	4,182	4,149	45,476
Receivables (Billed)	\$107,249.28	\$34,770	\$50,872	\$395,818
Revenue (Received)	\$105,118.28	\$36,143	\$34,411	\$364,022

STORMWATER WORK JUNE 2016

Wednesday: June 1
R-O-W Mowing

Thursday: June 2
R-O-W Mowing

Monday: June 6
R-O-W Mowing

Tuesday: June 7
R-O-W Mowing

Wednesday: June 8
Street Sweeping

Thursday: June 9
Cardinal Drive Drainage (Initial Concrete Foundation of 2/3 Inlet)

Monday: June 13
Meadows Road Drainage/Restoration

Tuesday: June 14
Meadows Road Drainage/Restoration

Wednesday: June 15
No Stormwater Dept. Activities Conducted

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

Thursday: June 16
Cardinal Drive Drainage ½ Day

Monday: June 20
Cardinal Drive Drainage (2 of 3 Drop Inlets Completed)
Sage Road Drainage Request Completed (clear culverts and support with rip-rap on road shoulders)

Tuesday: June 21
Cardinal Drive (Initial Concrete Foundation of 3/3 Inlet)
Meadows Road Drainage/Restoration

Wednesday: June 22
Cardinal Drive Swale Restoration
Rolling Forest Court Swale Installation

Thursday: June 23
Rolling Forest Drainage/Restoration

Monday: June 27
Torrential Rain/Emergency Stormwater Inspections

Tuesday: June 28
Carryover Inspections from Torrential Rain/College Street Drainage

Wednesday: June 29
College Street Drainage

Thursday: June 30
College Street Drainage
Twice weekly inspections of all active construction sites were conducted

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	MAY-16	JUNE-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	0	0	61
Potholes	168	125	202	269	26	26	358
Pothole Hours	N/A	N/A	600	908	50	61	618
Mowing Hours	0	101	446	146	50	94	284
R-O-W Hours	N/A	N/A	12	299	41	59	676
Signs	119	153	106	251	14	18	179
Sign Work Hours	N/A	N/A	219	473	20	22	271
Salt Tons	55	4	79	76	0	0	221
Salt Hours	N/A	N/A	159	385	0	0	26
Decorative Streetlight Hours	0	0	0	33	2	8	44

**Public Services Department - Public Works Division
June 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.

1. Remove flagpole from the museum building.

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

Collection System Activities

Employee Recognition:

Harley Watts, Derrick McMillan and Mike Smith have successfully passed their exams and received their Grade II Collection System Operators Certificates. Congratulations guys!

WWTP Headworks Project: Cumberland Valley Constructors

The bar screen intake structure on the EQ basin has been successfully installed and all concrete work has been completed. There are "start-ups" scheduled for the various pieces of equipment the 3rd and 4th weeks of July.

(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, May 31, 2016, and a 270-day final completion date, June 30, 2016.)

Calista Lift Station Rehabilitation Project: W&O Construction

The contractor is at substantial completion and the station has been started. They have some general clean-up issues and punch list items yet to manage. Carey Morrison with McGill has the punch list and will be forwarding it to W&O for completion. We are awaiting the start-up reports and O&M manuals. (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, March 2, 2016, and a 180 day final completion date, April 3, 2016.)

Northern Force Main Project: Dynamic Construction

The force main project started on May 9th and is moving along better than we expected. Dynamic Construction is approximately 500' from the final tie-in to the existing 12" force main that goes back to the plant. Inclement weather and a large underground phone cable has slowed their progress. Substantial completion is expected by mid-July.

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>MAY-16</u>	<u>JUN-16</u>	<u>YTD</u>
Late Payments	11,790	12,857	12,685	12,068	1,200	969	12,692
Disconnects for non-pay	N/A	N/A	258	442	24	23	372
Revenue Late Payments	\$62,880	\$67,810	\$65,074	\$61,350	\$6,206	\$5,472	\$71,170

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>MAY-16</u>	<u>JUN-16</u>	<u>YTD</u>
Tennessee 811	948	866	1,306	1,416		139	168	1,691

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

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

from any location via a smart device and acknowledge the alarm. The new SCADA system that we're currently in the process of installing at every lift station will allow the technician to remotely operate the components at the station.

<u>Lift Station Location</u>	<u>FY 11/12</u>	<u>FY 12/13</u>	<u>FY 13/14</u>	<u>FY 14/15</u>	<u>MAY-16</u>	<u>JUN-16</u>	<u>YTD</u>
North Palmers Chapel	1,483	1,736	3,559	483	1	1	35
Calista Road	985	1,058	2,014	418	3	3	24
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	1	1
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>MAY-15</u>	<u>JUN-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	53
2000 to 2000 C/O	271	19	13	23	0	0	7
Extreme to 2000 C/O	0	33	14	28	0	0	15
Extreme to Extreme C/O	0	157	110	117	15	17	137
Centrifugal to Centrifugal C/O	-	-	-	5	0	0	2
2000 Conversions	159	26	3	0	0	0	2
Extreme Converts	0	43	83	74	4	3	44
Total Pumps Replaced	430	363	313	321	25	26	313
Low Pressure Service Request	554	977		723	47	44	530
Vacuum System Service	96	127	102	58	7	8	87
Gravity Service Request				14	0	0	5
Inspection for New Service	0	0	27	51	4	8	36
Final Inspection for New	0	0	47	66	3	1	37
Sanitary Sewer Overflow (SSO)	0	4	2	3	1	0	6
Odor Complaints	0	0	11	14	2	0	16

**Public Services Department - Wastewater Division
June 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>MAY-15</u>	<u>JUN-16</u>	<u>YTD</u>
Major Lift Stations	12	5	5	18	26	1	7	57
Mainline	0	1	7	18	14	1	2	14
Service Line	82	52	65	136	49	5	3	42

Major Lift Stations Repairs:

WILKINSON LANE:

We have decided to put off moving the control panel until the FY 2016/17 budget year. The VAPEX unit has been relocated to protect it against H2S corrosion.

CALISTA:

The contractor is substantially complete and the new MCC is up and running. We've had issues with CEMC's power drops that has caused the station to trip and go on standby power.

COPE'S CROSSING:

The discharge 90 that pump #1 sits on developed a crack and was leaking badly. This item is not an "off the shelf" item so it is on order. The part should be made available to us in mid to late June. This date is moved to mid-July.

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>APR- 2016</u>	<u>MAY - 2016</u>	<u>JUN - 2016</u>	
Flow	0.707 MGD	0.769 MGD	0.691 MGD	
Capacity	1.40 MGD	1.40 MGD	1.40 MGD	
% of Plant Throughput	55.0%	50.6%	49.4%	(0.691 MGD) / (1.40 MGD)
Actual Capacity	1.12 MGD	1.12 MGD	1.12 MGD	(1.4 MGD x 80%)
% of Allocated Capacity	63%	68%	61.7%	(0.691 MGD) / (1.12 MGD)
Rainfall	1.95"	4.99"	5.18"	

<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>MAY-15</u>	<u>JUN-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.

Public Services Department - Wastewater Division
June 2016

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 23 gallons per day at the Old Tyree lift station.

2. **Oxidation Ditch:**

No issues to report – working at optimum capabilities.

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.

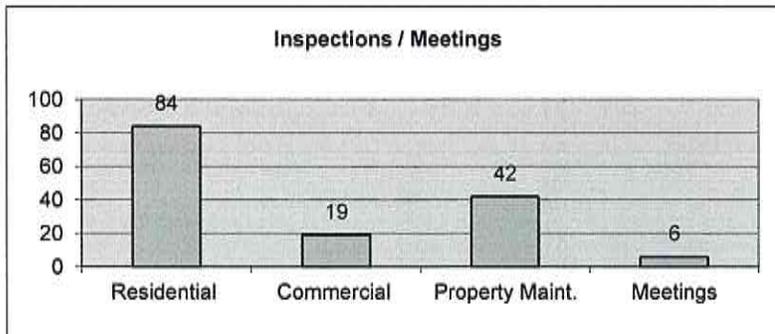
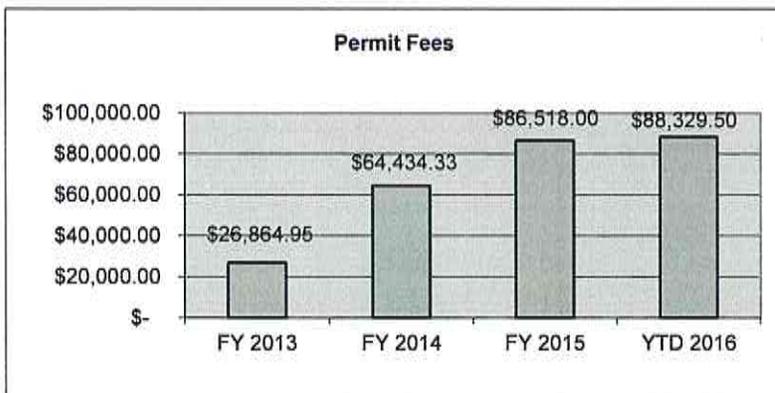
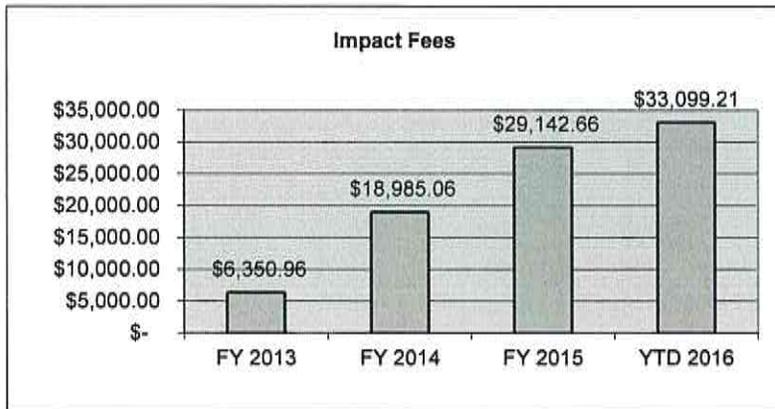
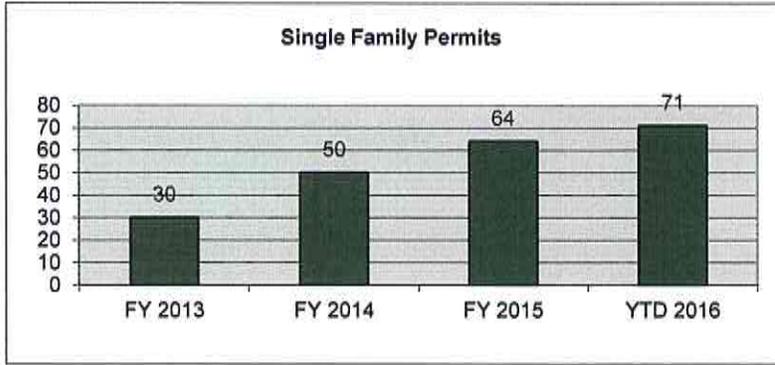
TDEC has responded to our use of PAA as the method of disinfection and the agency wants to study the process in more detail before making a final response. The next phase involves further testing, bio-assay sampling of the streams, quantifying daily use rate and an engineering report.

The PAA feed rate is now operating at a constant **1.89** 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 **18.90 CFU's**, which is well below the limit.

**Planning and Codes Department
JUNE 2016**



**Planning and Codes Department
JUNE 2016**

	Month	YTD 16	FY2015	FY2014	FY2013
MEETING AGENDA ITEMS#					
Planning Commission	4	54	50	38	39
Construction Appeals	0	2	1	0	0
Zoning Appeals	1	13	8	9	5
Tech. Review/Study Session	0	0	1	0	0
Property Maintenance	0	0	0	0	0
PERMITS					
Single Family Residential	8	71	64	50	30
Multi-Family Residential	1	8	3	123	2
Other Residential	29	235	367	132	133
New Commercial	1	6	7	2	1
New Industrial	0	1	1	0	0
Other Com/Ind	4	33	51	26	27
State Electrical	82	635	657	478	329
Sign	2	16	17	16	11
Occupancy Permits	1	47	54	59	62
Commercial Certificate of Occupancy- None					
Other	1	5	1	71	18
BUILDING INSPECTIONS					
Residential	84	1244	1194	519	334
Hours	23.33	284.16	295.61	175.59	111.25
Commercial /Industrial	19	152	360	189	151
Hours	8.58	68.07	127.41	79.33	94.34
CODE ENFORCEMENT					
Total Cases	42	437	612	531	735
Hours	7.42	68.17	70.49	83.42	113.92
Complaints Received	20	120	145	141	126
MEETINGS					
Administration	3	27	29	39	55
Hours	5.25	61.58	56.92	67.95	89.06
Planning	2	33.5	23	31	40
Hours	1.25	51.75	56.8	101.25	51.1
Codes	1	36	34	50	53
Hours	2.5	29.41	28.74	58.25	73.5
FEES					
Permit Fees	\$18,764.50	\$ 88,329.50	\$ 86,518.00	\$ 64,434.33	\$ 26,864.95
Board Review Fees	\$550.00	\$ 8,200.00	\$ 17,244.50	\$ 7,297.90	\$ 3,150.00
City Impact Fee	\$5,532.85	\$ 33,099.21	\$ 29,142.66	\$ 18,985.06	\$ 6,350.96
Roads	\$2,678.72	\$ 16,316.07	\$ 12,820.88	\$ 5,405.07	\$ 3,056.90
Parks	\$708.80	\$ 4,477.60	\$ 5,943.60	\$ 4,993.50	\$ 1,197.40
Police	\$1,291.51	\$ 7,411.58	\$ 6,155.15	\$ 4,494.28	\$ 1,262.70
Fire	\$853.82	\$ 4,893.96	\$ 4,067.80	\$ 2,976.51	\$ 796.76
OTHER ITEMS					
Subdivision Lots	0	51	0	0	0
Commercial/Ind. Sq Ft	0	20,630	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	\$573,840.00	\$ 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	18	17	16	16	16

Parks, Recreation, & Cultural Arts Department
June 2016

Summary of Month's Activities

We had the splash pad Grand Opening on May 30th. It was a huge success at first and then we started running into problems. The main issue was the pump kept shutting off after a certain period of time because of the motor overheating. Eventually, we adjusted our operating hours for the splash pad to be open for two hours and closed for two hours. This worked for a couple of weeks and then the motor just completely gave out and we had to shut the splash pad down completely until we could get it repaired. Other issues included: the frogs in the splash pad were not shooting correctly and the chlorine level was not making it out to the pad and was reading extremely low. So, we had a start-up meeting setup already with a VakPak rep so he could show us how to operate the pump system and all of that but that meeting turned into a meeting for all of the companies involved in the project and their representatives to look into what the issues really were. Nothing really seemed to be resolved after that meeting other than them fixing the frogs that were giving us issues. The VakPak rep had to leave the next day and we still didn't have a solution for the chlorine issue and he said we would need a brand new motor for the pump because it had stopped working. After that meeting and after the VakPak rep left, Great Southern Recreation decided to have an electrician come out and see if they could fix the motor. So, they took the motor to Nashville and had it tested and it tested perfectly fine. So, that puzzled us a bit but we decided to just go ahead and open up some bypass valves to help more water flow through the pumping system and we hooked up the same motor that supposedly had stopped working. After some adjustments we had the splash pad working again and it has worked perfectly fine for a full day ever since.

Work is almost completely done on the Municipal Complex pavilion and restroom building as well as the renovation of the Municipal Park restrooms in the back of the park. All that really lacks is the partitions being installed for both facilities and some plumbing and electrical work.

The cemetery fencing project was put on the backburner the last couple of months with all of the other projects we had going on in our department but it has come back to the forefront here in the last couple of weeks. We have all of the materials that we need in already. Right now we are just waiting on the stone mason to get done with the stone work for the rock columns so we can start installing the fence. He started work on the columns yesterday. One hurdle we have to overcome involves the main cemetery sign. We are going to have to dig it up and turn the sign so that the etching on the sign is horizontal with 31-W. So, this is going to take using a crane on two separate occasions. We will have to pick the sign up and sit it down in order for us to do the foundation for the new location and then the crane will have to come back and sit it on the new foundation once it's done. So, once this and the rock columns are done, the fence installation will be done quickly.

Recreation

The 16th Annual Independence 5K was Saturday July, 2nd. Prior to race day, we had 90 participants that were pre-registered. On race day, we ended up having approximately 130 participants. Early Bird registration was held prior to June 16th. During this period, participants received a discounted fee of \$20/per individual registration, \$15/per individual registration (Youth 10 & Under) an \$65/per family registration (up to 4 members). After June 16th, the registration fees were: \$25/per Individual registration, \$20/per individual registration (Youth 10 & Under) and \$75/per family registration. For this year's event, we had 6 sponsors. Our sponsors for this year included: Advanced Supply, Crossroads Medical Group, McDonalds, Goodall Homes, STAR Physical Therapy and CEMC. STAR Physical Therapy even volunteered to serve water and bananas to our participants once they finished their run.

