



CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Agenda
October 21, 2021
7:00 p.m.

1. Call to Order by the Mayor
2. Prayer by Community Pastor
3. Pledge by Aldermen
4. Roll Call
5. Adoption of the Agenda
6. Approval of Minutes of the September 16th Study Session and Board of Mayor and Aldermen meeting.
7. Welcome Visitors
8. Proclamation
9. Public Hearings
 - a. **Ordinance 21-22:** An ordinance deleting the Municipal Code Title 1 General Administration Chapter 4 Committing Magistrate. *Second Reading*.
 - b. **Ordinance 21-23:** An ordinance amending the Municipal Code Title 3 Municipal Court Chapter 1 City Judge. *Second Reading*.
 - c. Certificate of Compliance for Mr. Harsh Patel of J & L Liquors (322 Hester Drive).
10. Communication from Mayor, Aldermen, City Attorney, and City Administrator
11. Acknowledge Reports
 - A. General Government
 - B. Finance
 - C. Human Resources
 - D. Police
 - E. Fire
 - F. Public Services
 - G. Planning & Codes
 - H. Parks & Recreation
 - I. Library/Museum
 - J. Municipal Court
12. Consideration of the Following Resolutions:
 - a. **Resolution 21-17:** A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee.
13. Consideration of the Following Ordinances:
 - a. **Ordinance 21-22:** An ordinance deleting the Municipal Code Title 1 General Administration Chapter 4 Committing Magistrate. *Second Reading*.

- b. **Ordinance 21-23:** An ordinance amending the Municipal Code Title 3 Municipal Court Chapter 1 City Judge. *Second Reading.*
- c. **Ordinance 21-24:** An ordinance amending the Municipal Code, Title 1, Chapter 1 Section 1-102; Description of Wards. *First Reading.*
- d. **Ordinance 21-25:** An ordinance to amend the Zoning Map from R-10, Residential High Density District to R-TC, Residential High Density Town Center Commercial District on Tyree Springs Road. *First Reading.*
- e. **Ordinance 21-26:** An ordinance to amend the Zoning Map and resubdivide land from C-2, General Commercial to NCRPUD, Neighborhood Center Residential Planned Unit Development on Hwy 31W. *First Reading.*
- f. **Ordinance 21-27:** An ordinance to amend the Zoning Map from R-15 Medium Family and Robertson County Agricultural to Suburban Residential Planned Unit Development on Calista Road. *First Reading.*

14. Purchasing:

- a. To approve or reject the purchase of four (4) Zebra EVM Units (E-Units) with software, accessories, and training from Tyler Technologies in the amount of \$25,541.00. The Chief of Police recommends approval.
- b. To approve or reject authorizing City Administrator Gerald Herman entering into a contract with CSR Engineering for \$164,800 for engineering and construction management services for WL Anderson Soccer Complex Parking Lot Project. The Parks and Recreation Director recommends approval.
- c. To approve or reject Charles Deweese Construction bid in the amount of \$453,411.00 for the Sage/McCurdy Turn Lanes project. The City Administrator recommends approval.

15. Other Business:

- a. To approve or reject Certificate of Compliance for Harsh Patel of J&L Liquors (322 Hester Drive).
- b. To approve or reject authorizing City Administrator Gerald Herman entering into a franchise agreement with Cumberland Connect to construct and operate a Cable System for broadband internet.
- c. To approve or reject approval of street acceptance of Harpers Way. Public Services Director recommends approval.

16. Discussion Items:

- a. None

17. Other Information:

- a. City of White House Annual Municipal Separate Storm Sewer System (Ms4) Annual Report

18. Adjournment:

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Minutes
Study Session
September 16, 2021
6:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 6:00 pm.

2. Roll Call

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

3. Adoption of the Agenda

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

4. New Business

a. Brookside Village HOA concerns follow up

Mayor Arnold and City Administrator Gerald Herman requested that the Public Services Director Andy Cieslak and the Public Works Manager Isaiah Manfredi provide an update regarding the road conditions of Brookside Village.

Director Cieslak and Manager Manfredi discussed multiple issues with the current condition of the roads including cracking and shoving. They stated that currently grass and moisture are coming through the existing asphalt. They also stated that the current road is not up to ADA standards and would need to be improved to reach those standards. Manager Manfredi stated that the roads were not up to the city's minimum standards and would require milling and a complete rebuild.

Ald. Bibb stated that he believed it would be irresponsible of the board if they accepted the roads in the current condition. If the roads were repaired to meet the city's minimum standards, the board could reassess accepting the roads at that time. All other board members agreed with Ald. Bibb's assessment of the situation.

b. Discuss Board of Mayor and Aldermen Ward redistricting

City Administrator Gerald Herman discussed the redistricting of the Board of Mayor and Aldermen wards stating that each county will have two wards with only a small portion of Robertson County's wards in Sumner County. He provided the updated ward map and discussed the population distribution between wards.

City Administrator Gerald Herman stated that the ordinance to approve the updated wards will be brought before the board at the October meeting.

5. Adjournment

Meeting was adjourned at 6:24 pm.

ATTEST:

Michael Arnold, Mayor

Amanda Burns, City Recorder

DRAFT

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Minutes
September 16, 2021
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

Prayer was led by Alderman Bibb.

3. Pledge by Aldermen

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

4. Roll Call

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

5. Adoption of the Agenda

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

6. Approval of Minutes of the August 19th Study Session and Board of Mayor and Aldermen meeting.

Motion was made by Ald. Bibb, second by Ald. Decker to approve the minutes. A voice vote was called for with all member voting aye. **August 19th Study Session and Board of Mayor and Aldermen meeting minutes were approved.**

7. Welcome Visitors

Mayor Arnold welcomed all visitors.

8. Proclamations

Mayor Arnold presented a proclamation designating September 17 through 23 as Constitution week.

Mayor Arnold presented the White House 6U All Star softball team with a proclamation for coming in first place at the 2021 Southern Softball Tournament in Springfield, TN.

9. Public Hearings

- a. **Ordinance 21-20:** An ordinance amending and adopting the City Design Standards, as indicated, concerning construction materials. *Second Reading*

No one spoke for or against.

- b. **Ordinance 21-21:** An ordinance to amend the Zoning Map from C-1 Central Business District to C-1R Central Business District Infill on Hwy 31W. *Second Reading*

No one spoke for or against.

10. Communication from Mayor, Aldermen, City Attorney, and City Administrator

Ald. Hutson discussed the upcoming Event with the Arts event.

Ald. Decker discussed the history of growth within the city and how that has impacted city resources and services. He discussed what future growth the city could be and what the board's responsibility to shape that growth will be.

City Administrator Herman provided updates regarding the soccer complex construction. He stated the soccer association wrote the city a check for \$48,000 for the additional poles and lighting to fully lite up all but one field. TDEC has requesting a meeting so that they can present a \$500,000 check for the next construction phase of the soccer complex. This meeting will be scheduled for the middle of October.

City Administrator Gerald Herman stated that yesterday at the MPO meeting in Nashville the COVID competitive grant recipients were announced. The city was selected as one of nine requests to be approved out of 27 applications. This is an \$880,000 project to improve pedestrian safety at the US31W and Raymond Hirsch Intersection. The MPO with COVID relief funds will cover 80% of the cost.

City Administrator Gerald Herman stated that the city has filed application with the State to request the first half of the American Recovery Act funding for the southern force main sewer project. The first half will be approximately \$1.7 million with the second half expected to be released in a year.

City Administrator Gerald Herman announced that the Public Services Department has been awarded a \$4,000 safety grant from Public Entity Partners to use to enhance occupational safety in the work place.

City Administrator Gerald Herman stated that the town center water line project is expected to start next week. A pre-construction meeting occurred a couple weeks ago. Most of the materials have been received. The needed easements to begin the project have been obtained by the White House Utility District.