Gymnastics/tumbling lessons are currently being conducted. Charles Harding is providing the instruction for those lessons. Currently, there are 7 children enrolled. Mr. Harding is still allowing for new enrollments. The fee is \$100 for 8 weeks of instruction. For those that enroll now, Charles will allow them to attend lessons at his studio to make up for any time missed at the Civic Center.

Basketball Camp was held at the Civic Center on June 13th – 16th from 9:00am-12:00pm. This was for girls and boys grades 2 – 6. White House Heritage Girl's Middle School Basketball coach, Rhett Roach, was the instructor. There were 12 participants for this activity.

Men's Fall Open Softball sign-ups are ongoing. We have 1 team registered so far. The season is set to begin in September.

Parks, Recreation, & Cultural Arts Department
June 2016

Fall Baseball and Softball sign-ups ended July 5th. We have decided to do things a little different this year and let the kids that played in the Dixie Youth league in the spring stay on that team in the fall if they like, but only if they aren't moving up in age group. If they are moving up then they must go into the blind draft. We have 133 enrolled in Baseball and 45 enrolled in Softball. As of right now, we have extended softball sign-ups to Tuesday 7/12 at 5:15PM. If we don't have enough girls in either division to have 2 teams, we will have to give complete refunds to those that have signed up that wouldn't be interested in Baseball. Coach's meeting/draft will be next week. Practices will begin later this month and games will begin in August.

Girls Volleyball sign-ups for the fall league ended July 5th. We are having our coaches meeting/draft Wednesday 7/13 at 5:30PM. Practices will begin later this month and games will begin in August.

Park Maintenance

- We have started air rating the sport fields for the first time this year.
- The guys have gone around trimmed bushes at the Greenway trailheads as well as cut back tree branches on trail.
- We have done a lot of clean up from the storm from high water on the greenway.
- We did a lot of prep work for the Americana celebration at the soccer complex.
- I had to do some work on the splash pad on a broken handle and then we got the new part in and installed it.
- We have put in 100 hours of mowing this month. It's not as much as the past due to a few projects we had to work on.
- There have been a few headstones that we have had to do foundations for at the cemetery.
- We also have installed benches and tables at the splash pad.

Seniors

In June the Seniors enjoyed:

- Bowling (9)
- Book club (9)
- A trip to Wynnewood (13)
- A Biblical Oil Study (10)
- A game of Bunco (16)
- A movie at the center (15)
- A trip to Frosty Freeze (11)
- Lunch at Chef's Market (23)
- A trip to the Movies (10)
- The Seniors also celebrated Father's Day at lunch with 72 attending.

Parks, Recreation, Cultural Arts Department
 JUNE
 2016

		Current Year	
		May-16	Jun-16
		YTD 2015-16	

100	130	977
0	0	3,885
0	0	3,520
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

Mowing Hours	1,486	1,346	1,276	1,134	887
Pounds of Grass Seed Sown	3,140	2,275	3,280	2,560	2,265
Pounds of Fertilizer Applied	8,150	2,540	5,525	1,620	3,050
Number of Trees/Shrubs Planted	20	39	3	23	15

0	19	644
0	0	231
0	0	2,680
1	1	14
4	6	37
\$350.00	\$5,171.00	\$ 45,979.00
\$0.00	\$450.00	\$ 6,852.00
\$1,395.00	\$905.00	\$ 4,620.00

Recreation

Number of Youth Program Participants	354	448	818	762	767
Number of Adult Program Participants	2,353	2,471	1,726	855	537
Number of Special Event Attendees	3,484	3,970	2,796	4,145	2,643
Total Number of Special Events Offered	19	17	19	12	11
Total Number of Programs Offered	68	78	51	46	43
Youth Program Revenue	\$29,068.00	\$29,702.00	\$ 49,676.00	\$49,197.40	\$53,736.37
Adult Program Revenue	\$14,899.65	\$19,216.05	\$ 16,060.90	\$13,155.30	\$8,855.00
Special Event Revenue	\$8,010.00	\$7,355.00	\$ 5,970.00	\$4,965.00	\$3,920.00

Administration

Number of Shelter Reservations	116	112	110	103	112
Hours of Shelter Reservations				130	311
Shelter Reservation Revenue	\$3,415.00	\$ 3,396.00	\$ 3,270.00	\$2,823.00	\$3,379.50
Number of Facilities Reservations	63	136	261	207	191
Hours of Facility Reservations				145	584
Facility Reservation Revenue	\$6,475.63	\$ 16,224.25	\$ 36,686.43	\$26,540.00	\$21,028.62
Field Rental Revenue				\$4,498.33	\$3,248.00
Misc. Revenue	\$60,991.46	\$ 56,423.35	\$ 71,032.39	\$37,420.52	\$28,644.18

12	10	85
45	38	291
\$452.00	\$540.00	\$ 3,280.50
28	25	296
91	71	894
\$4,093.75	\$1,360.00	\$ 31,037.52
\$145.00	\$55.00	\$ 3,453.00
\$2,736.80	\$19.00	\$ 27,861.34

Number of Shelter Reservations	116	112	110	103	112
Hours of Shelter Reservations				130	311
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Misc. Revenue	\$60,991.46	\$ 56,423.35	\$ 71,032.39	\$37,420.52	\$28,644.18

Senior Center

Senior Center Participants	2,860	3,269	3,586	3,478	3,770
Number of Trip Participants	473	387	477	507	538
Number of Meals Participants	2,912	3,315	2,867	2,910	2,932
Number of Program Participants	632	4,486	4,030	3,419	4,618
Number of Trips Offered	42	31	34	38	45
Number of Meals Served	46	49	49	49	50
Number of Programs Offered	50	90	87	81	74

745	772	8,919
86	66	527
290	356	3,416
369	350	4,939
5	5	39
4	5	50
8	9	109

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
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Number of Trips Offered	42	31	34	38	45
Number of Meals Served	46	49	49	49	50
Number of Programs Offered	50	90	87	81	74

White House Library
June 2016

Summary of Activities

The library director attended a Tenn-Share meeting on June 6th. The library director is the chair of Tenn-Share's marketing committee. She is going to work with Tenn-Share on creating a newsletter to try and market Tenn-Share's events better.

HFR, the architect who worked on the library building, did their final walk through inspection. They did find a few things that needed to be corrected before the one year warranty on the building ends.

The library held its summer reading kick-off party on June 8th at the splash pad. A total of 100 people showed up. The library felt this number was low in comparison to previous years when about 100 to 125 people would show up. The library is looking into ways to possibly change the kick-off party to make it have higher attendance.

Despite the low kick-off party number, the 2 performer programs, Mr. Bond the Science Guy and Animal Tales, had a greater attendance with a total of 139 and 164 respectively, which in times past averaged about 100 and 130 respectively.

The library also had 5 teen programs in June, 2 on Saturday and 3 on Tuesday. A total of 15 individuals show up for these teen programs.

The library started its seed lending library the last week in May. June was the first whole month of this program. A total of 20 patrons check out seeds and a total of 40 seed packets were taken. The library felt this was a good turn out since we were delayed in starting this program and most individuals plant in the spring. The library hopes to have an even better turn out next year since patrons will be able to get their seeds sooner.

The library also set up its very own newsletter which was sent out for the first time in June. The library hopes to use this newsletter to give updates about upcoming events and better market the library. For our first email newsletter, we sent a newsletter to a total of 4,451 addresses, 1,131 opened the email, 638 bounced back, and 32 requested to unsubscribe to the newsletter. The library is going to try and get correct email addresses for the 638 bounce backs in the hope that more individuals can be reached.

Department Highlights

The highlights for the month were the library's success with the seed lending library and the email newsletter. Both went well for our first start up and the library believes they will continue to be a success.

**White House Library & Museum
June 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	

June Membership

Cumulative Members

Year	New Members	Updated Members	Total Members	% of Population with Membership
2013	53	6	10,903	82
2014	73	989	8,897	66
2015	64	267	9,444	70
2016	182	508	11,311	83

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 and we have passed our numbers from 2013 when we did the purge.

Total Material Available: 29,485

Estimated Value of Total Materials: \$737,125 **Last Month:** \$729,900

Total Materials Available Per Capita: 2.16 **Last Month:** 2.14

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 thanks to additional room at the new library.

Materials Added In June

2011	2012	2013	2014	2015	2016
209	180	319	278	391	291

Yearly Material Added

2011	2012	2013	2014	2015	2016
3,036	2,671	4,108	3,488	2,830	1,541

The library's goal is to add material that meets the current and future needs of city patrons. The library just received a donation of kindles, so the library is going to order ebooks to put on these devices, which the library believes will circulate well.

Physical Items Checked Out in June

2011	2012	2013	2014	2015	2016
6,813	5,291	4,685	4,818	4,775	7,393

Cumulative Physical Items Check Out

2011	2012	2013	2014	2015	2016
63,395	51,116	47,160	47,509	49,442	35,235

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 slight increase in 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 this requirement since we are seeing an increase in circulation at the new library.

June Users

Yearly Users

	2015	2016		2015	2016
Technology Devices	0	8		48	62
Kids Tech Devices	0	1		33	21
Study Rooms	0	68		300	416
Lego Table	0	235		145	941
Board Games	0	39		0	131
Puzzles	0	20		0	69
Seeds	0	42		0	42

In addition to our tech devices and study rooms, the library's newly added puzzles and board games for circulation. As of right now, our board games are checking out more than our puzzles, so the library is going to add more board games in the future. Additionally, the library has added a seed lending library using our old card catalog. We checked out a total of 42 seed packets which the library believes is a good number for our first month with this project.

Volunteers: 15 **Hours:** 154 hours and 33 minutes

White House Library & Museum

June 2016

Performance Measures

July Computer Users

	2011	2012	2013	2014	2015	2016
Wireless	***	***	75	101	156	772
Internet Computers	568	496	272	286	286	395
Kids	315	150	102	192	226	262

Yearly Computer Users

2011	2012	2013	2014	2015	2016
***	***	1,071	1,315	3,704	3,425
5,983	4,282	3,791	3,743	3,882	2,302
3,244	2,874	1,691	1,478	1,857	1,056

The library's goal is to stay current with technology 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

June	Kids Sessions	Kids Attendance
2011	5	380
2012	5	382
2013	4	195
2014	7	437
2015	0	0
2016	10	665

Yearly Totals

Kids Sessions	Kids Attendance
91	2,805
76	2,232
92	2,193
109	2,225
96	1,743
97	1,663

The library held 10 programs for the month of June. Since it is summer reading, the library brought in 2 performers as programs, had a kick-off party and a field day event. Additionally, the library held 2 craft days and one movie day. Additionally, the library did hold its story time for tots (ages 4 and under) since all other age groups could come to the other programs. The library was really pleased with the number of attendees at these programs.

June	Teen Sessions	Teen Attendance
2011	0	0
2012	0	0
2013	0	0
2014	2	24
2015	0	0
2016	5	15

Teen Sessions	Teen Attendance
0	0
4	31
7	35
14	100
16	87
26	83

The library had a total of 5 teen events in June, which were held on Tuesdays and Saturdays as part of our special summer reading program.

June Totals	Adult Sessions	Adult Attendance
2011	2	13
2012	1	12
2013	1	7
2014	1	7
2015	0	0
2016	1	12

Adult Sessions	Adult Attendance
14	217
16	245
11	107
15	243
25	294
23	136

With the increase in patrons from summer reading, the library's book club is the only adult program that met. However, this year, adults could participate in the adult summer reading program and enter to win prizes for reading.

White House Library & Museum

June 2016

Performance Measures

Services Provided by Contracting with State

June Interlibrary Loan Services

	2011	2012	2013	2014	2015	2016
Borrowed	40	31	31	29	4	61
Loaned	2	0	15	26	2	30

Yearly Interlibrary Loan Services

2011	2012	2013	2014	2015	2016
337	362	136	271	303	347
64	100	165	411	253	143

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

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
eBooks	792	2,010	3,688	5,664	6,209
Audios	1,717	2,501	2,521	3,308	4,466

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

JUNE 2016

CITATIONS

TOTAL MONIES COLLECTED FOR THE MONTH	\$6,798.00
TOTAL MONIES COLLECTED YTD	\$87,179.85

STATE FINES

TOTAL MONIES COLLECTED FOR MONTH	\$1,102.95
TOTAL MONIES COLLECTED YTD	\$18,755.21

TOTAL REVENUE FOR MONTH	\$7,900.95
TOTAL REVENUE YTD	\$105,935.06

DISBURSEMENTS

LITIGATION TAX	\$474.64
DOS/DOH FINES & FEES	\$180.50
DOS TITLE & REGISTRATION	\$0.00
RESTITUTION/REFUNDS	\$0.00
TBI-EXPUNGEMENT/FEES	\$0.00
CASH BOND	\$0.00
WORTHLESS CHECKS	\$80.00
TOTAL DISBURSEMENTS FOR MONTH	\$735.14
TOTAL DISBURSEMENTS YTD	\$10,517.79

ADJUSTED REVENUE FOR MONTH	\$7,165.81
TOTAL ADJUSTED REVENUE YTD	\$95,417.27

DRUG FUND

DRUG FUND DONATIONS FOR MONTH	\$11.87
DRUG FUND DONATIONS YTD	\$2,829.03

Disposition	Jun-16	May-16	Apr-16
Ticket Paid in Full – Prior to Court	29	36	24
Guilty as Charged	6	5	10
Dismissal	4	3	14
Dismissed upon presentation of insurance	16	21	26
Not Guilty	0	0	0
Dismissed to Traffic School	8	0	12
Dismissed with Costs and Fines	20	29	28
Dismissed with Costs	11	10	15
Dismissed with Fine	0	0	0
Case Transferred to County	0	0	0
Dismissed with Public Service	0	0	0
Total	94	104	129

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City of White House
Summary Financial Statement
June 2016

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Date/Time: 7/12/2016 11:12 AM
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110	General Fund	Account	Description	Year-To-Date		Monthly Comparative:		Estimate Avg/Mth	Actual	% of Avg
				Budget Estimate	Actual	% of Budget	Month-To-Date			
Revenues										
31100		Property Taxes (Sumner To Distribute)		0.00	0.00	0.00 %	0.00	0.00	0.00	0.00 %
31110		Real & Personal Property Tax(Current)		2,085,719.00	(2,214,436.74)	106.17 %	173,809.92	(16,294.90)	9.38 %	9.38 %
31120		Public Utilities Property Tax (Current)		90,000.00	(95,254.00)	105.84 %	7,500.00	0.00	0.00 %	0.00 %
31211		Property Tax Delinquent 1st Year		35,000.00	(58,605.49)	167.44 %	2,916.67	(1,314.92)	45.08 %	45.08 %
31212		Property Tax Delinquent 2nd Year		7,000.00	(7,133.18)	101.90 %	583.33	(2,852.00)	488.91 %	488.91 %
31213		Property Tax Delinquent 3rd Year		2,500.00	(3,575.00)	143.00 %	208.33	(18.00)	8.64 %	8.64 %
31214		Property Tax Delinquent 4th Year		1,200.00	(3,075.00)	256.25 %	100.00	(17.00)	17.00 %	17.00 %
31215		Property Tax Delinquent 5th Year		1,500.00	(1,803.00)	120.20 %	125.00	0.00	0.00 %	0.00 %
31216		Property Tax Delinquent 6th Year		1,000.00	(307.00)	30.70 %	83.33	0.00	0.00 %	0.00 %
31219		Property Tax Delinquent - Other Prior		1,000.00	(152.00)	15.20 %	83.33	0.00	0.00 %	0.00 %
31300		Int, Penalty, And Court Cost On Prop		21,000.00	(19,007.14)	90.51 %	1,750.00	(2,273.93)	129.94 %	129.94 %
31513		Payment In Lieu Of Tax -Sewer		136,000.00	(131,247.84)	96.51 %	11,333.33	(10,937.32)	96.51 %	96.51 %
31520		Payments From Industry		14,000.00	(15,289.00)	109.21 %	1,166.67	0.00	0.00 %	0.00 %
31610		Local Sales Tax - Co. Trustee		2,042,287.00	(2,261,222.05)	110.72 %	170,190.58	(206,840.43)	121.53 %	121.53 %
31709		Beer And Liquor Local Priv Tax		6,800.00	(6,741.21)	99.14 %	566.67	0.00	0.00 %	0.00 %
31710		Wholesale Beer Tax		270,000.00	(326,595.21)	120.96 %	22,500.00	(31,545.72)	140.20 %	140.20 %
31720		Wholesale Liquor Tax		5,000.00	(63,565.59)	1,271.31 %	416.67	(10,521.75)	2,525.22 %	2,525.22 %
31800		Business Taxes		120,000.00	(223,892.41)	186.58 %	10,000.00	(90,995.18)	909.95 %	909.95 %
31911		Natural Gas Franchise Tax		135,000.00	(147,356.29)	109.15 %	11,250.00	0.00	0.00 %	0.00 %
31912		Cable TV Franchise Tax		120,000.00	(143,971.63)	119.98 %	10,000.00	0.00	0.00 %	0.00 %
31960		Special Assessment - Liens		500.00	(470.00)	94.00 %	41.67	0.00	0.00 %	0.00 %
31980		Mixed Drink Taxes		10,500.00	(14,326.01)	136.44 %	875.00	(1,331.25)	152.14 %	152.14 %
32209		Beer And Liquor License Application		2,550.00	(750.00)	29.41 %	212.50	0.00	0.00 %	0.00 %

110	General Fund	Account	Description	Year-To-Date			Monthly Comparative:		
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
		32610	Building Permits	60,000.00	(90,203.50)	150.34 %	5,000.00	(18,491.00)	369.82 %
		32690	Other Permits	0.00	(2,125.50)	0.00 %	0.00	(990.00)	0.00 %
		32710	Sign Permits	1,000.00	(1,550.00)	155.00 %	83.33	(100.00)	120.00 %
		33100	Federal Grants	1,337,651.00	(376,392.65)	28.14 %	111,470.92	(11,311.04)	10.15 %
		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	(136,921.23)	116.71 %	9,776.67	(30,085.64)	307.73 %
		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	0.00	0.00 %
		33460	State Grant-Library Technology	1,200.00	(350.00)	29.17 %	100.00	0.00	0.00 %
		33510	State Sales Tax	760,000.00	(824,296.09)	108.46 %	63,333.33	(68,889.30)	108.77 %
		33520	State Income Tax	23,000.00	(39,025.26)	169.68 %	1,916.67	(42.93)	2.24 %
		33530	State Beer Tax	5,000.00	(5,007.32)	100.15 %	416.67	0.00	0.00 %
		33553	State Gasoline Inspection Fee	21,000.00	(20,868.51)	99.37 %	1,750.00	(1,738.61)	99.35 %
		33593	Corporate Excise Tax	11,000.00	(6,506.57)	59.15 %	916.67	(1,024.10)	111.72 %
		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	(12,643.72)	148.75 %	708.33	(725.00)	102.35 %
		34740	Parks And Rec League Fees	73,000.00	(61,843.77)	84.72 %	6,083.33	(6,506.00)	106.95 %
		34741	Field Maintenance Fees	8,100.00	(8,757.00)	108.11 %	675.00	0.00	0.00 %
		34760	Library Fines, Fees, And Other	5,500.00	(11,100.55)	201.83 %	458.33	(1,127.33)	245.96 %
		34762	Museum Donations	0.00	(1,000.00)	0.00 %	0.00	0.00	0.00 %
		34793	Community Center Fees	20,000.00	(34,617.77)	173.09 %	1,666.67	(1,785.00)	107.10 %
		34900	Other Charges For Services	8,000.00	(8,975.00)	112.19 %	666.67	(940.50)	141.08 %
		35110	City Court Fines And Costs	140,000.00	(96,949.46)	69.25 %	11,666.67	(7,177.68)	61.52 %
		35130	Impoundment Charges	100.00	(613.00)	613.00 %	8.33	0.00	0.00 %

110	General Fund	Account	Description	Year-To-Date			Monthly Comparative:			% of Avg
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	Month-To-Date	
36000		Other Revenues		7,500.00	(7,651.19)	102.02 %	625.00	(2,586.75)	413.88 %	
36100		Interest Earnings		4,200.00	(8,278.81)	197.11 %	350.00	(943.86)	269.67 %	
36210		Rent		17,000.00	(17,525.08)	103.09 %	1,416.67	(830.54)	58.63 %	
36330		Sale Of Equipment		500.00	(11,263.18)	2,252.64 %	41.67	(2,020.00)	4,848.00 %	
36350		Insurance Recoveries		0.00	(32,150.67)	0.00 %	0.00	0.00	0.00 %	
36430		Tax Refunds (Overpayments)		0.00	(5.97)	0.00 %	0.00	(0.01)	0.00 %	
36450		Parks Concessions		1,500.00	(258.80)	17.25 %	125.00	0.00	0.00 %	
36700		Contri And Donation From Private		9,500.00	(93,201.30)	981.07 %	791.67	0.00	0.00 %	
36930		Sale Of Notes		351,250.00	(355,000.00)	101.07 %	29,270.83	0.00	0.00 %	
36966		Operating Tran In From Capitol Proj		0.00	0.00	0.00 %	0.00	0.00	0.00 %	
		Total Revenues		8,121,277.00	(8,023,557.69)	98.80 %	676,773.08	(532,257.69)	78.65 %	
Expenditures										
41000		General Government		(493,128.00)	460,621.58	93.41 %	(41,094.00)	23,277.34	56.64 %	
41210		City Court		(80,520.00)	78,055.93	96.94 %	(6,710.00)	4,184.76	62.37 %	
41500		Financial Administration		(356,908.00)	319,806.43	89.60 %	(29,742.33)	18,212.32	61.23 %	
41650		Human Resources		(154,078.00)	145,515.35	94.44 %	(12,839.83)	8,546.57	66.56 %	
41670		Engineering		(1,116,375.00)	283,803.36	25.42 %	(93,031.25)	27,326.00	29.37 %	
41700		Planning And Zoning		(320,025.00)	296,096.30	92.52 %	(26,668.75)	14,563.97	54.61 %	
41800		General Government Buildings		(275,104.00)	235,784.50	85.71 %	(22,925.33)	7,174.87	31.30 %	
41921		Special Events		(14,000.00)	5,276.92	37.69 %	(1,166.67)	330.00	28.29 %	
42100		Police Patrol		(1,248,054.00)	1,010,195.56	80.94 %	(104,004.50)	55,493.99	53.36 %	
42120		Police Support Services		(343,340.00)	332,936.34	96.97 %	(28,611.67)	20,886.14	73.00 %	
42150		Police Administration		(349,205.00)	287,677.51	82.38 %	(29,100.42)	15,749.65	54.12 %	
42151		Communications Services		(192,000.00)	187,277.64	97.54 %	(16,000.00)	0.00	0.00 %	

110	General Fund	Year-To-Date				Monthly Comparative:			
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg	Actual	% of Avg
42200	Fire Protection And Control	(1,621,496.37)	996,721.09	61.47 %	(135,124.70)	(395,302.52)	-292.55 %		
42210	Fire Administration And Inspection	(324,724.63)	305,997.03	94.23 %	(27,060.39)	15,762.06	58.25 %		
43000	Public Works	(764,354.00)	623,801.64	81.61 %	(63,696.17)	(1,328.18)	-2.09 %		
43100	Highways And Streets	0.00	(64.80)	0.00 %	0.00	0.00	0.00 %		
44310	Senior Citizen Activities	(43,303.00)	33,277.68	76.85 %	(3,608.58)	1,232.99	34.17 %		
44520	Museum Services	(218,307.00)	69,003.61	31.61 %	(18,192.25)	(120,252.44)	-661.01 %		
44700	Parks	(321,195.00)	258,536.17	80.49 %	(26,766.25)	13,437.18	50.20 %		
44740	Park Maintenance	(1,154,531.00)	1,038,341.18	89.94 %	(96,210.92)	14,490.51	15.06 %		
44800	Libraries	(416,995.00)	390,830.25	93.73 %	(34,749.58)	18,219.53	52.43 %		
44880	Children's Library Services	(38,557.00)	36,951.72	95.84 %	(3,213.08)	1,920.00	59.76 %		
51000	Misc Exp	(298,824.00)	280,283.76	93.80 %	(24,902.00)	(5,997.25)	-24.08 %		
52210	Collection	0.00	0.00	0.00 %	0.00	0.00	0.00 %		
Total	Expenditures	(10,145,024.00)	7,676,726.75	75.67 %	(845,418.67)	(262,072.51)	-31.00 %		
Total	General Fund	(2,023,747.00)	(346,830.94)	-17.14 %	(168,645.58)	(794,330.20)	-471.01		

Account	Description	Year-To-Date			Monthly Comparative:		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
120	Industrial Development Fund						100.00%
Revenues							
33800	Local Revenue Allocations	70,000.00	(111,197.61)	158.85 %	5,833.33	0.00	0.00 %
36100	Interest Earnings	100.00	(243.23)	243.23 %	8.33	(18.24)	218.88 %
	Total Revenues	70,100.00	(111,440.84)	158.97 %	5,841.67	(18.24)	0.31 %
Expenditures							
48000	Economic Opportunity	(138,500.00)	119,392.61	86.20 %	(11,541.67)	(34,405.12)	-298.09 %
	Total Expenditures	(138,500.00)	119,392.61	86.20 %	(11,541.67)	(34,405.12)	-298.09
Total 120	Industrial Development Fund	(68,400.00)	7,951.77	11.63 %	(5,700.00)	(34,423.36)	-603.92

121	State Street Aid Fund	Account	Description	Year-To-Date		Monthly Comparative:			100.00%
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	
Revenues									
33551			State Gasoline And Motor Fuel Tax	269,194.00	(280,262.70)	104.11 %	22,432.83	(22,652.85)	100.98 %
36100			Interest Earnings	70.00	(232.71)	332.44 %	5.83	(21.32)	365.49 %
			Total Revenues	269,264.00	(280,495.41)	104.17 %	22,438.67	(22,674.17)	101.05 %
Expenditures									
43100			Highways And Streets	(275,000.00)	203,998.14	74.18 %	(22,916.67)	(45,388.99)	-198.06 %
			Total Expenditures	(275,000.00)	203,998.14	74.18 %	(22,916.67)	(45,388.99)	-198.06
Total	121		State Street Aid Fund	(5,736.00)	(76,497.27)	-1,333.63 %	(478.00)	(68,063.16)	-

122	Parks Sales Tax Fund	Year-To-Date				Monthly Comparative:		100.00%
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	Month-To-Date	
Revenues								
36100	Interest Earnings	200.00	(348.62)	174.31 %	16.67	(31.66)	189.96 %	
36425	Parks Sales Tax Receipts	494,566.00	(540,265.12)	109.24 %	41,213.83	(45,474.78)	110.34 %	
	Total Revenues	494,766.00	(540,613.74)	109.27 %	41,230.50	(45,506.44)	110.37 %	
Expenditures								
44400	Recreation	(300,000.00)	300,000.00	100.00 %	(25,000.00)	0.00	0.00 %	
49000	Debt Service	(110,569.00)	110,093.14	99.57 %	(9,214.08)	0.00	0.00 %	
	Total Expenditures	(410,569.00)	410,093.14	99.88 %	(34,214.08)	0.00	0.00 %	
Total	122 Parks Sales Tax Fund	84,197.00	(130,520.60)	155.02 %	7,016.42	(45,506.44)	648.57 %	

123	Solid Waste Fund	Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Actual	
								100.00%
Revenues								
34400		Sanitation - User Fees	790,000.00	(810,687.26)	102.62 %	65,833.33	(68,548.24)	104.12 %
36000		Other Revenues	0.00	(2,375.00)	0.00 %	0.00	0.00	0.00 %
36100		Interest Earnings	400.00	(892.90)	223.23 %	33.33	(97.53)	292.59 %
36350		Insurance Recoveries	0.00	(261.20)	0.00 %	0.00	0.00	0.00 %
37794		Sale Of Materials	10,000.00	(4,038.80)	40.39 %	833.33	(577.20)	69.26 %
		Total Revenues	800,400.00	(818,255.16)	102.23 %	66,700.00	(69,222.97)	103.78 %
Expenditures								
43200		Sanitation	(882,527.00)	781,678.83	88.57 %	(73,543.92)	1,612.63	2.19 %
49000		Debt Service	(90.00)	35.31	39.23 %	(7.50)	0.00	0.00 %
		Total Expenditures	(882,617.00)	781,714.14	88.57 %	(73,551.42)	1,612.63	2.19 %
Total	123	Solid Waste Fund	(82,217.00)	(36,541.02)	-44.44 %	(6,851.42)	(67,610.34)	-986.81

124	Impact Fees	Year-To-Date				Monthly Comparative:		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	Month-To-Date	% of Avg
Revenues								
36100	Interest Earnings	200.00	(193.83)	96.92 %	16.67	(23.45)	140.70 %	
36421	Roads Impact Fees	4,000.00	(16,316.07)	407.90 %	333.33	(2,678.72)	803.62 %	
36422	Parks Impact Fees	2,500.00	(4,477.60)	179.10 %	208.33	(708.80)	340.22 %	
36423	Police Impact Fees	3,500.00	(7,413.60)	211.82 %	291.67	(1,293.51)	443.49 %	
36424	Fire Impact Fees	2,500.00	(4,894.36)	195.77 %	208.33	(854.22)	410.03 %	
	Total Revenues	12,700.00	(33,295.46)	262.17 %	1,058.33	(5,558.70)	525.23 %	
Expenditures								
51010	Roads Impact Fees	0.00	0.00	0.00 %	0.00	0.00	0.00 %	
51020	Parks Impact Fees	0.00	0.00	0.00 %	0.00	0.00	0.00 %	
51040	Fire Impact Fees	(3,290.00)	0.00	0.00 %	(274.17)	0.00	0.00 %	
	Total Expenditures	(3,290.00)	0.00	0.00 %	(274.17)	0.00	0.00 %	
Total	124 Impact Fees	9,410.00	(33,295.46)	353.83 %	784.17	(5,558.70)	708.87 %	

Account	Description	Year-To-Date		Monthly Comparative:		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
140	Police Drug Fund					100.00%
Revenues						
31610	Substance Abuse Tax	350.00	(1,050.00)	29.17	0.00	0.00 %
35130	Impoundment Charges	120.00	0.00	10.00	0.00	0.00 %
35140	Drug Related Fines	4,000.00	(2,817.16)	333.33	0.00	0.00 %
36100	Interest Earnings	50.00	(27.55)	4.17	(1.66)	39.84 %
36330	Sale Of Equipment	0.00	0.00	0.00	0.00	0.00 %
	Total Revenues	4,520.00	(3,894.71)	376.67	(1.66)	0.44 %
Expenditures						
42129	Drug Investigation And Control	(35,633.00)	35,040.96	(2,969.42)	0.00	0.00 %
	Total Expenditures	(35,633.00)	35,040.96	(2,969.42)	0.00	0.00 %
Total	140 Police Drug Fund	(31,113.00)	31,146.25	(2,592.75)	(1.66)	-0.06 %

200	Debt Service Fund (General)	Account	Description	Year-To-Date			Monthly Comparative:		
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Revenues									
31110		Real & Personal Property Tax	750,000.00	(738,145.57)	98.42 %	62,500.00	(5,431.63)	8.69 %	
36000		Other Revenues	0.00	0.00	0.00 %	0.00	0.00	0.00 %	
36100		Interest Earnings	200.00	(290.18)	145.09 %	16.67	(1.86)	11.16 %	
36910		Premiums On Bonds Sold	0.00	0.00	0.00 %	0.00	0.00	0.00 %	
36920		Sale Of Bonds	0.00	0.00	0.00 %	0.00	0.00	0.00 %	
		Total Revenues	750,200.00	(738,435.75)	98.43 %	62,516.67	(5,433.49)	8.69 %	
Expenditures									
49000		Debt Service	(751,141.00)	751,139.70	100.00 %	(62,595.08)	0.00	0.00 %	
		Total Expenditures	(751,141.00)	751,139.70	100.00 %	(62,595.08)	0.00	0.00 %	
Total	200	Debt Service Fund (General)	(941.00)	12,703.95	1,350.05 %	(78.42)	(5,433.49)	-6,929.00	