City Administrator Herman provided an updated regarding the President of the United States intention to use a new rule through the Occupational Safety and Health Administration to mandate COVID vaccines for employers over 100 employees. The Tennessee Municipal League attorney reached out to our Tennessee City Manager's Association members this past weekend with a legal analysis that determined that cities would need to comply. After discussing with other city leaders, no aggressive action will be taken until a formal ruling is received from OSHA.

11. Acknowledge Reports

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

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

12. Consideration of the Following Resolutions:

- a. **Resolution 21-15:** A resolution authorizing participation in the James L. Richardson “Driver Safety” Matching Grant Program.

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Resolution 21-15 was approved.**

- b. **Resolution 21-16:** A resolution establishing the Residential Traffic Calming Program.

Motion was made by Ald. Bibb, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Resolution 21-16 was approved.**

13. Consideration of the Following Ordinances:

- a. **Ordinance 21-20:** An ordinance amending and adopting the City Design Standards, as indicated, concerning construction materials. *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. Corbitt - aye; Ald. Decker - aye; Ald. Hutson - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 21-20 was approved on Second Reading.**

- b. **Ordinance 21-21:** An ordinance to amend the Zoning Map from C-1 Central Business District to C-1R Central Business District Infill on Hwy 31W. *Second Reading.*

Motion was made by Ald. Decker, second by Ald. Hutson to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Corbitt - nay; Ald. Decker - aye; Ald. Hutson - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 21-21 was approved on Second Reading.**

- c. **Ordinance 21-22:** An ordinance deleting the Municipal Code Title 1 General Administration Chapter 4 Committing Magistrate. *First Reading.*

Motion was made by Ald. Decker, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Ordinance 21-22 was approved on First Reading.**

- d. **Ordinance 21-23:** An ordinance amending the Municipal Code Title 3 Municipal Court Chapter 1 City Judge. *First Reading.*

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Ordinance 21-23 was approved on First Reading.**

14. Purchasing:

- a. To approve or reject Sessions Paving bid in the amount of \$52,258 for Holly Tree sidewalk installation. The Public Services Director recommends approval.

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

- b. To approve or reject the purchase of scrubber units to replace the existing chemical feed systems at Copes Crossing and Wilkinson Lift Stations from Source Technologies, LLC, a sole-source vendor, in the amount of \$24,476.00. The Public Services Director recommends approval.

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

15. Other Business:

- a. None

16. Discussion Items:

- a. None

17. Other Information:

- a. None

18. Adjournment:

Meeting was adjourned at 7:46 pm.

ATTEST:

Michael Arnold, Mayor

Amanda Burns, City Recorder

REPORTS....

Administrative & Legislative Services Department
September 2021

Administration

City Administrator Gerald Herman attended the following meetings this month:

- September 02:
 - Leisure Services Board
- September 07:
 - Christmas on Main Street Event Discussion
 - Beer Board
- September 08:
 - Bid Opening: Traffic Control Battery Backups
 - Ribbon Cutting: Hitchhiker Toys
 - Redistricting Committee Meeting
- September 09:
 - Library Board
- September 13:
 - CD&I Committee
 - Stormwater Advisory Board Meeting
 - Planning Commission Study Session
 - Planning Commission
- September 14:
 - Robertson County Election Commission
 - Ribbon Cutting: International Tea & Coffee
 - Redistricting Committee Meeting
- September 15:
 - GNRC Transportation Policy Board
 - Economic Development Team Meeting
- September 16:
 - Board of Mayor and Aldermen Study Session
 - Board of Mayor and Aldermen Study
- September 17:
 - Presentation at GNRC Training: Preparing and Implementing a Capital Improvement Plan
- September 18:
 - Evening with the Arts 50th Anniversary Celebration Dinner
- September 20:
 - TNECD Community and Rural Development Listening Tour
- September 21:
 - White House Area Chamber of Commerce Luncheon
- September 22:
 - GNRC Business Meeting and Luncheon
- September 28:
 - GNRC Project Delivery Task Force
 - American Recovery Funds Webinar
 - Christmas on Main Street Event Discussion
- September 30:
 - Community Event Center Furniture Meeting
 - Community Event Center Walkthrough
 - Community Event Center Progress Meeting
 - Wastewater Treatment Plant Progress Meeting
 - Sumner County Council of Governments Annual Banquet

**Administrative & Legislative Services Department
September 2021**

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 2021-2022.

Budget	Budgeted Amount	Expended/Encumbered*	% Over (↑) or Under (↓) (Anticipated expenditures by this point in the year)
General Fund	\$21,144,050	\$ 5,564,799	↑1.28
Industrial Development	\$77,000	\$ 3,879	↓19.99
State Street Aid	\$550,000	\$ 12,185	↓22.81
Parks Sales Tax	\$2,105,361	\$ 816,938	↑13.77
Solid Waste	\$1,175,418	\$ 332,470	↑3.25
Fire Impact Fees	\$125,000	\$ 19,282	↓9.60
Parks Impact Fees	\$16,000	\$ 6,698	↑16.83
Police Impact Fees	\$42,500	\$ 40,494	↑70.25
Road Impact Fees	\$235,000	\$ -	↓25.03
Police Drug Fund	\$4,500	\$ -	↓25.03
Debt Services	\$1,293,500	\$ 1,671	↓24.90
Wastewater	\$16,874,057	\$ 7,425,239	↑18.97
Dental Care	\$70,000	\$ 17,706	↑0.26
Stormwater Fund	\$1,491,663	\$ 542,496	↑11.33
Cemetery Fund	\$78,890	\$ 4,870	↓18.85

*Expended/Encumbered amounts reflect charges from July 1, 2021 – June 30, 2022.

Purchasing

The main function of purchasing is to aid all departments within the City by securing the best materials, supplies, equipment, and service at the lowest possible cost, while keeping high standards of quality. To have a good purchasing program, all City employees directly or indirectly associated with buying must work as a team to promote the City's best interests in getting the maximum value for each dollar spent.

Total Purchase Orders

	FY 2022	FY 2021	FY 2020	FY 2019	FY 2018
July	325	261	269	346	362
August	132	128	106	151	166
September	98	106	98	126	119
October		79	97	91	147
November		72	78	120	125
December		71	58	72	104
January		123	81	122	177
February		75	93	119	113
March		106	107	131	142
April		154	85	138	185
May		133	82	129	121
June		47	45	50	52
Total	555	1355	1199	1,595	1,813

Purchase Orders by Dollars	Sept 2021	FY 2022	FY 2021	FY 2020	Total for FY22	Total for FY21	Total for FY20
Purchase Orders \$0-\$9,999	96	523	1281	1132	\$698,591.79	\$1,482,989.65	\$1,275,419.16
Purchase Orders \$10,000-\$24,999	0	9	29	34	\$155,525.66	\$417,161.17	\$551,938.89
Purchase Orders over \$25,000	2	23	45	33	\$8,636,120.17	\$5,951,224.30	\$4,035,346.92
Total	98	457	1355	1199	\$9,490,237.62	\$7,851,375.12	\$5,862,704.97

**Administrative & Legislative Services Department
September 2021**

Website Management

It is important that the city maintain a reliable web site that is updated as requests come in from various sources. The number of page visits confirms that we are providing reliable and useful information for staff and the public.