412	Sewer Fund	Account	Description	Year-To-Date			Monthly Comparative:			% of Avg
				Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	Month-To-Date	
Revenues										
33100		Federal Grants	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00 %	100.00%
36000		Other Revenues	8,000.00	(99,550.77)	1,244.38 %	666.67	(1,900.00)	285.00 %		
36100		Interest Earnings	2,700.00	(6,923.95)	256.44 %	225.00	(730.41)	324.63 %		
36330		Sale Of Equipment	0.00	0.00	0.00 %	0.00	0.00	0.00 %		
36350		Insurance Recoveries	0.00	(3,620.00)	0.00 %	0.00	0.00	0.00 %		
36920		Sale Of Bonds	2,424,000.00	(1,971,653.00)	81.34 %	202,000.00	(308,209.00)	152.58 %		
37210		Application Fees	21,000.00	(31,490.00)	149.95 %	1,750.00	(2,635.00)	150.57 %		
37220		Administrative Fees	11,000.00	(10,675.00)	97.05 %	916.67	(425.00)	46.36 %		
37230		Sewer User Fees	2,834,000.00	(3,182,167.32)	112.29 %	236,166.67	(278,541.24)	117.94 %		
37298		Capacity Fees	414,500.00	(532,970.00)	128.58 %	34,541.67	(49,000.00)	141.86 %		
37499		Commitment Fees	0.00	(450.00)	0.00 %	0.00	0.00	0.00 %		
37995		Connection Fees	7,500.00	(12,750.00)	170.00 %	625.00	(1,350.00)	216.00 %		
Total Revenues			5,722,700.00	(5,852,250.04)	102.26 %	476,891.67	(642,790.65)	134.79 %		
Expenditures										
49000		Debt Service	(729,005.00)	623,402.29	85.51 %	(60,750.42)	28,384.64	46.72 %		
52117		Administration And General Expenses	(584,456.03)	518,552.60	88.72 %	(48,704.67)	9,235.28	18.96 %		
52210		Collection	(2,897,502.97)	2,198,147.91	75.86 %	(241,458.58)	(69,722.74)	-28.88 %		
52213		Sewer Treatment And Disposal	(2,958,300.00)	2,471,154.87	83.53 %	(246,525.00)	(344,310.61)	-139.67 %		
52223		Depreciation	(717,624.00)	740,259.00	103.15 %	(59,802.00)	61,688.25	103.15 %		
Total Expenditures			(7,886,888.00)	6,551,516.67	83.07 %	(657,240.67)	(314,725.18)	-47.89 %		
Total	412	Sewer Fund	(2,164,188.00)	699,266.63	32.31 %	(180,349.00)	(957,515.83)	-530.92		

Account	Description	Year-To-Date		Monthly Comparative:			
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
416	Healthcare Fund						100.00%
Revenues							
36100	Interest Earnings	200.00	(559.29)	279.65 %	16.67	(65.20)	391.20 %
36960	Operating Transfer In From Other	62,000.00	(62,383.81)	100.62 %	5,166.67	(7,974.26)	154.34 %
	Total Revenues	62,200.00	(62,943.10)	101.19 %	5,183.33	(8,039.46)	155.10 %
Expenditures							
51520	Insurance Employers Share	(68,500.00)	56,484.04	82.46 %	(5,708.33)	5,850.52	102.49 %
	Total Expenditures	(68,500.00)	56,484.04	82.46 %	(5,708.33)	5,850.52	102.49 %
Total 416	Healthcare Fund	(6,300.00)	(6,459.06)	-102.52 %	(525.00)	(2,188.94)	-416.94

417	Stormwater Utility	Monthly Comparative:				100.00%
		Year-To-Date	Month-To-Date	Estimate	Actual	
Account	Description	Budget Estimate	Actual	% of Budget	Avg/Mth	% of Avg
Revenues						
34124	Stormwater Utility Fee	368,430.00	(412,704.00)	112.02 %	30,702.50	165.71 %
36100	Interest Earnings	300.00	(171.79)	57.26 %	25.00	67.60 %
	Total Revenues	368,730.00	(412,875.79)	111.97 %	30,727.50	165.63 %
Expenditures						
51520	Insurance Employers Share	0.00	0.00	0.00 %	0.00	0.00 %
51530	Stormwater Administration	(385,707.00)	323,999.95	84.00 %	(32,142.25)	17.40 %
	Total Expenditures	(385,707.00)	323,999.95	84.00 %	(32,142.25)	17.40 %
Total	417 Stormwater Utility	(16,977.00)	(88,875.84)	-523.51 %	(1,414.75)	-3,201.99

Account	Description	Year-To-Date			Monthly Comparative:		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
433	Hillcrest City Cemetery						100.00%
Revenues							
34110	General Services	2,300.00	(2,879.00)	125.17 %	191.67	(324.00)	169.04 %
34321	Cemetery Burial Charges	300.00	(2,550.00)	850.00 %	25.00	0.00	0.00 %
34323	Grave - Opening And Closing Fees	18,000.00	(13,450.00)	74.72 %	1,500.00	1,250.00	-83.33 %
36000	Other Revenues	0.00	(20.00)	0.00 %	0.00	0.00	0.00 %
36100	Interest Earnings	175.00	(352.47)	201.41 %	14.58	(38.37)	263.11 %
36340	Sale Of Cemetery Lots	6,000.00	(20,250.00)	337.50 %	500.00	(6,000.00)	1,200.00 %
	Total Revenues	26,775.00	(39,501.47)	147.53 %	2,231.25	(5,112.37)	229.13 %
Expenditures							
43400	Cemeteries	(63,300.00)	45,274.58	71.52 %	(5,275.00)	(2,303.56)	-43.67 %
	Total Expenditures	(63,300.00)	45,274.58	71.52 %	(5,275.00)	(2,303.56)	-43.67 %
Total 433	Hillcrest City Cemetery	(36,525.00)	5,773.11	15.81 %	(3,043.75)	(7,415.93)	-243.64

RESOLUTIONS....

July 13, 2016

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Amanda Brewton, Human Resources Director
Re: Tennessee State Employees Deferred Compensation Plan and Trust - 457(b)

The Tennessee Treasury Department approached City Administrator Herman and me regarding the Deferred Compensation Plan and Trust - 457(b) they offer. Our current 457(b) plan was adopted on October 25, 2005, and is managed by the ICMA Retirement Corporation Deferred Compensation Plan & Trust. After reviewing both plans and the management strategies, Mr. Herman and I recommend transferring our 457(b) Deferred Compensation Plan to the Tennessee Treasury Department.

Please contact me at 615-616-1008 if you have any questions.

TENNESSEE STATE
EMPLOYEES DEFERRED COMPENSATION
PLAN AND TRUST
- 457(b) -
RESOLUTION AND
PARTICIPATING EMPLOYER AGREEMENT

City of White House

[Participating Employer]

**Administered by: Treasurer, State of
Tennessee
502 Deaderick Street, 13th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-532-2347**

RESOLUTION **16-09**

WHEREAS, City of White House, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a governmental 457(b) deferred compensation plan, funded by employee deferrals and, if elected pursuant to Section I and/or K of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 457(b) deferred compensation plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the Tennessee State Employees Deferred Compensation Plan and Trust Adoption Agreement for a Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective December 22, 2010, and as amended by Amendment Number One signed December 22, 2010, and Amendment Number Two signed February 8, 2012, as well as the Section 457(b) Eligible Deferred Compensation Plan for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XVII of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the Board of Mayor and Aldermen ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.

2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of the hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employee's salary. In no instance shall the total combined employer contributions to all defined contribution plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section I and/or K of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained, a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.

8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 17.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
 - a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees

participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

TENNESSEE STATE

EMPLOYEES DEFERRED COMPENSATION PLAN AND TRUST - 457(b)

PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: City of White House

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: Board of Mayor and Aldermen

Address: 105 College Street, White House, TN 37188

Phone: 615-672-4350

Person Authorized to receive Official Notices from the Plan or Administrator:

Amanda Brewton

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: 62-0860081

(3) DISCLOSURE OF RETIREMENT PLAN(S) [INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM (“TCRS”)]

This Participating Employer does or does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

TCRS

ICMA-RC

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 457(b), as applicable to a governmental plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Section 457(b).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

- 1. This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees effective _____, ____ (insert effective date of this Agreement).
- 2. This is an amendment to be effective as of _____, _____, to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____, as follows (please specify type below):
 - a. This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.
 - b. Other (must specify elective provisions in this Agreement that are being changed):

- 3. This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer, the effective date of which shall be August 1, 2016 (insert effective date of this Agreement). This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on October 25, 2005 (insert original effective date of preexisting plan). The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan.

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section I of this Agreement**: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

who meets the definition in Section E.1 above, regardless of the Employee's age or the number of years of service the Employee has rendered to the Employer. All Matching Contributions made on behalf of such Employees are 100% vested immediately, except as provided in Section F.2.b below.

b. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section K of this Agreement**: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below

ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below

iii. any seasonal, temporary or similar part-time employee

iv. any elected or appointed official

v. any employee in the following class(es) of employees:

vi. any employee listed or otherwise described in Schedule 1 attached to this Agreement who meets the definition in Section E.1 above, regardless of the employee's age or the number of years of service the Employee has rendered to the Employer. All Non-Matching Contributions made on behalf of such Employees are 100% vested immediately.

F. AUTOMATIC ENROLLMENT. (Check and complete box 1 OR box 2.)

1. The Participating Employer DOES NOT elect automatic enrollment.

2. The Participating Employer DOES elect automatic enrollment, which will be effective for Plan Years beginning on and after January 1, _____ as follows:

a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*

i. All Employees.

ii. All Employees who become Employees on or after the date set forth in Section F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited and used for the purposes set forth in Section O below.

- c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*

- i. will be treated as a new Employee, or
ii. will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in Section F.2.b above.

G. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

H. COMPENSATION DEFINITION. Compensation means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code §§ 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Article III of the Plan). If elected below and to the extent permitted by the Treasury regulations or other similar guidance (including, without limitation, the requirements contained in Treasury Regulations §§ 1.457-4(d)(1) and 1.415-2(e)(3)(i)), "compensation" also means accrued bona fide sick, vacation or other leave payable after severance from employment so long as the Participant would have been able to use the leave if employment had continued and it is paid within the longer of two and one-half (2½) months after the Participant severs employment with the Employer or the end of the calendar year in which the Participant severs employment with the Employer.

The Participating Employer:

1. SHALL allow the deferral of leave provision described above.
2. SHALL NOT allow the deferral of leave provision described above.

I. MATCHING CONTRIBUTIONS. *(Check and complete box 1 OR box 2 OR box 3 OR box 4.)* [NOTE: Any Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]

The Participating Employer shall:

1. NOT make Matching Contributions.
2. match ____% of Participant elective deferrals of up to ____% of Compensation.
3. match ____% of the first \$____ of Participant elective deferrals.
4. match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section O below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

J. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.a. of this Participating Employer Agreement.

K. NON-MATCHING CONTRIBUTIONS. *(If non-matching contributions will be made, check box 1 OR box 2.)* [NOTE: Any Non-Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]

1. The Participating Employer shall NOT make Non-Matching Contributions.
2. The Participating Employer shall contribute: (Check and complete one box.)
 - a. an amount fixed by appropriate action of the Employer.
 - b. ____ % of Compensation of Participants for the Plan Year.
 - c. \$ ____ per Participant.
 - d. an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.b above.
 - e. a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

L. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.b of this Participating Employer Agreement.

M. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL NOT BE allowed.

N. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions are not permitted in a 457(b) Plan and, accordingly, SHALL NOT BE allowed.

O. FORFEITURES. Forfeitures of Matching Contributions, as provided in Section F.2.b, will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

P. NORMAL RETIREMENT AGE. Normal Retirement Age shall mean age 70½.

Q. ROLLOVERS. Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b) SHALL BE allowed pursuant to Section 6.01 of the Plan. However, a direct rollover from an eligible plan under Code § 457(b), 401(k) or 403(b) shall exclude any portion of a designated Roth account. A rollover contribution that is a Participant rollover from an eligible plan under Code Section 457(b), 401(k), or 403(b) shall exclude distributions of a designated Roth account.

R. TRANSFERS. Transfers from other 457(b) plans SHALL BE allowed. If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code § 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section R may be made before the Participant has had a Severance from Employment as defined in Section W below.

A transfer may be made under this Section if the transfer is either for the purchase of permissive service credit (as defined in Code § 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code § 415 does not apply by reason of Code § 415(k)(3) or as otherwise allowed by the IRS

S. UNFORESEEABLE EMERGENCY WITHDRAWALS. In the case of an unforeseeable emergency, the Administrator SHALL allow distributions in accordance with Section 5.05 of the Plan. An unforeseeable emergency is a severe financial hardship resulting from a sudden illness, disability or accidental property loss, subject to strict IRS guidelines.

T. PARTICIPANT LOANS. The Administrator has directed the Trustee NOT to make Participant loans in accordance with Article IV of the Plan.

U. QUALIFIED DOMESTIC RELATIONS ORDERS. The Plan shall NOT accept qualified domestic relations orders as provided in Section 13.02 of the Plan.

V. PAYMENT OPTIONS. The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

W. DISTRIBUTIONS. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance from Employment during the calendar year in which he or she reaches age 70½ or, thereafter, or, if earlier, upon death.

A Participant may also request a distribution prior to Severance from Employment upon incurring an approved Unforeseeable Emergency.

3. A Participant may request a distribution from a Rollover Contribution Account at any time.

X. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any

appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____ By: _____
Title: _____ Title: _____
Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE TENNESSEE STATE DEFERRED COMPENSATION PLAN AND TRUST BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____
Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System
Date: _____

SCHEDULE 1

TENNESSEE STATE

DEFERRED COMPENSATION PLAN AND TRUST- 457(b)

PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: City of White House

Classes of Eligible Employees

Contribution Amount

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

July 13, 2016

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Amanda Brewton, Human Resources Director
Re: Tennessee State Employees Deferred Compensation Plan II - 401(k)

The Tennessee Treasury Department approached City Administrator Herman and me regarding the Deferred Compensation Plan II - 401(k) they offer. Currently the city does not offer our employees the option of participating in a 401(k). After discussing the program with the Treasury Department, Mr. Herman and I recommend adding the option of a 401(k) as an employee benefit.

Please contact me at 615-616-1008 if you have any questions.

STATE OF TENNESSEE
DEFERRED COMPENSATION PLAN II
- 401(k) -
RESOLUTION AND
PARTICIPATING EMPLOYER AGREEMENT

City of White House

[Participating Employer]

Administered by:
Treasurer, State of Tennessee
502 Deaderick Street, 13th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-532-2347

RESOLUTION **16-10**

City of White House

WHEREAS, the _____, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a 401(a) or 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the **Board of Mayor and Aldermen** ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.

9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
 - a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and

contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

STATE OF TENNESSEE
DEFERRED COMPENSATION PLAN II - 401(k)
PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: City of White House

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) **GOVERNING AUTHORITY**

Name: Board of Mayor and Aldermen
Address: 105 College Street, White House, TN 37188
Phone: 615-672-4350

Person Authorized to receive Official Notices from the Plan or Administrator:

Amanda Brewton

(2) **PARTICIPATING EMPLOYER TAX ID NUMBER:** 62-0860081

(3) **DISCLOSURE OF DEFERRED COMPENSATION OR RETIREMENT PLAN(S)**
[INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED
RETIREMENT SYSTEM (“TCRS”)]

This Participating Employer does or does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

TCRS

ICMA-RC

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1. This is a new defined contribution plan adopted by the Participating Employer for its Employees effective August 1, 2016 **(insert effective date of this Agreement).**

2. This is an amendment to be effective as of _____, _____ to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____ as follows **(please specify type below):**

a. This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.

b. Other (must specify elective provisions in this Agreement that are being changed):

3. This is an amendment and restatement of another defined contribution plan of the Participating Employer, the effective date of which shall be _____, _____ **(insert effective date of this Agreement).** This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ **(insert original effective date of preexisting plan).** The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VIII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals or Mandatory Employee Salary Reduction Contributions**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan. An Employee is required to make mandatory salary reduction contributions if and as specified in Section 2.e. or f., below. An Employee's Entry Date, unless otherwise specified in Article IV of the Plan, shall be for purposes of any Matching Contributions as described in Section N, any Non-Matching Contributions as described in Section Q, and Mandatory Employee Salary Reduction Contributions as described in Section II:

- a. the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant types of contributions
- b. the January 1 and July 1 following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions
- c. the first payroll following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section N** of this Agreement: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

who meets the definition in Section E. 1 above.

b. Each Employee will be eligible to participate in this Plan for purposes of receiving **Matching Contributions as described in Section N** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. Employees who have not attained the age of ____ (not to exceed 21).
- ii. Employees who have not completed ____ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii. Employees who do not satisfy the following eligibility requirements:

c. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section Q** of this Agreement: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders ____ or more Hours of Service per week, as defined in Section H below.
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders ____ or more Hours of Service per week, as defined in Section H. below.
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

- vi. any employee listed or otherwise described in Schedule 1 attached to this Agreement who meets the definition in Section E.1 above.

d. Each Employee will be eligible to participate in this Plan for purposes of receiving **Non-Matching Contributions as described in Section Q** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

i. Employees who have not attained the age of _____ (not to exceed 21).

ii. Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.

iii. Employees who do not satisfy the following eligibility requirements:

e. "Employee" shall mean for purposes of **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

i. any full-time employee, which is an employee who renders _____ or more Hours of service per week, as defined in Section H below

ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below

iii. any seasonal, temporary or similar part-time employee

iv. any elected or appointed official

v. any employee in the following class(es) of employees:

who meets the definition in Section E. 1 above.

f. Each Employee will be eligible to participate in this Plan for purposes of making **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

i. Employees who have not attained the age of _____ (not to exceed 21).

ii. Employees who do not satisfy the following eligibility requirements:

F. AUTOMATIC ENROLLMENT. *(Check and complete box 1 OR box 2.) [NOTE: THIS SECTION F ONLY APPLIES TO ELECTIVE DEFERRALS, NOT TO MANDATORY EMPLOYEE SALARY REDUCTION CONTRIBUTIONS.]*

1. The Participating Employer DOES NOT elect automatic enrollment.

2. The Participating Employer DOES elect automatic enrollment, which will be effective on and after _____ as follows:

a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*

i. All Employees

ii. All Employees who become Employees on or after the date set forth in F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the

Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited regardless of the vesting percentage in the Matching Contributions. [NOTE: If HH.2, "FICA Replacement ("3121") Plan", is elected and F.2 is elected, the Employee may not make an election to withdraw his or her automatic enrollment contribution.]

- c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*
- i. will be treated as a new Employee, or
 - ii. will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in F.2.b above.

G. SERVICE WITH PREDECESSOR EMPLOYER. *(If Vesting or Eligibility requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, check and complete box 1 OR box 2 OR box 3.)* "Predecessor employer" means a governmental employer that served the same functions as the current employer or has employees whose jobs were merged into the current employer.

- 1. This section is N/A because there are no predecessor employers.
- 2. Service with any predecessor employers will not be counted for any purposes under the Plan.
- 3. Service with (insert name of predecessor employer(s)):

will be counted under the Plan for eligibility and vesting.

H. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

I. YEAR OF SERVICE FOR ELIGIBILITY AND VESTING. If Eligibility or Vesting requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, Year of Service shall mean the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Years of Service for Vesting shall include any Years of Service with a participating employer.

J. COMPENSATION DEFINITION. Compensation shall mean Code § 415 compensation as defined in Section 2.06 of the Plan.

K. COMPENSATION COMPUTATION PERIOD. Compensation shall be determined on the basis of the calendar year.

L. FIRST YEAR COMPENSATION. If Matching or Non-Matching Contributions will be made, for purposes of determining the Compensation on the basis of which such contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be the Participant's Compensation for the period commencing as of the first day the Employee became a Participant.

M. EMPLOYMENT COMMENCEMENT DATE. An Employee's Employment Commencement Date means the Employee's date of hire or rehire, as applicable, with respect to which an Employee is first credited with an Hour of Service.

N. MATCHING CONTRIBUTIONS. *(Complete 1 and 2 below.)*

1. Matching Contributions on Elective Deferrals. *(Check and complete box a OR box b OR box c OR box d.)* The Participating Employer shall:

- a. NOT make Matching Contributions on Elective Deferrals.
- b. match ____% of Participant elective deferrals of up to ____% of Compensation.
- c. match ____% of the first \$____ of Participant elective deferrals.
- d. match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section V below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

2. **Matching Contributions on Mandatory Salary Reduction Contributions under Section II of this Agreement.** (Check and complete box a OR box b OR box c OR box d.) The Participating Employer shall:

- a. NOT make Matching Contributions on Mandatory Salary Reduction Contributions.
- b. match _____% of Mandatory Salary Reduction Contributions for the Participant up to _____% of Compensation.
- c. match _____% of the first \$_____ of Mandatory Salary Reduction Contributions for the Participant.
- d. match the percentage of Mandatory Salary Reduction Contributions for the Participant that the Employer determines in its discretion for the respective Plan Year.

O. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the applicable requirements of Section E of this Participating Employer Agreement.

P. VESTING SCHEDULE – MATCHING CONTRIBUTIONS. (If Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.) The vested interest of each Participant in his or her Matching Contribution Account shall be determined on the basis of the following schedule:

- 1. 100% vesting immediately.
- 3. 100% vesting after 3 Years of Service.
- 3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

Q. NON-MATCHING CONTRIBUTIONS. (Check box 1 OR box 2.)

1. The Participating Employer shall NOT make Non-Matching Contributions.
2. The Participating Employer shall contribute: (Check and complete one box.)
 - a. an amount fixed by appropriate action of the Employer.
 - b. _____% of Compensation of Participants for the Plan Year.
 - c. \$_____ per Participant.
 - d. an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.c above.
 - e. a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

R. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.c and E.2.d of this Participating Employer Agreement.

S. VESTING SCHEDULE – NON-MATCHING CONTRIBUTIONS. (If Non-Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.) The vested interest of each Participant in his or her Non-Matching Contribution Account shall be determined on the basis of the following schedule:

1. 100% vesting immediately.
2. 100% vesting after 3 Years of Service.
3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

T. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL BE allowed.

U. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions SHALL NOT BE allowed.

- V. FORFEITURES.** *(If Non-Matching or Matching Contributions will be made, check box 1 OR box 2. Otherwise, do not complete.)*
1. N/A because all contributions are 100% vested immediately.
 2. Forfeitures will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.
- W. RETIREMENT AGES AND DISABILITY DEFINITION.**
1. Normal Retirement Age shall mean age 60.
 2. Early Retirement shall mean age 59 ½.
 3. Disability shall mean a determination of disability by the Social Security Administration or, if the Participant is a member of the Tennessee Consolidated Retirement System, a determination of disability by the Tennessee Consolidated Retirement System.
- X. VESTING COMPUTATION PERIOD.** A Participant's Years of Service shall be computed by reference to the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.
- Y. ROLLOVERS.** Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b), and eligible rollover contributions of designated Roth contributions made from an applicable retirement plan described in Code § 402A(e)(1) SHALL BE allowed.
- Z. TRANSFERS.** Transfers from plans qualified under Code § 401(a) SHALL BE allowed.
- AA. HARDSHIP WITHDRAWALS.** The Administrator SHALL allow hardship withdrawals in accordance with Section 10.04 of the Plan. If Section HH (FICA Replacement Plan) is elected, hardship distributions are not permitted.
- BB. PARTICIPANT LOANS.** The Administrator SHALL direct the Trustee to make Participant loans in accordance with Article XIII of the Plan. Loans payments must be made by payroll deduction. If a Participant severs employment with the Participating Employer and is immediately hired by another Participating Employer, the loan will be carried forward and any missed loan repayment caused by a change in payroll processing can be made up by personal check in a single lump payment. If a Participant severs employment and is not hired by another Participating Employer, loan repayments may continue to be made by personal check. If Section HH (FICA Replacement Plan) is elected, loans are not permitted.
- CC. QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall NOT accept qualified domestic relations orders as provided in Section 15.02 of the Plan.
- DD. PAYMENT OPTIONS.** The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment

payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

EE. DEEMED TRADITIONAL IRA. The deemed traditional IRA provisions of Article XVI of the Plan SHALL NOT apply.

FF. DEEMED ROTH IRA. The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.

GG. DISTRIBUTIONS. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance of Employment after reaching age 59½ or, if earlier, upon death. A Participant may also request a distribution prior to Severance of Employment upon incurring a hardship; however, the distribution will be limited to the Participant's Elective Deferral Account and transfer Elective Deferral Account, if any.
3. A Participant may request a distribution from a Rollover Contribution Account at any time.
4. If Section HH (FICA Replacement Plan) is elected, in-service distributions for hardship, loans, and attainment of age 59½ are not permitted.
5. Distributions taken before the Participant reaches age 59½ may be subject to a federal early withdrawal tax.

HH. FICA REPLACEMENT PLAN ("3121" PLAN). (Check box 1 OR box 2.) This Participating Employer Agreement as adopted:

1. IS NOT (if checked continue to II below), or
2. IS

intended to provide FICA replacement benefits pursuant to regulations under Code Section 3121(b)(7)(F).

- a. Eligible Employee means: (If this Section HH (FICA Replacement Plan) is elected, check each box that applies. Otherwise, do not complete):
 - i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H above,
 - ii. any part-time employee, which is an employee who is not a full time employee and who renders _____ or more Hours of Service per week, as defined in Section H above.
 - iii. Any employee who is not covered by Social Security.
- b. Contributions: (If this Section HH (FICA Replacement Plan) is elected, check and complete each box that applies. Otherwise, do not complete):
 - i. The Employer shall make an annual contribution to each Participant's account equal to _____ percent of such Participant's Compensation.
 - ii. Each Participant is required to make an annual contribution of _____ percent of Compensation.

(NOTE: The total percentage of b.i and b.ii must equal at least 7.5%.)

In the event that this Plan is a retirement system providing FICA replacement retirement benefits as described above, all references in the Plan Document to in-service distributions for hardship withdrawals, loans, and age 59½ shall be null and void. In addition, any part-time employee included under HH.2.a. shall be fully vested at all times. In the event F.2 "Automatic Enrollment" is selected, a Participant may not change his or her deferral election to an amount less than the Participant required annual contribution, if any, in HH.2.b above.

II. MANDATORY SALARY REDUCTION CONTRIBUTIONS. (Check box 1 OR box 2.)
This Participating Employer Agreement as adopted:

1. does not provide for Mandatory Salary Reduction Contributions. (If checked continue to JJ below.)
2. provides "Mandatory Salary Reduction Contributions" to be paid by the Employer through a reduction of the Participant's salary for services rendered, in accordance with Code § 414(h). These contributions are required as a condition of employment. Mandatory Salary Reduction Contributions are treated as Employer Contributions for federal income tax purposes, but are considered "wages" for purposes of FICA and FUTA. Such contributions shall be made as of each payroll period and allocated to the Mandatory Employee Contribution Account of the Participant on whose behalf they were made and shall be 100% vested at all times.

By the adoption of this Participating Employer Agreement, the Employer specifies that the mandatory employee salary reduction contributions, although designated as employee contributions, are being paid via salary reduction by the Employer as provided in Code § 414(h)(2) and Revenue Ruling 2006-43 or subsequent guidance. For this purpose, the adoption of this Participating Employer Agreement constitutes formal action to provide that the contributions on behalf of a specific class of Employees as defined in Section E, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions.

- a. The Participant shall make Mandatory Salary Reduction Contributions to the Plan equal to _____ % (must be a fixed percentage and expressed only in whole and tenths of a percent) of the Participant's Compensation.

The contribution percentage above may be revised no more frequently than annually by the Employer, the new rate to become effective on the January 1 following the execution of an amendment to this Participating Employer Agreement. An amendment that changes the contribution percentage, at the Employer's election: *(Complete box i or ii below):*

- i. shall apply only to Employees who become Participants on or after the effective date;
- ii. shall apply to all Employees.

- b. Mandatory Salary Reduction Contributions: *(Complete box i or ii below):*

- i. are
- ii. are not

counted as Compensation for all Contribution purposes. However, Mandatory Salary Reduction Contributions are counted as for determining Annual Additions under Plan Section 6.06.

JJ. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE STATE OF TENNESSEE DEFERRED COMPENSATION PLAN II BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____

SCHEDULE 1

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: City of White House

Classes of Eligible Employees

Contribution Amount

<hr/>	<hr/>

ORDINANCES....

ORDINANCE 16-14

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

WHEREAS, a public hearing before this body will be held the 18th day of August 2016, and notice thereof published in the White House Connection on August 2, 2016; and

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

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

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

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

Robertson County Tax Map 095, Parcel 117.00

This description contains the property located on Robertson County Tax Map 095, Parcel 117; the property contains 18.4 acres, more or less. The property is referenced on the Robertson County Tax Assessors website per July 14, 2016.

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

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

First Reading: July 21, 2016

Second Reading: August 18, 2016

Michael Arnold, Mayor

ATTEST:

Kerry Harville, City Recorder

Steven E. Artz and Associates, Inc.

Surveyor's Description
April 18, 2016

The following paragraph describes a tract of land in the 11th Civil District of Robertson County, Tennessee, said tract being that property which was conveyed to Gail Tate Casteel, et al, by Gail Tate Casteel, Executrix, in a deed of record in Record Book 1279, Page 366, Register's Office for Robertson County, Tennessee, (RORCT).

Beginning at an iron pin (new), in the westerly margin of Pleasant Grove Road, said iron pin being located from an iron pin (old), in the westerly margin of Pleasant Grove Road, a corner of a tract of land which belongs to Donald R. Steele, having a deed reference in Record Book 1525, Page 682, RORCT,
S 74°04'45" E, 4.79 feet, **to the point of beginning**, the most easterly northeast corner of this tract and continuing, as follows:
S 01°44'14" W, 879.20 feet to an iron pin (new), at the intersection of the westerly margin of Pleasant Grove Road, and the northerly margin of Pinson Lane;
thence, N 83°14'50" W, 359.63 feet to an iron pin (new), in the northerly margin of Pinson Lane;
thence, N 07°47'29" E, passing the southeast corner of a tract of land which belongs to Shana Tooley, having a deed reference in Record Book 744, Page 904, RORCT, and continuing on in all, 318.26 feet to an iron pin (old), a corner of said tract of land which belongs to Shana Tooley;
thence, N 82°09'10" W, passing a common corner of said tract of land which belongs to Shana Tooley, and a second tract of land which belongs to Shana Tooley, having a deed reference in Record Book 507, Page 828, RORCT, and continuing on in all, 299.84 feet to an iron pin (old), a common corner of said second mentioned tract of land which belongs to Shana Tooley, and a tract of land which belongs to Shana Smith, having a deed reference in Record Book 1343, Page 739, RORCT, and a second tract of land which belongs to Shana Smith, having a deed reference in Record Book 1343, Page 739, RORCT;
thence with the boundary of said second mentioned tract of land which belongs to Shana Smith, as follows:
N 07°44'55" E, 204.97 feet to an iron pin (old);
thence, N 88°00'22" W, 125.43 feet to an iron pin (old), a common corner of said second mentioned tract of land which belongs to Shana Smith, and a tract of land which belongs to Malcolm H. McIntyre, having a deed reference in Deed Book 286, Page 706, RORCT;
thence, N 87°15'56" W, passing a common corner of said tract of land which belongs to Malcolm H. McIntyre, and a tract of land which belongs to Sammy Woodard, having a deed reference in Record Book 1254, Page 650, RORCT, and continuing on in all, 442.42 feet to an iron pin (old), a corner of said tract of land which belongs to Sammy Woodard, in the easterly boundary of a tract of land which belongs to Elizabeth Marie Nash, having a deed reference in Record Book 1173, Page 890, RORCT;
thence, N 07°08'15" E, 400.56 feet to a fence post (old), a common corner of said tract of land which belongs to Elizabeth Marie Nash, and a tract of land which belongs to Tate and Tate Properties, having a deed reference in Record Book 1170, Page 730, RORCT;

Land Surveyors-Tennessee and Kentucky

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

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

Steven E. Artz and Associates, Inc.

thence, N 03°39'12" E, 125.36 feet to an iron pin (old), in the easterly boundary of said tract of land which belongs to Tate and Tate Properties, a corner of a tract of land which belongs to Glynda Steele, having a deed reference in Record Book 932, Page 709, RORCT;

thence, S 86°00'02" E, 891.93 feet to an iron pin (old), in the southerly boundary of said tract of land which belongs to Glynda Steele, a corner of said tract of land which belongs to Donald R. Steele;

thence with the boundary of said tract of land which belongs to Donald R. Steele, as follows:

S 05°43'47" W, 106.57 feet to an iron pin (old);

thence, S 25°51'36" E, 43.90 feet to an iron pin (old);

thence, S 74°04'45" E, passing a corner of said tract of land which belongs to Donald R. Steele, and continuing on in all, 230.12 feet, to the point of beginning, containing **18.29 acres**, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a, Steven E. Artz and Associates, Inc., 4779 Highway 41 North, Springfield, Tennessee, 37172, dated April 18, 2016.