	2021-2022 Update Requests	2020-2021 Update Requests	2019-2020 Update Requests	2018-2019 Update Requests	2021-2022 Page Visits	2020-2021 Page Visits	2019-2020 Page Visits	2018-2019 Page Visits
July	54	15	152	61	11,536	11,536	1,164,517	1,080,668
August	66	20	126	133		9,145	752,932	835,519
September	48	17	43	22		8,335	679,248	214,406
October		10	78	86		8,390	386,735	864,091
November		174	56	40		7,587	695,971	812,527
December		13	156	82		17,483	847,724	1,055,111
January		108	67	68		17,123	720,531	934,562
February		135	22	40		19,796	N/A	762,985
March		39	85	61		22,930	N/A	879,671
April		101	43	56		20,881	N/A	820,505
May		38	27	29		23,514	5,998	946,897
June		214	48	123		30,909	10,251	901,328
Total	54	884	901	801	11,536	197,629	5,263,907	9,053,159

“City of White House, TN” Mobile App

	FY22 New Downloads	FY21 New Downloads	FY20 New Downloads
July	8	45	19
August	9	44	21
September	13	19	21
October		40	12
November		29	13
December		10	15
January		11	23
February		20	70
March		11	69
April		7	41
May		11	29
June		11	36
Total	30	258	369

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

	FY22 # of Request	FY21 # of Request	FY20 # of Request
July	38	20	36
August	54	27	39
September	46	16	18
October		15	40
November		20	27
December		27	20
January		18	24
February		72	41
March		36	34
April		26	35
May		48	26
June		58	28
FY Total	138	383	356

January 2018 – All requests have either been responded to, and are either Completed or In Progress

**Administrative & Legislative Services Department
September 2021**

White House Farmers Market

The market is closed for the season. The reopening of the market will be in May 2022.

	Application Fees # (amount collected)	Booth Payments (\$)
January	0	0
February	0	0
March	0	0
April	4	\$810
May	8	\$1,280
June	3	\$275
July	0	0
August	0	0
September	0	0
October		
November		
December		
Total	15	\$2,365

Building Maintenance Projects

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

Special Maintenance Projects

- Ed Bailey started on September 27th
- Orientation

	2021-2022 Work Order Requests	2020-2021 Work Order Requests	2019 – 2020 Work Order Requests	2018 – 2019 Work Order Requests	2017 – 2018 Work Order Requests	2016 – 2017 Work Order Requests
July	19	11	10	22	21	27
August	8	27	10	26	24	28
September	12	9	13	19	22	13
October		6	7	14	18	12
November		16	7	18	34	12
December		19	3	8	19	9
January		11	16	14	16	23
February		16	18	7	21	6
March		12	11	7	17	16
April		17	2	12	25	14
May		25	11	6	26	27
June		31	10	9	23	14
Total	39	200	98	162	266	201

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

**Finance Department
September 2021**

Finance Section

During September the Finance Office continued working on the FYE 6/30/2021 audit on-site fieldwork, scanning thousands of documents to reduce physical document storage space, began researching electronic group task management programs, and worked on the SAM.gov (System for Award Management) accounts for the City. The City is required to maintain a SAM.gov account which is used by the federal government to maintain all grants. Members of the Finance Office participated in the following events during the month:

September 7: Beer Board

September 28: CARES Survey

September 30: Community Event Center walkthrough

Performance Measures

Utility Billing

	September 2021	FY 2022 Total	FY 2021 Total	FY 2020 Total	FY 2019 Total	FY 2018 Total
New Builds (#)	10	49	357	171	62	102
Move Ins (#)	77	235	737	649	534	553
Move Outs (#)	81	240	743	602	534	576
New customer signup via email (#)	30	98	300	127	104	163
New customer signup via email (%)	34%	35%	27%	15%	17%	25%

Business License Activity

	September 2021	FY 2022 Total	FY 2021 Total	FY 2020 Total	FY 2019 Total	FY 2018 Total
Opened	6	21	76	69	75	72
Closed (notified by business)	1	1	6	10	9	18
Closed (uncollectable)	0	0	0	0	0	199

Accounts Payable

	September 2021	FY 2022 Total	FY 2021 Total	FY 2020 Total	FY 2019 Total	FY 2018 Total
Total # of Invoices Processed	377	1023	4079	4003	3940	4437

**Finance Department
September 2021**

Fund Balance – City will strive to maintain cash balances of at least 30% of operating revenues in all funds.

Operating Fund	Budgeted Operating Revenues (\$)	General Fund Cash Reserves Goal (\$)	Current Month Fund Cash Balance (\$)	G.F. Cash Reserves Goal Performance
General Fund	10,409,165	3,122,750	2,441,920	23%
Cemetery Fund	45,261	13,578	266,876	590%
Debt Services	1,217,528	365,258	889,332	73%
Dental Care Fund	39,361	11,808	220,113	559%
Roads Impact Fees	105,396	31,619	381,776	362%
Parks Impact Fees	109,476	32,843	292,570	267%
Police Impact Fees	77,976	23,393	296,724	381%
Fire Impact Fees	26,904	8,071	198,837	739%
Industrial Development	76,063	22,819	73,985	97%
Parks Sales Tax	988,260	296,478	1,387,064	140%
Police Drug Fund	5,048	1,514	32,212	638%
Solid Waste	1,065,400	319,620	489,129	46%
State Street Aid	418,172	125,452	278,404	67%
Stormwater Fund	964,600	289,380	1,212,910	126%
Wastewater	5,579,100	1,673,730	4,753,383	85%

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 2021-2022.

Operating Fund	Budgeted Operating Revenues (\$)	YTD Realized* (\$)	% Over (↑) or Under (↓) (Anticipated revenues realized by this point in the year)
General Fund	10,409,165	1,317,143	↓ 12.35%
Cemetery Fund	45,261	13,753	↑ 5.39%
Debt Services	1,217,528	344,386	↑ 3.29%
Dental Care	39,361	9,809	↓ 0.08%
Roads Impact Fees	105,396	33,744	↑ 7.02%
Parks Impact Fees	109,476	19,426	↓ 7.26%
Police Impact Fees	77,976	28,988	↑ 12.18%
Fire Impact Fees	26,904	19,133	↑ 46.12%
Industrial Development	76,063	21,865	↑ 3.75%
Parks Sales Tax	988,260	223,384	↓ 2.40%
Police Drug Fund	5,048	1,219	↓ 0.85%
Solid Waste	1,065,400	269,104	↑ 0.26%
State Street Aid	418,172	114,706	↑ 2.43%
Stormwater Fund	964,600	248,292	↑ 0.74%
Wastewater	5,579,100	1,314,435	↓ 1.44%

*Realized amounts reflect revenues realized from July 1, 2021—September 30, 2021

**Human Resources Department
September 2021**

The Human Resources staff participated in the following events during the month:

September 02: Part Time Parks Attendant Interview
 September 07: Chamber of Commerce Board Meeting
 September 08: Municipal Management Academy Level I Class
 Hitchhiker Toys Ribbon Cutting
 Part Time Parks Attendant New Hire Orientation
 September 13: International Tea & Coffee Ribbon Cutting
 September 16: Chamber of Commerce New Member Breakfast
 Board of Mayor and Aldermen Meeting
 September 18: Evening with the Arts 50th Anniversary Celebration Dinner
 September 22: Community Outreach Coordinator Interviews
 September 23: Dark Fired Vapors Ribbon Cutting
 September 30: Sumner County Council of Governments Banquest

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

	FYE 2022	FYE 2021	FYE 2020	FYE 2019
July	0	0	0	0
August	0	0	0	0
September	0	1	1	0
October		0	0	0
November		1	0	0
December		0	0	0

Three-year average: 6.67

	FYE 2022	FYE 2021	FYE 2020	FYE 2019
January		1	1	1
February		0	3	0
March		2	0	0
April		1	2	0
May		0	1	0
June		3	0	2
Total	0	9	8	3

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

	FYE 2022	FYE 2021	FYE 2020	FYE 2019
July	0	1	1	3
August	1	1	0	0
September	0	1	0	0
October		1	1	1
November		3	1	0
December		0	0	0

Three-year average: 5.67

	FYE 2022	FYE 2021	FYE 2020	FYE 2019
January		0	1	0
February		0	0	0
March		0	0	0
April		0	0	1
May		0	0	1
June		0	0	0
Total	1	7	4	6

**Human Resources Department
September 2021**

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

	FYE 2022	FYE 2021	FYE 2020	FYE 2019
July	1	1	1	0
August	1	1	1	1
September	2	0	2	2
October		0	3	0
November		1	2	1
December		2	1	0

	FYE 2022	FYE 2021	FYE 2020	FYE 2019
January		2	2	1
February		0	1	0
March		0	1	0
April		2	0	0
May		0	2	5
June		3	2	1
Total	4	12	18	11
Percentage	3.88%	11.65%	17.48%	11.34%