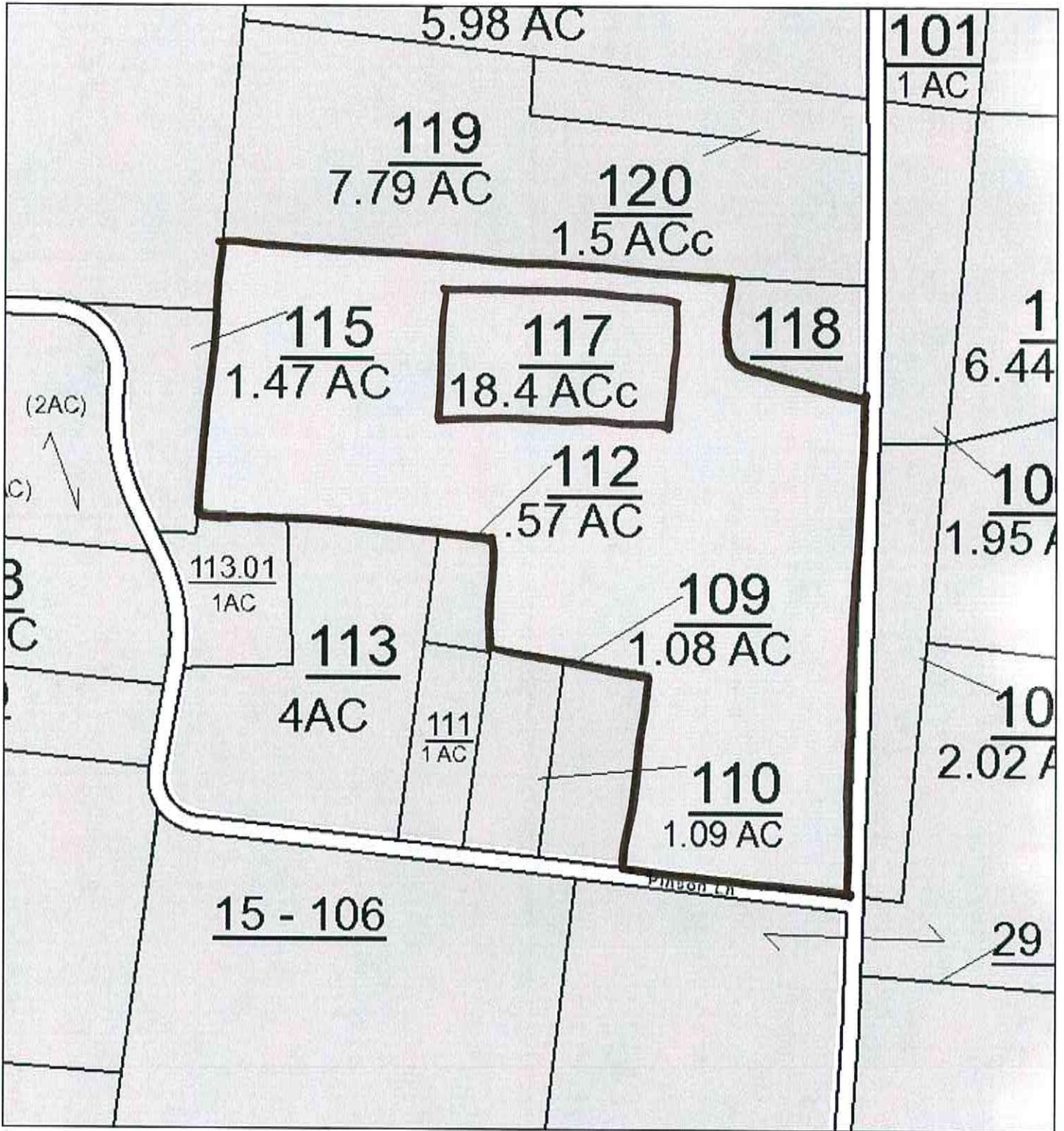
The above described tract of land may be found on Tax Map 95, Parcel 117, in the Tax Assessor's Office for Robertson County, Tennessee.

File: Steve\160052L

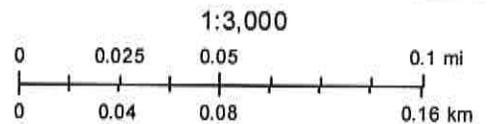
Land Surveyors-Tennessee and Kentucky

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

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



July 14, 2016



MEMORANDUM

TO: White House Board of Mayor and Aldermen,
Jerry Herman, City Administrator

FROM: Reed Hillen, Planning Department

DATE: July 14, 2016

RE: Elementary Drive Rezoning

Mr. Zeidan would like to rezone this parcel from commercial to high density residential. The long range plan has this area as a mix of both. There is high density commercial adjacent to this property so it will fit in the surround neighborhood.

ORDINANCE 16-15

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE ZONING MAP FOR A .7 ACRE PROPERTY RELATIVE TO ROBERTSON COUNTY TAX MAP 107I B, PARCEL 49.01 FROM C-2, CENTRAL BUSINESS DISTRICT COMMERCIAL, TO R-10, HIGH DENSITY RESIDENTIAL.

WHEREAS, an application has been received from a property representative to rezone .7 acres relative to Robertson County Tax Map 107I B, Parcel 49.01. (Map Attached)

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

Robertson County Tax Map 107I B, Parcel 49.01

BE IT FURTHER ORDAINED that this rezoning was recommended to be approved by the Planning Commission at the September 2015 meeting.

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

First Reading: July 21, 2016

Second Reading: August 18, 2016

Michael Arnold, Mayor

ATTEST:

Kerry Harville, City Recorder

Robertson County - Parcel: 107I B 049.01



July 14, 2016

PURCHASING....

Public Services Department

Memo

To: Board of Mayor and Alderman
From: W. Joe Moss, DPS
Date: July 13, 2016
Re: Request to Approve Decorative & Traffic Light Maintenance Contract Extension

On this date, July 13, 2016, I am requesting that the Mayor and Board of Alderman approve the 2-year extension to the Decorative Street Light & Traffic Control Device Maintenance Program with Stansell Electric.

The Purchasing department competitively bid this item in 2012 and the BMA awarded the contract for an extended term until June 30, 2018. Stansell has agreed to the contract extension.

Stansell Electric has been doing a good job for the City during the current term, so, I'm recommending that the BMA approve this 2-year contract extension.

Should you have any questions regarding this bid award request, please call me at 615-406-0177.

W. Joe Moss

Director of Public Services

**DECORATIVE STREET LIGHT
&
TRAFFIC CONTROL DEVICE MAINTENANCE
SERVICE AGREEMENT**

This Contract is dated as of the _____ day of _____ in the year _____ between the City of White House, Tennessee (hereinafter called OWNER) and Stansell Electric Company, Inc. (hereinafter called CONTRACTOR).

The OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. General Requirements

The CONTRACTOR shall adhere to the following requirements:

- a. The CONTRACTOR shall supply all personnel, including a State Licensed Electrician, supplies, equipment, parts and vehicles required to provide proper maintenance and perform repairs to the decorative street lights and traffic control devices within the White House city limits.
- b. The CONTRACTOR shall provide a designated contact with an active phone service and guaranteed response within 2 hours of the City's initial call or faxed work order. Repairs shall be completed within 96 hours of notification.
- c. If repairs needed are of a Public Safety Issue, as determined by the Public Safety Officer, then the CONTRACTOR must contain the area in need of repair to protect the Public from access to the area and repair shall be completed within 24 hours from the City's initial call or faxed work order. The CONTRACTOR shall maintain sufficient inventory to meet the required repair times and at least one complete decorative street light system in anticipation of emergency repairs.
- d. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this CONTRACT, Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the CITY, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage

- e. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of the CONTRACT, full and complete Workers' Compensation Coverage as required by State of Tennessee law.
- f. The CONTRACTOR shall provide the CITY with Certificates of Insurance on all the policies of insurance and renewals required hereunder thereof in forms acceptable to the CITY. Said Comprehensive General Liability policy shall provide that the CITY be an additional insured. The CITY shall be notified in writing of any reduction, cancellation or material change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of the State of Tennessee.
- g. The CONTRACTOR shall be licensed to perform electrical work in the State of Tennessee.

Article 2. Execution of the Work

- a. CONTRACTOR is responsible for employee safety and public safety on the job site.
- b. Any equipment necessary to perform this service shall be the responsibility of the CONTRACTOR.
- c. Upon completion of repair, the CONTRACTOR shall submit to the OWNER a report of the problem and complete explanation of repair.
- d. All costs as shown in Article 3 shall not be revised during the term of this Contract.
- e. CONTRACTOR shall only perform work as requested by the OWNER. CONTRACTOR shall not be compensated by OWNER for work not authorized by OWNER.

Article 3. Contract Cost and Payment

The cost of the work, including labor, materials and other charges, shall be in accordance with the following Cost Schedule which shall remain in effect throughout the term of this Contract.

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Cost Schedule as itemized in detail on invoices submitted by the CONTRACTOR and approved by the OWNER. All approved invoices shall be paid within thirty (30) days of receipt of invoice.

Article 4. Contract Term

The term of the Contract shall extend from the date hereof through June 30, 2018.

Article 5. Contractor Representations

In order to induce OWNER to enter into this Contract, the CONTRACTOR makes the following representations:

The CONTRACTOR has familiarized itself with the nature and extent of the Contract, the nature and requirements of the work (as described in the bid specifications), the site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

Article 6. Assignment

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, moneys that may be due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor for any duty or responsibility under the Contract.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to the OWNER and the CONTRACTOR.

This Contract will be effective on _____

OWNER:

City of White House, Tennessee

By: _____

Title: _____

CONTRACTOR:

Stansell Electric Co., Inc.

By: James T. Stansell

Title: Secretary

Attest: _____

Attest: Lisa A. Guthrie

Address for given notices:

Address for given notices:

105 College Street

White House, TN 37188

860 Visco Drive

Nashville, TN 37210

Bidder must attach a separate sheet to his bid listing ANY deviation from the minimum specifications as shown below

**CITY OF WHITE HOUSE
DEPARTMENT OF PUBLIC WORKS
SPECIFICATION**

Decorative Street Light & Traffic Control Device Maintenance Program

I. SCOPE OF SERVICES

1.1 Replacement of Bulbs

Contractor shall supply bulbs and perform necessary work to re-energize lighting fixtures.

1.2 Repair of Light Fixture

- a. Contractor will perform necessary electrical testing on decorative light fixture or traffic control device appurtenances to determine problem.
- b. Contractor will replace parts as needed to make the decorative street light or traffic control device operable.

1.3 Equipment Warranty

- a. Contractor will provide a warranty on work performed

II. REPAIR SCHEDULE

96hrs (24 for public safety issue) Number of Hours After Receipt of Repair Order

III. **COST SCHEDULE** – See Attached Bid Tab

~~Hourly Repair Cost~~

~~\$ _____ per hour~~

~~\$ _____ emergency call out fee (hourly rate)~~

<u>MATERIALS</u>	<u>COST + (in %) **</u>
Entire Pole Cost	
Stroudsburg Pole	
Holophane 175W fixture	
Replacement of Ballast	
Replacement of lamp (Decorative)	
Replacement of globe (Decorative)	
Replacement of lamp (Signal)	
Replacement of Lens (Signal)	
Other components	

**** CONTRACTOR must supply CITY with copy of the original material purchase document for cost verification purposes.**

The City will not pay a mobilization fee.

CITY OF WHITE HOUSE
WASTEWATER EQUIPMENT SERVICE CONTRACT

BID# 12-1010PW DECORATIVE STREET LIGHT AND TRAFFIC CONTROL MAINTENANCE	Stansall Electric Co., Inc. 860 Vasco Dr. NASHVILLE, TN 37210	Southeast Electric, Inc. P.O. Box 1504 White House, TN 37188	Stones River Electric 1244 Gatlin Pike South Madison, TN 37115	S & W Contracting Co 952 New Salem Rd Marionessboro, TN 37129	Unit Cost	Unit Cost	Unit Cost	Unit Cost
OPENING: Oct. 4, 2012 @ 10:30 a.m.	Unit Cost	Unit Cost	Unit Cost	Unit Cost				
SPECIFICATIONS:								
PER BID SCHEDULE								
DAY TIME HRLY RATE per man hour Decorative Light	\$58.00	\$60.00	\$69.00	\$65.00				
OVERTIME HRLY RATE per man hour Decorative Light	\$74.00	\$75.00	\$99.00	\$90.00/\$95.00 with pole track				
HRLY RATE per man hour Traffic Signal	\$415.00	\$85.00	\$78.00					
Emergency HRLY RATE per man hour Traffic Signal	\$150.00	\$110.00	\$109.00					
Loop Installation (Flat Fee Per Lane)	\$1,100.00	\$2,200.00	\$2,500.00					
Loop Installation Home Run Tie Run	Included in above price	\$650.00	\$1,200.00					
MATERIALS:								
Entire Pole cost	cost + 15%	\$2,910.00	cost + 18%	\$3,860.00				
Stouderberg Pole	cost + 15%	\$1,390.00	cost + 18%	\$2,984.00				
Holopane 175W fixture	cost + 15%	\$1,520.00	cost + 18%	\$1,060.00				
Replacement of Ballast	cost + 15%	\$488.00	cost + 18%	\$340.00				
Replacement of Lamp (Decorative)	cost + 15%	\$95.00	cost + 18%	\$58.00				
Replacement of globe (Decorative)	cost + 15%	\$640.00	cost + 18%	\$360.00				
Replacement of Lamp (Signal)	cost + 15%	\$245.00	cost + 18%					
Replacement of Lens (Signal)	cost + 15%	\$245.00	cost + 18%	\$64.00				
Repair Schedules	Public Safety issues within 24 hrs, all others 96 hours	24 hours	48 hours	24 hours, 4 hours emergency				

Public Services Department

Memo

To: Board of Mayor and Alderman
From: W. Joe Moss, DPS
Date: July 12, 2016
Re: Request to Approve – WWTP Headworks Project - Change Order No. 2

On this date, July 12, 2016, I am requesting that the Mayor and Board of Alderman approve Change Order No. 2 for Cumberland Valley Constructors in the amount of **\$71,929.46**, which is the second change order for the WWTP Headworks Project.

The change order request is for the **CG2 2013-326 TDEC/SRF** loan/grant project, commonly known as the "Headworks" project (\$2,000,000.00 with 20% loan forgiveness) and a companion SRF loan in the amount of \$800,000.00.

The requested amount for Change Order No. 3 is **\$\$71,929.46** and addresses the following:

- 1. Electrical changes @ \$17,874.41 – spare lugs for load side of the generator not in the MCC as shown in the plans which is needed to connect new equipment to the generator;**
- 2. SCADA changes @ \$18,687.21 - move to a more robust program that allows for more monitoring capabilities and remote access via phone or tablet. Also included a pressure transmitter to the discharge side of the spray irrigation pumps;**
- 3. Dissolved oxygen probes @ \$1,091.20 - for EQ pond removed from contract;**
- 4. Build intake structure @ \$22,287.71 - for the new pump station at the EQ basin, the existing system was not practical;**
- 5. Install a separate water line @ \$6,406.93 - for the non-potable water supply for the drum screens. The design called for the non-potable to be inter-connected with the potable water line.**
- 6. Install a new electrical service @ \$2,839.96 - to the drum screens non-potable water pumps. TDEC has not given us the final permit to use the PAA, so we have to maintain the UV system in place. The plan was to use the UV electrical feed;**

Page 2. Headworks Change Order #2

7. We needed to add concrete support beams @ \$3,183.68 - for the drum screens, the completed deck structure didn't have enough support;

8. Install blank covers @ \$1,740.76 - on the existing MCC panel that's inside the office building, some buckets are being used to house the HOA controls for the EQ basin aerators. Leaving unnecessary HOA's on the MCC is confusing.

The full change order document is attached for your review and consideration.

The impending change order will exceed the funded amount for this project by approximately \$25,000.00. I will prepare a budget amendment at the completion of this project. The sewer fund has the available money in fund balance to complete this project.

I am recommending that the Mayor and Board of Alderman approve the Change Order No. 2 for Cumberland Valley Constructors in the amount of **\$71,929.46** and to **add 90 days** to the **length of their contract.**

W. Joe Moss
Director of Public Services

Date of Issuance: 7/1/2016 Effective Date: 7/21/16
 Owner: City of White House, TN Owner's Contract No.:
 Contractor: Cumberland Valley Constructors Contractor's Project No.:
 Engineer: McGill Associates, P.A. Engineer's Project No.: 12.02006
 Project: WWTP Improvements Contract Name:

The Contract is modified as follows upon execution of this Change Order: Description: See attached summary

Attachments: Find attached change order requests as submitted by contractor and summary.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 2,375,000.00	Original Contract Times: Substantial Completion: 240 Ready for Final Payment: 270 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ 31,068.10	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: n/a Ready for Final Payment: n/a days
Contract Price prior to this Change Order: \$ 2,406,068.10	Contract Times prior to this Change Order: Substantial Completion: 240 Ready for Final Payment: 270 days or dates
[Increase] [Decrease] of this Change Order: \$ 71,929.46	[Increase] [Decrease] of this Change Order: Substantial Completion: 90 Ready for Final Payment: 90 days or dates
Contract Price incorporating this Change Order: \$ 2,477,997.56	Contract Times with all approved Change Orders: Substantial Completion: 330 Ready for Final Payment: 360 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Cynthia Wheeler</u>	By: _____	By: _____
Engineer (if required)	CFR (Authorized Signature)	Owner (Authorized Signature)
Title: Project Manager	Title _____	Title _____
Date: 7/12/2016	Date _____	Date _____

ACCEPTED:	ACCEPTED:
By: _____	By: _____
Contractor (Authorized Signature)	Funding Agency (if applicable)
Title _____	Title _____
Date _____	Date _____

Public Services Department

Memo

To: Board of Mayor and Alderman
From: W. Joe Moss, DPS
Date: July 11, 2016
Re: Request to Approve Engineer's Amendment to Task Order #2 – WWTP

On this date, July 11, 2016, I'm requesting that the Mayor and Board of Alderman approve the McGill Associate's amendment to **Task Order #2** for Engineering Services at the WWTP Headworks project

This project is part of the SRF funded WWTP improvements. Since this project began, we've made several changes to the original plans which has caused the project to exceed the contract date by at least 90-days. The additional fee is for project representation (onsite contract management and inspection services) which, with this type of technical project, is an absolute necessity.

I've attached McGill's amendment to Task Order #2 document for your further review and consideration. The engineering fee associated with this task is a not to exceed amount of **\$20,000.00**.

Should you have any questions regarding this request, please call me at 615-406-0177.

W. Joe Moss
Director of Public Services

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 5, 2013.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: February 5, 2013
- b. Owner: City of White House
- c. Engineer: McGill Associates, P.A.
- d. Project: WWTP Improvements

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:
Construction observation of the WWTP Improvements and additional Construction Administration (CA) to complete the project to closeout.
- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
An increase not to exceed \$20,000.00 to the original *Resident Project Representative* (RPR) and Construction Administration budget shown in Article C2.04, A. of the original Engineer's Agreement.
- c. The schedule for rendering services is as follows:
This will provide for addition RPR Service on a lump sum basis which will bring RPR services through the conclusion of the project.

3. Agreement Summary (Reference only)

- a. Original Agreement amount for RPR and CA Services: \$ 93,600
- b. Net change for prior amendments: \$ 0
- c. This amendment amount: \$ 20,000
- d. Adjusted Agreement amount for RPR Services: \$ 113,600

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:
Jamie Carden

By: _____

By: *Jamie Carden*

Title: _____

Title: *Office Manager*

Date Signed: _____

Date Signed: *7/8/16*

Public Services Department

Memo

To: Board of Mayor and Alderman
From: W. Joe Moss, DPS
Date: July 12, 2016
Re: Request to Approve Vapex Purchase

On this date, July 12, 2016, I am requesting that the Mayor and Board of Alderman approve the purchase of the Vapex ozone generator unit for the Copes Crossing lift station.

The unit is a listed CIP approved project and is a necessary component of the wastewater lift station operation. The current unit is not functioning properly and needs to be replaced.

This Vapex 1500 radical odor control system is designed to generate ozone, which in turn neutralizes hydrogen sulfide gases (H₂S). If H₂S is allowed to permeate the lift station and integral piping, it will mix with the moisture on the walls and form sulfuric acid. The resultant acid will cause the sewer system to deteriorate at an accelerated rate.

This is a sole source system and the cost is \$93,500.00. The unit carries a 5-year warranty. I've attached the backup material for your review and consideration.

Should you have any questions regarding this award request, please call me at 615-406-0177.

W. Joe Moss

Director of Public Services

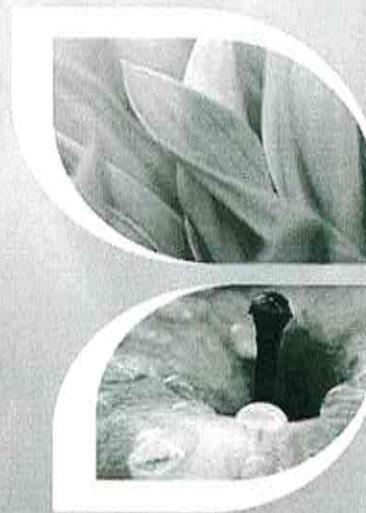
City of White House, TN

Copes Crossing Pump Station

Vapex 1500 Radical Odor Control System

Vapex Environmental
Technologies, Inc.

September 23, 2015



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Address

Vapex Environmental Technologies, Inc.

531 S Econ Circle, Building 1009

Oviedo, Florida 32765

USA

To:	Joe Moss & Robert Allen	Date:	Jul 11, 2016
Company:	City of White House, TN	From:	Patrick Resch
cc:	Robert Jeyaseelan		
Subject:	Vapex 1500 Radical Odor Control Proposal – Copes Crossing Pump Station		

Dear Mr. Moss & Mr. Allen,

Thank you for your interest in the Vapex Radical Odor Control System. Based upon the data provided for this project, we developed the unit sizing described in this proposal. We are confident that the Vapex 1500 not only provides the most effective solution for this municipality in terms of installed, operational and maintenance cost but also provides the most effective solution to eliminate odors.

In addition to eliminating odor, the Vapex technology has also been shown to neutralize pH thereby reducing wet well and equipment corrosion. The 1500 will also break down some forms of fats, oils and greases.

We look forward to working with you on this project. Should you have any questions or need clarifications, please feel free to contact me. Thank you.

Sincerely,

Patrick Resch

Patrick Resch
 Director of Technical Sales
 (407) 579-3693

Patrick.Resch@vapex.com

www.vapex.com

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1. DESIGN BASIS

Application:	Pump Station
Treatment Area Dimensions:	113 ft ²
Treatment Area Volume:	2,262 ft ³
Peak H₂S Level:	125 ppm
Installation Location:	Outdoor

1.1. EQUIPMENT SUPPLIED

- One (1) VAPEX 1500 Radical Odor Control System.
- One (1) Patented Standard Nozzle
- One (1) Standard Nozzle Well Mount Package
- Fifty (50) feet of Oxidant Tubing (Teflon)
- Fifty (50) feet of Water Tubing (HDPE)
- One (1) Sunshield
- Two (2) Installation & Operation Manuals
- One (1) Year Standard Parts Warranty
- Four (4) Years Extended Parts Warranty

1.2. EQUIPMENT DESCRIPTION

1. Each Unit consists of:
 - a. Low-profile enclosure
 - b. 30 Amp ON/OFF switch
 - c. Mounting Hardware
 - d. Each Standard Nozzle Package includes:
 - i. One (1) Flexible Nozzle Surface Mount
 - ii. Fifty (50) feet of Oxidant and Water Tubing
 - iii. One Nozzle Cleaning Kit
 - e. Electrical Connection – Hardwired
 - f. One (1) Installation & Maintenance Kit
 - i. Two (2) Cabinet Keys
 - ii. One (1) set of Tubing Cutter and Clamps

- iii. One (1) set of Tubing Repair Fittings
- iv. One (1) O-ring grease packet
- g. Two (2) Operation & Maintenance manuals

2. MATERIALS OF CONSTRUCTION

- a. Oxidant piping: 316 SS (internal) and Teflon (external)
- b. Water piping: Linear LDPE (external)
- c. Air piping: PVC (Standard nozzle), Clear Polyurethane (LV nozzle)
- d. Nozzle: Gray PVC (Std Nozzle), Engineered Polymer (LV Nozzle)
- e. Base Unit: Triglycidyl isocyanurate (TGIC) polyester coated Aluminum
- f. Fasteners: Stainless steel

3. SERVICES

- 1. Installation, Operation And Maintenance (IO&M) Manuals:

IO&M Manuals: Two (2) Hard Copy and One (1) Electronic copy included

- 2. Start-up Assistance:

Vapex will furnish one factory representative for one (1) day(s) during one (1) trip to assist in installation inspection, start-up supervision and operator training. Dates of service to be scheduled upon Buyer's written request.

- 3. Mechanical Warranty

66 months from shipment or 60 months from startup whichever occurs first. See Section 7 for detailed warranty information.

4. PATENTS

The Equipment and/or Process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

5. PURCHASE PRICE

All of the above listed for\$ **93,500.00** USD

F.O.B. Jobsite, Freight Allowed, Taxes Excluded

- 1. Validity

QUOTE: This quote is valid for 90-days from Quotation date. All prices are guaranteed for one year from date of Vapex acceptance of a Purchase Order. This quote does not include applicable sales and use taxes, which will be applied to the final invoice. Please provide tax exemption certificate(s) if applicable.

ACCEPTANCE: To accept this quote send a Purchase Order to Vapex Corporate Headquarters (address at top of page 1) –OR- complete the acceptance information below. All Purchase Orders must include:

- a. Purchase Price quoted in this document
- b. Ship-to address, contact name, and phone number
- c. Bill-to address, contact name, phone number and fax number
- d. Requested delivery date
- e. Tax exemption information if applicable

2. Payment terms

Net 30-Days, FOB Oviedo, Florida. Sales and or Use tax is not included in this quote. Please provide tax exemption information. Applicable tax is invoiced with purchase on date of shipment.

ORDERS: Orders are subject to credit evaluation and acceptance. All orders are subject to Vapex terms and conditions stated in this document.

PRODUCTION: Vapex requires 6 to 8 weeks from the receipt of approved submittals or waiver of submittals to ship the unit. If unit is needed prior to the standard lead time, customer and Vapex need to discuss the requirements and verify in writing the ability to meet such deadline.

LATE PAYMENT PENALTY: Invoices not paid 31 days after the invoice date are subject to a Service Charge of 1 1/2% per month (.05% per day) on the unpaid balance. The equivalent interest rate per annum is 18%.

TITLE: Title to Vapex Radical Odor Control Systems and supplied equipment (the Goods) shall remain vested in Vapex, and shall not pass to the buyer until the purchase price for the Goods has been paid in full and received by Vapex Environmental Technologies, Inc.

START-UP: Start-up services include equipment start-up, warranty certification and on-site equipment operation & maintenance training. Trip fees may apply for additional training visits, multi-phase start-up or non-standard installations. Prior to scheduling the Vapex technician, the Customer shall verify that the site is prepared for start-up. If the site is not prepared when the technician arrives and the start-up must be rescheduled, the customer will be responsible for payment of additional trip fees for the technician at current Vapex trip rates.

IMPORTANT NOTES: Regarding Vapex Radical Odor Control system Wet Well Installations: If the system is treating a wet well (or lift station) all access for cables, wires or sample tubing shall be sealed. All conduit connections into the well must be sealed. If a vent is required, the Vapex reaction terminating vent must be installed. Vapex recommends that all ferrous metal hardware within the well should be epoxy coated to prevent premature rusting from increased humidity. Pump cables coated in natural rubber will deteriorate. If there are pump cables located inside the wet well they must be of a material compatible to sulfuric acid >10% and ozone or the pump cables must be sleeved with a PVC jacket (not provided by Vapex unless listed in the Equipment Supplied Section of this document). Cables must be sleeved by the customer/contractor prior to equipment start-up. Contact Vapex for additional information.

6. BUYER/OWNER RESPONSIBILITY

1. Provide a minimum of 5' x 5' solid, level surface for system installation (preferred surface materials include concrete, wood or asphalt).
 - a. Located in an area that does not obstruct normal site maintenance and minimizes tripping hazards.
 - b. As far away as realistically possible from any wet well vent or hatch to prevent premature wear or damage (25'- minimum distance from any hatch or vent to the unit).
 - c. With a 30" clearance on all sides of the unit. Total unobstructed installation area should be a minimum of 73"L x 88"W x 69"H.
2. Provide the 2" PVC Nozzle Air pipe from the unit to the nozzle location.
3. Provide the proper sized nozzle/vent access core hole must be provided. A minimum 9" core hole will accommodate the nozzles.
 - i. The nozzle mount plate cannot be used over core holes larger than 10".
 - a. Install the Nozzle Air pipe, Oxidant tubing and water tubing from the unit to the nozzle location.
 - b. The Nozzle Mount Plate shall be fastened centered over the nozzle access hole.
 - c. This pipe and tubing may be located below grade or above grade.
 - i. Below grade tubing MUST be a single continuous length of tubing – no connectors or fittings.
 - ii. Above grade installation MUST permanently fasten the pipe to the floor/wall and be installed in such a way as to reduce the tripping hazards potential. Above grade PVC pipe shall be painted/coated with UV resistant paint/coating
4. Installation of the cable sleeves where applicable.

- a. If there are submersible pumps used in the treated location the pump cables must be covered using PVC sleeves from the well entry point to the top of the pump or below the low water line if the top of the pump will remain submerged.
5. If the installation is in a location where the air temperature will exceed 110°F, the odor control system must be installed in a cooled or air-conditioned environment.
6. Indoor Installations: Indoor equipment installation is recommended where extreme weather conditions may be present (e.g. excessive heat, snow, rain, etc.).
 - a. If the indoor location has any access to the odor/foul-air source (a hatch, door or vent) the inlet air filter must be remotely located outdoors or in another "clean air" environment. Mounting the inlet air filter remotely will require the purchase of a Remote Intake Air Filter Package (Specified at the time of ordering).
 - i. The Remote Intake Air Filter Package includes: (1) PVC Air Filter Housing with Air Filter element and a mount, (1) clamp/bracket to attach to the O-MEGA and (1) 3" PVC Street elbow 90°.
 - ii. Buyer/Owner to provide: The needed amount of 3" PVC pipe and additional elbows, a min. 3.5" diameter access from the unit location to the "clean air" location.
 - b. If the indoor location does not have adequate ventilation, the exhaust must be plumbed to the outside for safety and to prevent potential equipment damage. The exhaust CANNOT be routed to the location being treated.
 - i. The remote exhaust air duct shall not be located where the exhaust air will be within 10' of the remote air filter (if equipped).
 - ii. Exhausting the air outside will require the purchase of the Exhaust Air Duct Package (Specified at the time of ordering).
 - iii. Buyer/Owner to provide: 6" PVC Pipe and elbows as needed, a min. 6.5" dia. access to route the duct outside of the structure.
 - c. If the indoor location is a small enclosure with an A/C unit for cooling, an O-MEGA unit utilizing one or more standard nozzles will require an optional Nozzle Blower Inlet Air Package (specified at the time of ordering) to prevent the system the system from discharging the cooled air through the nozzle in the generation of the Hydroxyl Fog.
 - i. The Nozzle Blower Air Intake Package includes: (1) PVC Air filter housing with (1) air filter element and (1) clamp/mount, (1) slip x thread 1 ½" PVC Elbow, (1) 3" to 1 ½" PVC Reducer bushing.

7. WARRANTY

Limited Mechanical Warranty Policy

Vapex Equipment is limitedly warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation instructions. This policy and maintenance/operating procedures as follows:

- a. Vapex 1500 – 66 months from shipment or 60 months from startup whichever occurs first

To make claim under this Warranty, Buyer must notify Vapex within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Vapex or its service representative.

Vapex Equipment may be deemed nonconforming only by an authorized Vapex representative. **Returns will not be accepted unless Vapex has authorized said return in writing.** If the Vapex inspection indicates nonconforming materials and/or workmanship, the Equipment will, at Vapex's option, either be repaired or replaced without charge. Upon receipt of Vapex's written consent, Equipment may be promptly returned to the Vapex factory, F.O.B. However, under certain circumstances, Vapex may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Vapex, its employees and/or representatives, free of charge, on-site access to the Project site, and any necessary utilities and plant personnel needed by Vapex for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

The following will void this Warranty:

- A. Equipment is used for purposes other than those for which it was designed;
- B. Equipment is not used in accordance with generally approved practices;
- C. Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, or vandalism;
- D. Unauthorized alterations to or modifications of the Equipment not approved by Vapex, in writing;
- E. Abuse, neglect or misuse of Equipment, including without limitation, operation of Equipment after a defect is discovered;
- F. Operation of Equipment by persons not properly trained for that purpose;
- G. Failure to operate the Equipment in accordance with Vapex's specifications, O&M manuals or other written guidelines; and/or
- H. Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

Notes:

- A. Vapex is not liable for any corrective work or expenditure that has not been authorized by Vapex in writing prior to the commencement of such work and prior to committing to such expenditures.
- B. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Vapex's current per diem, plus all travel and living expenses.
- C. Onsite labor and freight are not covered by this Warranty.
- D. This Warranty does not cover normal wear and tear.
- E. Following a Warranty claim, verification of proper operation and maintenance is required.
- F. Physical damage due to external forces and/or accident is not covered by this Warranty.
- G. The effects of corrosion and unforeseeable environmental characteristics are excluded from this Warranty.
- H. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

VAPEX SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER (FOR CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE EQUIPMENT.