Current year turnovers that occurred within 90 day probationary period: 1

Three-year average: 13.49%

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

	FYE 2022	FYE 2021	FYE 2020	FYE 2019
July	0	1 (T)	0	0
August	0	0	2 (S)	0
September	0	0	0	1 (T)
October		0	0	0
November		0	1 (S)	0
December		1 (T)	0	0

	FYE 2022	FYE 2021	FYE 2020	FYE 2019
January		1 (T)	0	1 (T)
February		0	0	0
March		0	0	1 (S)
April		0	0	0
May		0	0	1 (T)
June		0	1 (T)	0
Total	0	3	4	7

Three-year average: 4.6667

**Police Department
September 2021**

Meetings/Civic Organizations

- ***Chief Brady attended the following meetings in September:*** Beer Board Meeting (Sept. 7), Municipal Management Academy (Sept. 8), Planning Commission (Sept. 13), Robertson County Chief's Meeting (Sept. 14), Command Staff Meeting (Sept. 16), Board of Mayor and Alderman Meeting (Sept. 16), Department Head Staff Meeting (Sept. 20) and Tennessee Association of Chiefs of Police (Sept. 29 & Sept. 30).

➤ **Police Department Administration Performance Measurements**

Achieve re-accreditation from the Tennessee Law Enforcement Accreditation program by December 2023.

Susan Johnson, Accreditation Manager, has started our 4th edition of our TLEA program into PowerDMS which includes 164 standards. She has completed 41 proofs of the 164 for this year. The LEACT Conference has not been re-scheduled.

1. Our department training goal is that each police employee receives 40 hours of in-service training each year. The White House Police Department has 27 Employees. With a goal of 40 hours per employee, we should have an overall Department total of 1,080 hours of training per calendar year.

Month	Admin Training Hours	Patrol Training Hours	Support Services Training Hours	Total Training Hours
January	0	171	0	171
February	0	216	40	256
March	0	343	24	367
April	0	232	8	240
May	0	352	0	352
June	0	156	0	156
July	24	48	0	72
August	30	141	0	171
September	46	190	0	236
Total	100	1,849	72	2,021

Patrol Division Performance Measurements

1. ***Maintain or reduce the number of patrol shifts staffed by only three officers at the two-year average of 676 shifts during the Fiscal Year 2021-2022. (There are 730 Patrol Shifts each year.) *Three officer minimum staffing went into effect August 5, 2015.***

Number of Officers on Shift	September 2021	FY 2021-22
Three (3) Officers per Shift	41	135
Four (4) Officers per Shift	21	51

1. ***Acquire and place into service two Police Patrol Vehicles.*** We have ordered three 2021 Police Interceptors from Lonnie Cobb Ford.
2. ***Conduct two underage alcohol compliance checks during the Fiscal Year 2021-2022.***
Compliance Checks will be conducted in the fall.
3. ***Maintain or reduce TBI Group A offenses at the three-year average of 70 per 1,000 population during the calendar year of 2021.***
We are unable to provide the above stats at the present time due to working thru the obstacles of the new Tyler Technology Software.

Police Department
September 2021

Group A Offenses	September 2021	Per 1,000 Pop.	Total 2021	Per 1,000 Pop.
<i>Serious Crime Reported</i>				
Crimes Against Persons			80	
Crimes Against Property			100	
Crimes Against Society			255	
<i>Total</i>			435	
Arrests			402	

**U.S. Census Estimate 7/1/2019 – 12,638*

4. ***Maintain a traffic collision rate at or below the three-year average of 426 collisions by selective traffic enforcement and education through the Tennessee Highway Safety Program during calendar year 2021.***
We are unable to provide the above stats at the present time due to working thru the obstacles of the new Tyler Technology Software.

	September 2021	TOTAL 2021
Traffic Crashes Reported	49	302
Enforce Traffic Laws:		
Written Citations		826
Written Warnings		417
Verbal Warnings	452	2,894

5. ***Maintain an injury to collision ratio of not more than the three-year average of 11% by selective traffic enforcement and education during the calendar year 2021.***
We are unable to provide the above stats at the present time due to working thru the obstacles of the new Tyler Technology Software.

COLLISION RATIO				
<u>2021</u>	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
September	49	7 YTD 39	14%	13% YTD 302

Traffic School: No Traffic School in September.

Staffing:

- Ofc. Perry Gerome and Ofc. Caleb Railey are currently on FTO. They will be attending the Academy in October.
- Ofc. Jay Wright resigned his position on September 14th due to personal reasons.
- We currently are accepting applications for one Officer position.

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

Sumner County Emergency Response Team:

- Cpl. David Segerson attended ERT training on September 17th.

Police Department
September 2021

Support Services Performance Measurements

1. ***Maintain or exceed a Group A crime clearance rate at the three-year average of 83% during calendar year 2021.***

We are unable to provide the above stats at the present time due to working thru the obstacles of the new Tyler Technology Software.

2021 CLEARANCE RATE		
Month	Group A Offenses	Year to Date
<i>September</i>		

Communications Section

	September	Total 2021
Calls for Service	1,152	9,937
Alarm Calls	31	294

Request for Reports

	September	FY 2021-22
Requests for Reports	12	27
Amount taken in	\$7.05	\$18.60
Tow Bills	\$0.00	\$0.00
Emailed at no charge	24	49
Storage Fees	\$0.00	\$0.00

Tennessee Highway Safety Office (THSO):

- THSO – Both grants for 2022 have been submitted and approved.
- THSO – Sgt. Brisson attended the GHSA conference in Denver, Colorado on September 12th thru September 15th. The conference was for Traffic Safety.

Volunteer Police Explorers: Nothing to report at this time.

Item(s) sold on Govdeals: Nothing to report at this time.

Crime Prevention/Community Relations Performance Measurements

1. ***Teach D.A.R.E. Classes (10 Week Program) to two public elementary schools and one private by the end of each school year.***
D.A.R.E. for the Fall has been cancelled due to Covid.
2. ***Plan and coordinate Public Safety Awareness Day as an annual event.*** Safety Day is in conjunction with Discover White House. The Discover White House Expo & Safety Day presented by The Farmers Bank has been scheduled for October 2, 2021.
3. ***Plan, recruit, and coordinate a Citizen's Police Academy as an annual event.***
Citizen's Police Academy has been cancelled in 2021 due to COVID-19.

Police Department

September 2021

4. ***Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.***

- September 10th – Community Christian Schools 911 Parade.
- September 15 – Sgt. Enck instructed a Realty Safety Class.
- September 16 – Wheels In Motion at H.B. Williams Elementary
- September 16 – Wheels In Motion at Heritage Elementary
- September 16 – Community Christian Schools First Responders Day. We took several patrol cars to the school for the kids to see.
- September 21 – Sgt. Enck assisted Sumner County with an Active Shooter Drill at H. B. Williams Elementary.
- September 21 – Sgt. Enck gave a tour of the Police Department to a young boy.
- September 22 – Sgt. Enck assisted Sumner County with an Active Shooter Drill at White House Middle School.
- September 22 – Wheels In Motion at Community Christian School.
- September 28 – Sgt. Enck took a patrol car and the DARE car to Temple Baptist Mother's Day Out for a safety talk and for the kids to look at. (approx. 80 kids)
- September 30 – Sgt. Enck handed out badges to kids at the City Park.

Special Events: *WHPD Officers participated in the following events during the month of September:*
(9/24)-Community Christian Homecoming Parade.

Upcoming Events:

Pumpkin Run (10/2)
Discover White House (Safety Day) 10/2
Harvest Moon Festival 10/9

2021 Participation in Joint Community Events		
	<u>September</u>	<u>Year to Date</u>
Community Activities	12	60

**Fire Department
September 2021**



Summary of Month's Activities

Fire Operations

The Department responded to 167 requests for service during the month with 130 responses being medical emergencies, 1 building fire and 1 vehicle fire. The Department also responded to 14 vehicle accidents; 6 accidents reported patients being treated for injuries, and 8 accidents reported with no injuries. Of the 167 responses in the month of September there were 32 calls that overlapped another call for service that is 19.16% of our responses.