This exclusion applies even if the Warranty fails of its essential purpose and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

This document constitutes the sole Warranty in its entirety and no other provisions express or implied exist. Any modification of this Warranty must be in writing and signed by an authorized representative of Vapex. An adjustment made per this Warranty does not void the Warranty, nor does it imply an extension of the Warranty Period. Equipment repaired during the Warranty Period carries the un-expired portion of this original Warranty only. This Warranty is governed by the laws of the state of Florida

8. ACCEPTANCE

Issued By:



Vapex Environmental technologies, Inc.

531 South Econ Circle, Suite 1009
Oviedo, FL 32765

Local Rep:

Bobby Clemmer
BAR Environmental, Inc.
51 Century Blvd., Suite 307
Nashville, TN 37214
615-373-0788
bclemmer@bar-enviro.com

Name: Patrick Resch
Title: Director of Technical Sales
Date: July 11, 2016

Accepted By:

Name:
Title:
Date:

PO/Reference Number: _____

Target Delivery Date: _____

Delivery Address: **Lift Gate? Y or N**

9.

Public Services Department

Memo

To: Board of Mayor and Alderman
From: W. Joe Moss, DPS
Date: July 11, 2016
Re: Request to Approve Vehicle Purchase

On this date, July 11, 2016, I am requesting that the Mayor and Board of Alderman approve the purchase of the following vehicles off the National Joint Powers Alliance (NJPA) contract:

- | | | |
|----|--|---------------|
| 1. | 2016 Ford F-150 4WD - Stormwater | = \$30,294.00 |
| 2. | 2016 Chevrolet Colorado 4WD – Wastewater | = \$31,965.29 |
| 3. | 2016 Ford F-150 4WD - Wastewater | = \$30,294.00 |

The trucks are listed CIP approved vehicles and are necessary components of the wastewater and stormwater operations.

The pricing for this purchase is going through the NJPA contract #102811 and, which is a cooperative that has been approved in a resolution by the BMA.

Should you have any questions regarding this award request, please call me at 615-406-0177.

W. Joe Moss

Director of Public Services



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

7/11/2016

QuoteID: 7570

joe moss
 City of White House
 public services
 105 College Street
 White House, Tennessee, 37188

Dear joe moss,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
 Two (2) New/Unused (2016 Ford F-150 (X1E) 4WD SuperCab 145" XL,) and delivered to your specified location, each for

One Unit		Extended Unit's (2)
Base Price	\$30,294.00	\$60,588.00
Tax (0.0000 %)	\$0.00	\$0.00
Tire fee	\$0.00	\$0.00
Total	\$30,294.00	\$60,588.00

- per the attached specifications. Price includes 1 service manual(s).

This vehicle(s) is available under the **National Joint Powers Alliance Contract 102811**. Please reference this Bid number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 National Fleet Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497



GMC

7/11/2016

Sell, service, and deliver letter



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

[855] 289-6572 • [855] BUY-NJPA • [831] 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/11/2016

QuoteID: 7572

joe moss
City of White House
public services
105 College Street
White House, Tennessee, 37188

Dear joe moss,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2016 Chevrolet Colorado (12M53) 4WD Ext Cab 128.3" WT,) and delivered to your specified location, each for

One Unit

Base Price	\$31,965.29
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
Total	\$31,965.29

- per the attached specifications. Price includes 1 service manual(s).

This vehicle(s) is available under the **National Joint Powers Alliance Contract 102811**. Please reference this Bid number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Public Services Department

To: Board of Mayor and Alderman
From: W. Joe Moss, DPS
Date: July 11, 2016
Re: Single Source Request for Wastewater – FY 2016/2017

On this date, July 11, 2016, I am requesting that the Mayor and Board of Alderman authorize the use of the single source vendors as shown below.

This list represents items used by the wastewater department that are only provided for by one vendor, or where only one vendor provides the most appropriate item for the City's use. For this reason, all items on this list are then exempted from the general purchasing guidelines and bidding requirements.

VENDOR	AMOUNT	REASON
Wascon Inc.: E-One grinder & Myers pumps/panels for operations & maintenance	\$300,000.00	Source for E-One low pressure grinders/panels & Myers grinders/panel
Air-Vac Division: Controllers, valves and parts for vacuum system	\$125,000.00	N. Palmers & Calista vacuum stations & systems – Proprietary
Labtronx: Flow meter sales, parts & service	\$6,000.00	Calibrate & certify monitoring equipment for NPDES permit
Southern Sales: UV system parts & repair, GR station parts, Barnes 2-hp & 5-hp pumps/panels	\$10,000.00	Source for Trojan UV & Gorman Rupp pumps & Barnes 2-hp & 5-hp grinders/panels
Vapex: Ozone generators	\$15,000.00	Source for repairs, parts & maintenance for ozone odor control at stations

Over the past several years, the wastewater department has been trying to standardize the grinder pumps both in the residential and commercial customer applications.

BMA Memo Continued:

In doing so, it becomes costly to change out one type of pump and replace it with another type. Typically, the voltage requirements and panel components may be different. Therefore, we have begun requiring new construction to conform to one (1) of three (3) approved pump manufacturers. The list is as follows:

1. E-One Extreme SPD (semi-positive displacement) – 1hp WH Series;
2. Myers WGL20-21 (LD) – 2hp Centrifugal Series (commercial applications);
3. Barnes EcoTRAN – Model OGP2022CE – 2hp Centrifugal Series & the SGV5062L - 5hp Centrifugal Series;
4. Zoeller – Model 7011 – 2hp – Automatic reversing centrifugal grinder (commercial applications), 5hp and 7.5hp pumps (multifamily complex units).

Should you have any questions regarding this contract extension request, please give me a call 615-406-0177.

W. Joe Moss

Public Services Director



City of White House

Parks, Recreation & Cultural Arts

105 College Street
White House, TN 37188
Phone: 615.672.4350 x.2114
Fax: 615.616.1057

Kevin Whittaker
Director

Linda Brooks
Office Administrator

Josh Atkins
Recreation Superintendent

John Skinner
Parks Maintenance Supervisor

MEMORANDUM

Date: July 12, 2016

To: Board of Mayor and Aldermen
Gerald Herman, City Administrator

From: Kevin Whittaker, Director of Parks and Recreation

Re: Splash Pad - Phase II Recommendation

With Phase I of the splash pad being complete and currently running, it is time to start the process on Phase II. Phase II includes a pirate ship, and many other pirate-themed sprayers and amenities, along with connecting to the existing lines and concrete work. Great Southern Recreation served as the general contractor for Phase I and I recommend approving them for the remaining work to be done for Phase II. Thank you.



1-800-390-8438
www.GreatSouthernRec.com

Play, The Way It Should Be

Organization:	City of White House
Contact:	Gerald Herman
Address:	105 College Street, White House, TN 37188
Phone:	615-672-4350

Project Title:	Municipal Complex Splash Pad - Phase II
Revision:	
Option:	Phase II Splash Pad and Additional Concrete

Official Quote

Representative	DATE	Territory	County	Terms	Colors
Nathan	7/12/2016	TN	Robertson	NET 30	As Rendered

PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
W14707-1D	1	Municipal Park Phase II Splash Pad Addition to Include:		\$ 255,730.00
		- 15 Water Features: Pirate Ship, Anchor Away Fun Form, Pirate Hook Fun Form, Cannon Ball Spout, Treasure Map Mister, Lil' Treasure Chest Fun Form, Lil' Starfish Fun Form, Pete's Pirate Hat, (3) Baby Long Legs Sprays, (3) Splash-O-Lator Sprays, (3) Drains and ColorCast Half Splash		
		- Installation and Plumbing of Splash Pad Equipment		
		- New 70'x40' Concrete Slab for Phase II Area		
		- Relocation of 70' Existing Fence, 80' New Fence and (1) New Access Gate - Black Vinyl To Match Existing		
		- Slide Exit Pads for Pirate Ship Front and Rear Slide		
		- Equipment Freight		
		- Additional 20'x33' Concrete Slab to Connect to Restroom Pavilion Area		
		- 4'x4' Safety Tile at Each Stair Access to Pirate Ship		
SUBTOTAL FOR PROJECT				\$ 255,730.00
TAX RATE				9.25%
PROJECT SALES TAX				EXEMPT
TOTAL				\$ 255,730.00

Please Note Exclusions and Expectations on Attached Contract Form

Great Southern Recreation: 2441-Q Old Fort Parkway #462, Murfreesboro, TN 37128



2441-Q Old Fort Parkway #462
Murfreesboro, TN 37128
1-800-390-8438
www.GreatSouthernRec.com

Great Southern Recreation – Contract General Terms and Conditions

PROJECT OWNER

Name: City of White House
Address: 105 College Street, White House, TN
Tel. No.: 615-672-4350

PROJECT INFORMATION

Name: Splash Pad - Phase II
Location: Municipal Recreation Complex
Project Title: Municipal Complex Splash Pad - Phase II

This contract is entered into by and between Great Southern Recreation, LLC ("GSR") and City of White House ("Client") as of the date of acceptance of the Proposal set forth hereinbelow for completion of certain work and services ("the Project") described therein.

Contract Expiration: The attached Proposal is valid for 90 days from the date of the Proposal unless revoked by GSR before the expiration of that time. The time for acceptance of the Proposal may be extended at any time in the discretion of GSR.

Waiver of Guidelines: Installation of the Project described by the Proposal shall be in accordance with the manufacturer's specifications and in compliance with ASTM, CPSC and ADA guidelines. However, if Client requests installation that does not comply with these standards it shall be deemed noncompliant installation. In that event, upon completion of the project Client hereby agrees to indemnify and hold harmless GSR, its owners, agents, and employees from any and all liability, of whatever nature, that may arise, at any time and to anyone, whether a natural person, entity, or governmental body or unit thereof, as a result of the non-compliant installation. Client further agrees to provide to GSR written confirmation of Client's election of noncompliant installation. (Form Ref #)

Substitutions: Every effort is made to supply our customers the materials, equipment and structures as specified in the Proposal. In the event of unforeseen circumstances, GSR reserves the right to substitute materials, equipment or structures which GSR deems as equivalent. In these instances, Client or Client's representative will be notified of the substitution.

Take-offs: All quantity take-offs for the purposes of this estimate are based on the accuracy of the drawings and information provided to GSR. GSR shall not be responsible for inaccuracies between as-built field conditions and the drawings and information provided to GSR.

Rock Fee: If GSR encounters substantial amounts of rock, a fee will be charged to Client. This fee only covers the cost of additional rock-related rental equipment and man-hours to remove and relocate the rock as necessary to complete the project. Receipts will be provided. Please note: *Only .05% of previous GSR projects have incurred a Rock Fee.*

Systems and Warranties: Structures, equipment and surfacing materials are all considered complete "systems" with interdependent components. For example, structures, shades and playground equipment are supported by and dependent upon their structural foundations. Similarly, safety surface materials are supported by and dependent upon proper preparation and installation of the sub-surface and sub-base materials. Delays and additional expenses may result unless GSR installs the foundations or sub-surface/sub-base materials. Furthermore, warranties associated with the supported structure, equipment or safety surface material may be jeopardized.

Restocking Fee: Client will incur a 45% re-stocking fee based on the standard retail price of any allocated materials for all products, structures, equipment, materials including safety surface materials, and other similar materials and components, unless otherwise specified, that are returned, or for which the order is cancelled, after the date of acceptance of the Proposal.

Color Selections: Color selections must be confirmed by Client prior to commencement of operations on the project by GSR. *Color changes to existing orders will not be permitted.*

Storage Fee: To the extent caused by Client, including Client's representatives, agents, or employees, delays in delivery of equipment, shelters, or materials requiring handling and storage by GSR or its affiliates GSR may charge Client a handling and storage fee not to exceed 2.0% per month (based on standard retail value of allocated equipment) unless a separate storage agreement is in place at the time of acceptance of this Proposal.

Unforeseen Delays and Deadlines: Should GSR be obstructed or delayed in the prosecution or completion of the Project as a result of unforeseeable causes beyond the control of GSR and not due to its fault or neglect, including but not limited to acts of God or of the public enemy, acts of the government, fires, floods, epidemics, or quarantine regulation, and delays in shipping or manufacturing, and any delay attributable to Client its agents, representatives, or employees, GSR shall not be liable for any costs or expenses arising therefrom.

Termination: GSR reserves the right to revoke this Proposal at any time, upon notice to the Client confirmed in writing. Any pre-paid deposits or funds will be returned to Client within 10 days.

Change Orders: Client agrees that if changes to the Splash Pad Project are required due to unknown site conditions, or for any other reason, Client or its authorized representative shall be available during the Installation to sign a Change Order form. Changes, including moving equipment after excavation has begun due to preference, or utility locations, will be subject to applicable remobilization fees.

Equipment Invoicing: While it is typical to send a single invoice for the entirety of its work, GSR may elect to submit a progress payment application for any stored or delivered materials. Client agrees to pay the progress payment application within the acceptable payment terms set forth below and the with regard to their consecutive order.

Litigation: In the event GSR is required to file a civil action or engage in any collection efforts against the Client, the Client agrees to pay any and all costs, fees, expenses, of whatever nature, including attorneys' fees, incurred by GSR, whether at or prior to trial or on appeal or in any post judgment collection efforts or proceedings.

Soil Conditions: The Proposal is based upon site access for heavy equipment and normal soil conditions of 2,000 psf. If during site access or excavation of foundations necessary per Installation and construction as per manufacturer's specifications and drawings it is found that the sub-surface conditions are below normal strength or are unanticipated, such as shifting soils, drainage issues, buried debris, vegetation, rock or other unforeseen conditions, then the construction at the site will stop and GSR will notify the Client or its representative of the condition. In that event GSR will not resume work until a resolution can be found and an appropriate Change Order has been approved by all parties in interest.

Private Utilities: While it is standard operating procedure for GSR to perform a "Utility Locate" on any public utilities, GSR is not responsible for damage or destruction of private utilities. GSR will make reasonable efforts to avoid any and all previously marked, private utilities.

Taxes: Sales tax and other fees and taxes are a "pass-through" cost item and are the responsibility of the Client whether or not they are included in the Proposal.

Payment Terms: Unless otherwise agreed upon, all payments are Net 30 after day of invoice. Partial invoices may be generated.

Late Payments: All late payments shall be charged a late payment fee on all unpaid invoices, not to exceed the maximum rate allowed by law, per month of the open amount for each invoice. When there are multiple invoices, the most recent payment will be applied to the oldest outstanding invoice.

Walk Through: On the day of completion, or at a point of substantial completion, of the Project, Client agrees to perform a final walk-through inspection to generate any punch list items that remain to be completed.

Certificate of Completion: After the final walk-through and completion or resolution of the punch list, GSR will present to the Client a "Project Completion Form" (GSR-F1), which Client shall sign to confirm satisfactory completion of the Splash Pad Project. GSR will provide Client with a final invoice following execution of the "Project Completion

2. Great Southern Recreation: General Terms and Conditions

GSR-F2

Revision Date: December 18, 2015

Form." Client agrees that execution of the "Project Completion Form" shall operate as a waiver of any and all claims or rights of action that Client might have against GSR in connection with the Splash Pad Project and that Client is thereby estopped from seeking, alleging, claiming, withholding, or recovering any money, damages, or set-offs or credits of any kind against GSR.

Warranty: GSR shall warranty its work, including material, equipment, structures (as permitted by manufacturer's proprietary, stated warranty) and its workmanship for one (1) year from Certificate of Completion unless any "system" installation has been violated as described above, in which case the such warranty is null and void..

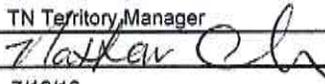
Jurisdiction and Forum: This Agreement shall be governed by and construed and enforced exclusively in accordance with the laws of the State of Tennessee, without regard to its conflicts of laws rules. The parties agree to the exclusive jurisdiction and venue of the Supreme Court of the State of Tennessee for the resolution of all disputes arising under or from this contract and hereby consent to jurisdiction in an appropriate Court in Rutherford County, Tennessee.

Contract Information

Quote Dated: 7/12/16
Quote Title: Municipal Complex Splash Pad - Phase II

Authorized Officer (Typed): _____
Title: _____
Signature: _____
Date: _____
PO Number: _____

Great Southern Recreation Representative

Authorized Officer (Typed): Nathan Chance
Title: TN Territory Manager
Signature: 
Date: 7/12/16

OTHER BUSINESS...

July 13, 2016

MEMORANDUM

To: Board of Mayor and Aldermen

From: Kerry Harville, City Recorder

Re: Board Appointments

Mayor Arnold is in the process of confirming reappointments and recruiting new board members. At the time of printing the agenda packet the list was not finalized. The list will be printed and placed at your seat for the Thursday, July 21st meeting.

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

DISCUSSION ITEMS...

OTHER INFORMATION....