UT MTAS recommends for the WHFD an average response time from dispatched to on scene arrival of first "Fire Alarm" to be six minutes and thirty-five seconds (6:35). The average response time for all calls in September from dispatch to on scene time averaged was, five minutes and fifty-six seconds (5:56). The average time a fire unit spent on the scene of an emergency call was twelve minutes and seventeen seconds (12:17).

Department Event

- September 1st – Air pack updates
- September 4th – American Legion 9/11 Ceremonies
- September 8th – Municipal Management class
- September 10th – September 11th Parade and Ceremony
- September 11th – Springfield September 11th Ceremony

Fire Administration

- September 8th – Discover White House Pre-Event meeting
- September 14th – Monthly Staff meeting
- September 29th – Christmas events Planning meeting

Emergency Calls Breakdown

The Department goal in this area is to display the different emergency calls personnel have responded to during the month as well as the response from each station.

Incident Responses FY to Date

Fires	8
Rescue & Emergency Services	353
Hazardous Conditions (No Fire)	4
Service Calls	19
Good Intent Call	30
False Alarms & False Call	50
Calls for The Month	167
Total Responses FY to Date	464

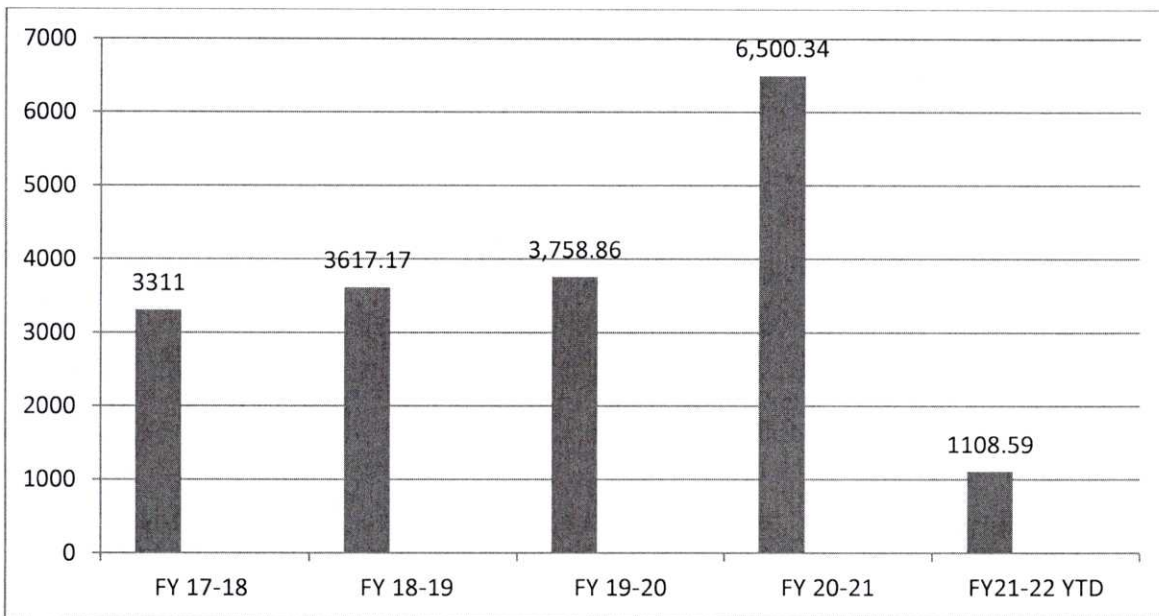
**Fire Department
September 2021**

Response by Station

	Month	FY to Date	%
Station #1 (City Park)	119	317	68.10%
Station #2 (Business Park Dr)	47	147	31.66%

Fire Fighter Training

The Department goal is to complete the annual firefighter training of 228 hours for career firefighters. The total hours of 4104 hours of training per year is based on eighteen career firefighters.



	Month	YTD
Firefighter Training Hours	355.9	1108.59

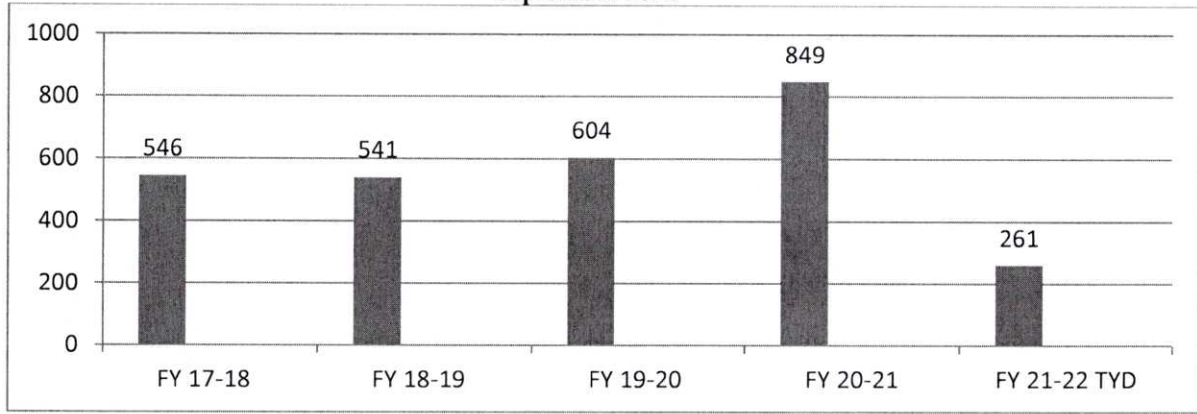
Training breakdown for ISO and NFPA

	Fire Officer	Company	Facilities	NFPA
Month	26	86	52	191.9
Total for FY	99.5	291	69	793.59

Fire Inspection

It is part of our fire prevention goals to complete a fire inspection for each business annually.

**Fire Department
September 2021**

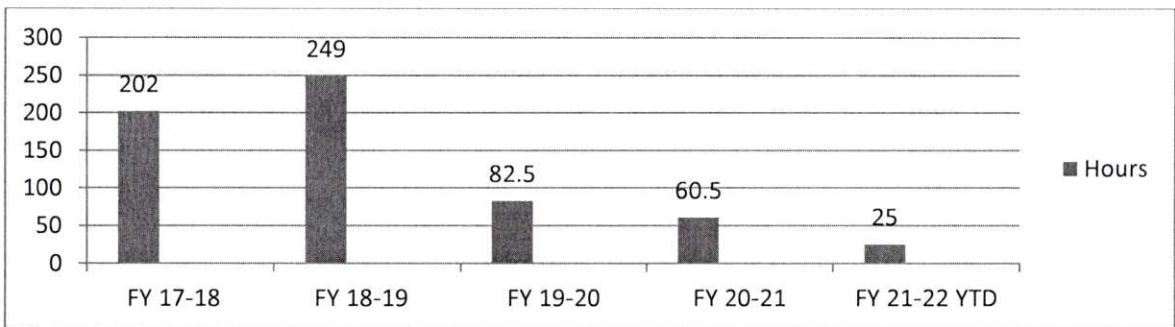
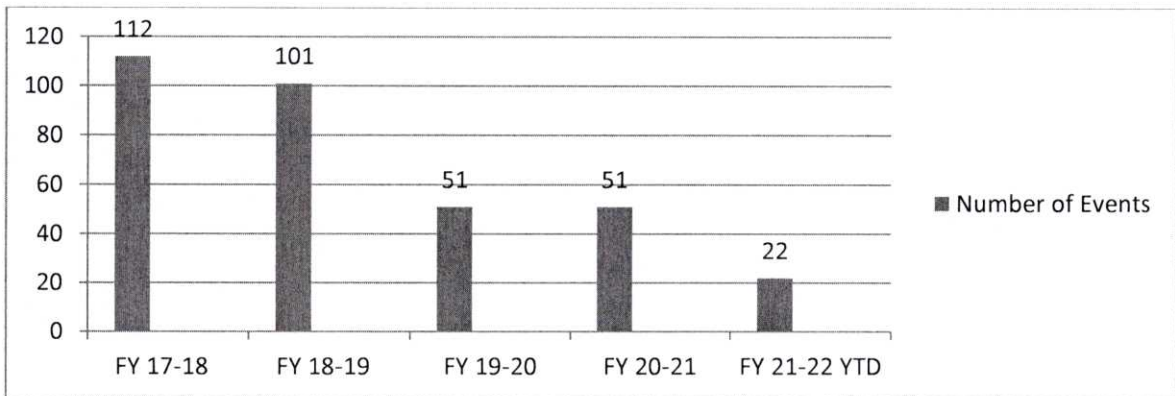
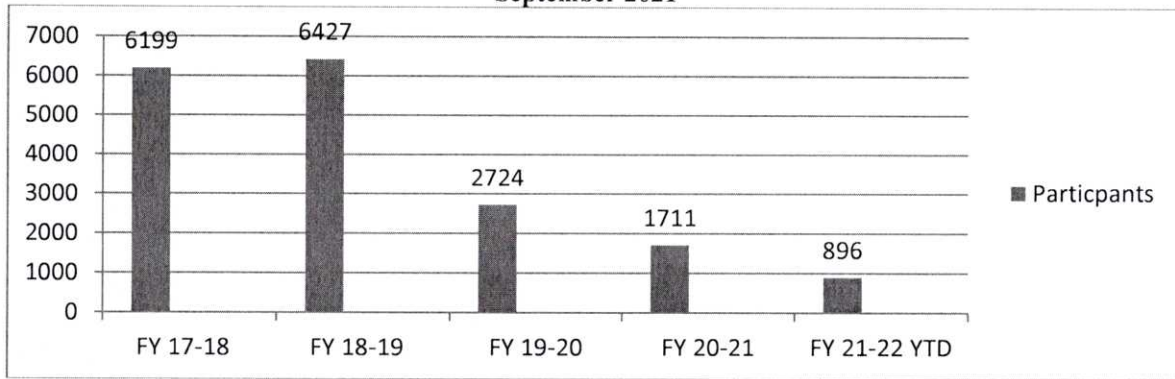


	Month	YTD
September Fire Inspection	65	261
Reinspection	16	58
Code Violation Complaint	4	5
Violations Cleared	14	41
Annual Inspection	3	17
Commercial Burn Pile	1	5
Knox Box	2	10
Fire Alarms	1	7
Measure Fire Hydrant	1	2
Plans Review	11	20
Pre-C/O	2	5
Pre-incident Survey	5	42
Sprinkler Final	0	1
Final/Occupancy	0	11

Public Fire Education

It is a department goal to exceed our last three years averages in Participants (5720) Number of Events (112) and Contact Hours (215). The following programs are being utilized at this time; Career Day, Station tours, Fire Extinguisher training and Discover WH/Safety Day.

**Fire Department
September 2021**



	Month	YTD
Participants	520	896
Number of Events	7	22
Education Hrs.	8	25

*Public education numbers were lower than normal due to COVID-19

Social Media Statistics

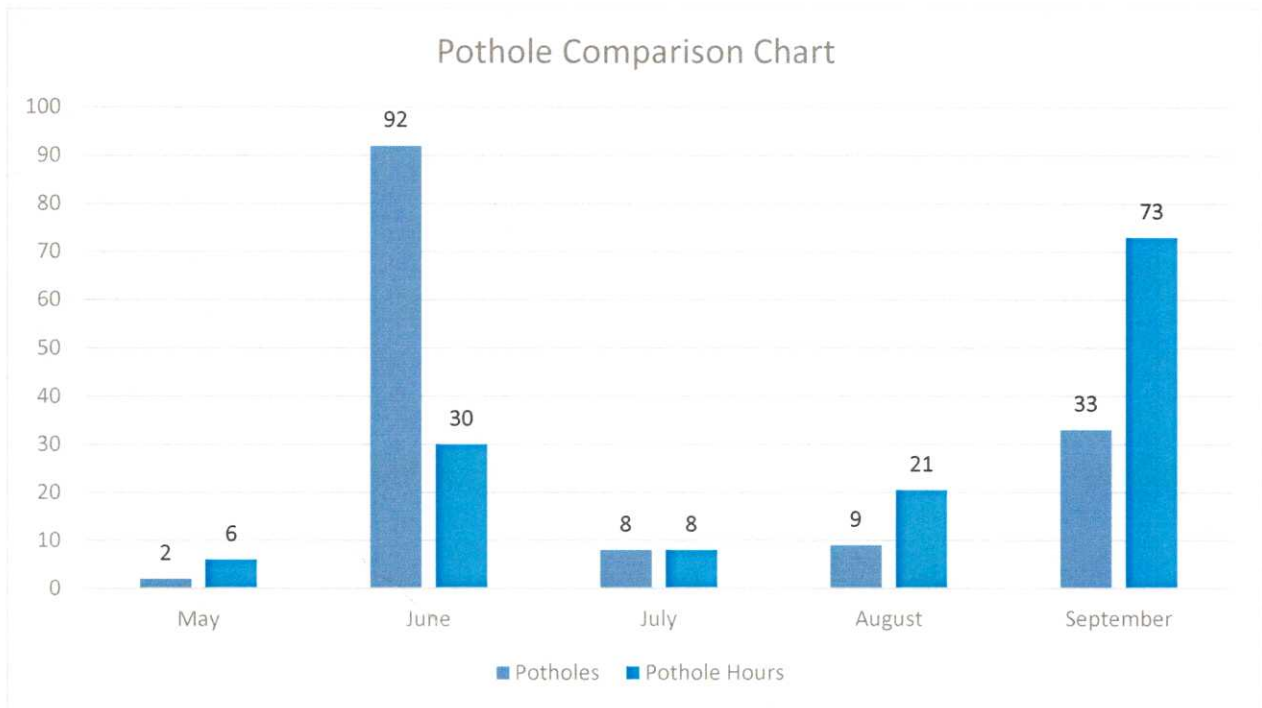
Page Views	300
Page Likes	49
Post Reach	8,562

Public Services Department – Public Works Division
September 2021

Pothole Comparison

The purpose of this chart is to gauge the amount of time spent repairing potholes and the number of potholes repaired in that time frame. It is also going to be used to show how long it currently takes to repair potholes in comparison to how long it will take when the milling head is used to make repairs.

NOTE: In the month of September The Public Works Department made repair to 33 potholes throughout the City of White House; similar to the month of August most of the repairs were made to Patana Drive, Meadowbrook Lane, Daisy Court and the surrounding roadways. Pleasant Grove Road, Boyles Road, McCurdy Road, and Brooklawn Drive also had potholes to repair. Unfortunately, the repair on Brooklawn Drive was required due to delamination of asphalt that was installed within the last two and half years. This area has been identified as needing full depth reclamation, up to and including removing asphalt, excavating base material and reinstallation of new base stone and the reinstallation of new asphalt, to properly repair this roadway specifically in the cul-de-sac. The repair that was made in is a temporary measure and will only present itself again under heavy rain events.



-The goal for this particular job task is 50 potholes per month. When this chart is completed each month consideration will be given to the size of the potholes that have been repaired that month.

**Public Services Department – Public Works Division
September 2021**

Pothole Complaint Response Time

According to Ordinance the Streets and Roads Department is required to respond to a pothole complaint within 24 business hours from the time the complaint is made until time a satisfactory repair is made.

NOTE: Repairs that extended past a 24-hour response was due to the issue being reported during a weekend day and were repaired as soon as possible during normal business hours.

STREET ADDRESS OF COMPLAINT	DATE COMPLAINT LOGGED	DATE COMPLAINT RESOLVED	ELAPSED TIME BEFORE REPAIR MADE
115 and 117 McCurdy Road	Saturday September 4 th , 2021 2:14 PM	Tuesday September 7 th , 2021 12:54 PM	2 Days and approx. 23 hours
101 Larkspur Court	Sunday September 5 th , 2021 3:02 PM	Tuesday September 7 th , 2021 11:00 AM	1 Day and approx. 20 hours
100, 301 and 305 Meadowbrook Lane	Sunday September 5 th , 2021 3:03 PM	Tuesday September 7 th , 2021 10:55 AM and 11:00 AM	1 Day and approx. 20 hours
101 Daisy Court	Identified during repairs at afore mentioned addresses	Tuesday September 7 th , 2021 11:06 AM	Immediate repair
Patana Bridge and Meadowbrook Intersection	Identified during repairs at afore mention addresses	Tuesday September 7 th , 2021 11:06 – 11:38 AM	Immediate repair
3451 Pleasant Grove Road	Identified by Public Works Department	Tuesday September 7 th , 2021 12:57 PM	Immediate repair
Union Road shoulder failure	Identified by Public Works Department	Thursday September 9 th , 2021 3:51 PM	Ongoing repair
Pleasant Grove Road utility cut repair	Identified by Public Works Department	Wednesday September 29 th , 2021	Ongoing repair

Public Services Department – Public Works Division
September 2021

Identification of asphalt repairs

Brooklawn Drive delamination issue.

Before



After



Pleasant Grove Road utility cut, mill and fill repair.

Before



After



Public Services Department – Public Works Division
September 2021

Apache Trail Sidewalk Closure



The sidewalk on Apache Trail (nearest address is 209 Apache Trail) has been identified as a Public Safety Risk. This section of sidewalk has been closed as directed by City Administrator and Director of Public Services as of Thursday October 7th, 2021. This section of sidewalk will remain closed to the public until further notice.

**Public Services Department – Public Works Division
September 2021**

Monthly Work Log

Wednesday 09-01-2021

- Facility maintenance / ROW mowing / Safety Meeting

Thursday 09-02-2021

- ROW mowing / Stop Sign installation and removal of outdated Detour Signs on Dee Cee and SR-76

Monday 09-06-2021

- Holiday

Tuesday 09-07-2021

- Crew update meeting / Repaired potholes throughout the City of White House.

Wednesday 09-08-2021

- Removed dangerous trees on Old Hwy 31W / Cleared limbs obstructing view of Stop Signs in Northwood Subdivision / ROW mowing / Removed dangerous tree on N. Swift Road

Thursday 09-09-2021

- Asphalt repair on Union Road / Weekly vehicle and equipment inspections.

Monday 09-13-2021

- Installation of lights for Chamber of Commerce 50th Anniversary Event / Set-up in preparation for Emissions Testing / Installation of bases for Digital Speed Limit signs (Initial example of Traffic Calming Program).

Tuesday 09-14-2021

- Installation of light for Chamber of Commerce 50th Anniversary Event / Installation of bases for Digital Speed Limit signs (Initial example of Traffic Calming Program) / Delivered barricades to Chamber of Commerce for event / Picked up material needed to construct Welcome to White House sign enclosure / Repaired 2 Pedestrian Crosswalk Push Buttons at Hwy 31W and SR-76 Intersection.

Wednesday 09-15-2021

- Pick up manlift at Sunbelt Rentals needed to install lights for 50th Anniversary Event / Target Solutions / Facility and Fleet Maintenance / Picked up ordered parts for backhoes and picked up Unit 1328 after repairs were completed.

Thursday 09-16-2021

- Installation of lights for Chamber of Commerce 50th Anniversary Event

Friday 09-17-2021

- Installation of lights for Chamber of Commerce for 50th Anniversary Event

Monday 09-20-2021

- Crew update meeting / Safety initiative / Facility maintenance.

Tuesday 09-21-2021

- Crew meeting with Andy / Removed damaged asphalt from Brooklawn Drive / Removed lights from Chamber of Commerce 50th Anniversary Event / Closed Wilkinson Lane and set-up Detour for Wastewater due to a sewer force main repair.

Wednesday 09-22-2021

- Installation of poles and Digital Speed Limit signs on Calista Road / Replaced missing Stop Sign, in immediate fashion, on Star Place.

Thursday 09-23-2021

- Installation of poles and Digital Speed Limit sign on Calista Road / Traffic Control for Brush Collection Route

Monday 09-27-2021

- Continued installation of Digital Speed Limit Signs and Solar Panel on Calista Road

Tuesday 09-28-2021

- Evaluation and repair of Gridsmart Camera at SR-76 / Pothole repair through the City of White House

Wednesday 09-29-2021

- Pleasant Grove Road mill and fill repair

Thursday 09-30-2021

- Finished Pleasant Grove Road mill and fill repair

**Public Services Department – Public Works Division
September 2021**

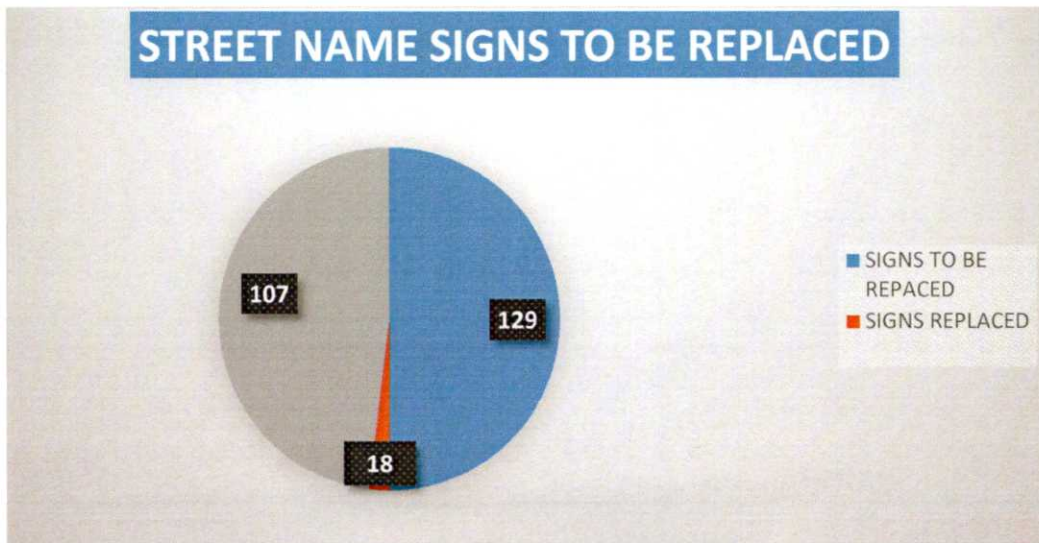
Subdivision Decorative Light LED Retrofit Project			
UPDATED September 2021	TOTAL LAMPS	TOTAL RETROFIT COMPLETED	TOTAL RETROFIT TO BE COMPLETED
High Mast Lights – I-65 Ramps	6	6	0
Briarwood Subdivision	9	9	0
Bridle Creek Subdivision	7	7	0
Business Park Drive	7	7	0
Hampton Village Subdivision	24	24	0
Heritage Trace Subdivision	5	5	0
Holly Tree Subdivision	44	44	0
Madeline Way	7	7	0
Magnolia Village Subdivision	27	27	0
Sumner Crossing Subdivision	21	21	0
Villages of Indian Ridge	10	10	0
Spring Brook Blvd	2	2	0
Baylee Ct	2	2	0
Totals:	171	171	0

NOTE: An evaluation was done to determine the accuracy of the given chart. It was determined that this chart is an inaccurate representation of the number of retrofits actually needing to be completed throughout the City of White House. After further evaluation of the given subdivisions, it was discovered that all lights were in fact retrofit to 45W or 54W LED Corncob Lights. This was a clerical error and is now rectified.

Street Name Sign MUTCD Compliance List

The purpose of this list is to track the updating and bringing into compliance The City of White House's Street name signs with the current requirements the Manual on Uniform Traffic Control Devices (MUTCD) Standards. Street name signs can no longer have all letters capitalized on the sign. (Harpers Way and Loves Lane Road Signs were installed in compliance with current MUTCD Standards).

NOTE: The remaining 129 signs have been ordered and delivered (these signs will be installed periodically from now until completion of project).



Public Services Department – Public Works Division
September 2021

Public Works/Streets & Roads Division

Total Hours Worked	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	21-Aug	21-Sep	YTD 20/21
Street	8,134	9,364	8,741	10,229	9191.25	655	934	10,289
Facility Maintenance	3494	2187	1,227	1,137	887.25	62	158	1093
Fleet Maintenance	1034	514	282	380	422.5	43	16	413
Meeting/Training	502	510	517	400	457	29	72	406
Leave	1,253	576	613	810	823	73	105	1310.9
Holiday	795	470	385	555	545	0	50	500
Overtime	508.5	488	414	311	152.75	6	20	264
Administrative	385	698	803	867	1153.25	196	181	2,153
Drainage Work (feet)	0	906	2749	10	0	0	0	546
Drainage Man Hours	0	1470	1045	170	14	0	0	587.28
Debris Removed Load	0	100	35	44	0	0	0	0
Sweeping Man Hours	0	18	13	0	0	0	0	0
Mowing Hours	0	22	175	219	221	38	44	582
Curb Repair	0	0	0	15	0	0	0	15
Shoulder LF	0	4485	630	5	640	0	0	30
Shoulder Hours	0	155	160	49	176	0	0	10
# of Potholes	0	250	473	346	385	9	33	349
Pothole Hours	0	759	734	1,181	831.5	21	73	404.75
R-O-W Hours	0	2835	2416	4,027	3044.5	81	133	2,716
Sign/Repaired	0	120	91	84	63	20	7	82
Sign Work Hours	0	289	179	234	109	32	92	211
Salt Hours	0	10	143	24	76.5	0	0	0
Salt Tons	0	12	20	23	18	0	0	0
Decorative Street Light Hours	0	57	46	125	133.5	24	0	55
Traffic Light Hours	0	0	65	20	158	2	11	77

Sanitation Division

Sanitation Division	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	21-Aug	21-Sep	YTD 20/21
Total Hours Worked	2,685	3,634	4,406	4,024	4200.5	360	360	4,568
Facility Maintenance	3494	723	446	574	394.5	73	75	523
Fleet Maintenance	1034	488	445	331	294.5	10	29	238
Meeting/Training	502	265	130	135	127.5	17	17	145
Leave	1,253	428	700	476	336	40	20	570
Holiday	795	270	230	230	230	0	20	230
Overtime	508.5	119	4	12	39.5	0	0	8
Administrative	385	167	1	0	72.5	2	0	46
Sweeping Man Hours	0	1	0	0	0	0	0	0
R-O-W Hours	0	166	30	97	170	13	42	434
Salt Hours	0	0	0	0	0	0	0	0
Salt Tons	0	0	0	0	0	0	0	0

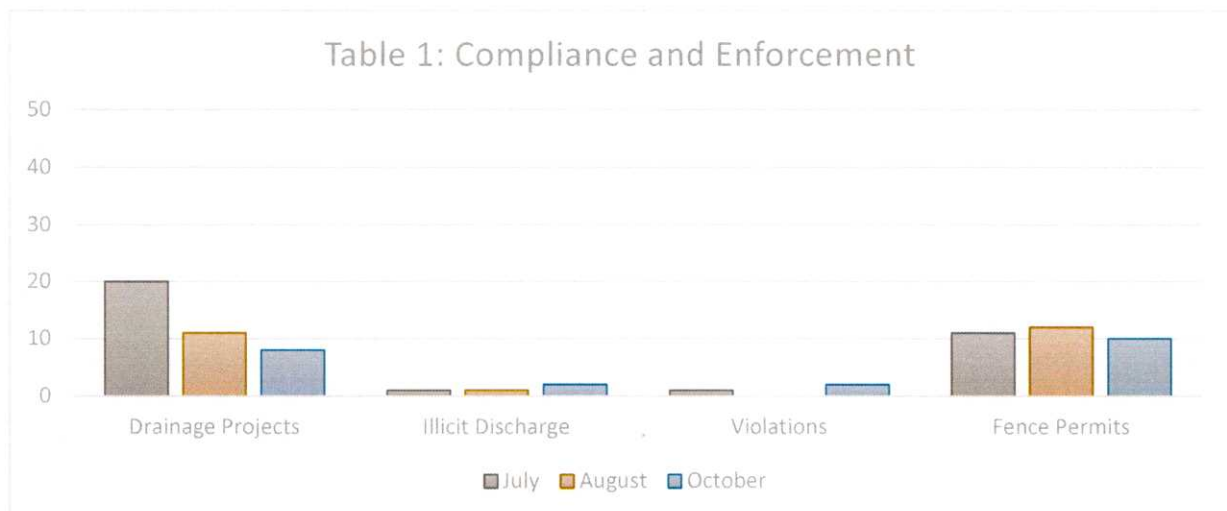
Sanitation	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	21-Aug	21-Sep	YTD 20/21
Brush Collection Stops	5,944	6,080	5,605	5,620	5161	518	586	7,045
Brush Truck Loads	459	551	522	578	584	49	41	638
Leaves Pickup Bags	3741	3,542	3,422	3,535	2934	349	198	4,940
Brush/Leaves Hours	1366	1,492	1,239	1,300	1225.5	118	105	1,470
Litter Pickup Bags	334	507	546	511	456	52	26	476
Litter Pickup Hours	1147	1132	985	957	892	87	52	846

Public Services Department – Stormwater Division
September 2021

Administrative Notes

- No complaints reported regarding flooding during the 2.5 inches of rainfall from the week of August 26th.
- The department issued 10 fence permits during the month of September.
- Infrastructure installed within drainage conveyance at 1015 Piccadilly Drive.
- Overgrown vegetation and limbs obstructed flow were removed from Honey Run Creek.
- Curb inlet at the Soccer Complex was hydro-excavated to remove accumulated sediment and debris and exposed headwall for TDOT to further unclog ditch line.
- TDEC acknowledge receipt of stormwater permits for the WWTP expansion.
- Street Sweeping efforts are continuously being maintained along HWY 31W, HWY 76 and Tyree Springs to remedy track out for construction activity. A notice of violation with a civil penalty was issued to Brad Edwards and Associates for repeat offenses.
- Rehabilitated detention pond at 408 Hunterwood Drive. Endangered species (streamside salamander) sighted and reported to TDEC.
- Word on White House excerpt submitted for publication to provide educational awareness on the purpose and benefits of a stormwater utility fee.
- Springbrook drainage project is *delayed* due to nationwide material shortage. Estimated 10-12 weeks for pipe.
- A notice of violation with civil penalty has been issued for two illicit discharges; One to Bojangles for sanitary sewer overflow into a storm drain and another to Tennessee Construction Associates for a color contrast to surface water on Portland Rd/Tyree Springs Rd.
- We have received 2 drainage complaints: 307 Tyree Springs Rd and 910 Meadowlark. All driveways are compromised with excess sediment buildup and pine needles. Work would require a swale or rip rap apron for stabilization and proper flow. Residents are experiencing excessive ground saturation but no flooding.
- The stormwater department applied for a grant: Arbor Day Foundation.
- TDEC Annual report was submitted on September 21st detailing our programs progress for this fiscal year. We have an expected audit in 2023.
- The City has requested demos for budgetary quotes on the following capital items: street sweeper, vac truck and box culverts at Hobbs/Villages/Apache.
- The City inspected 2 civil disputes in which a pipe is diverting flow on the downstream property at 1021 Briarwood Drive and 216 Eastside Drive.
- A notice of noncompliance via email was issued to The Reserve at Palmers Crossing due to failure to maintain erosion and sediment controls. Mud and debris were observed on the greenway.

Table 1: Compliance and Enforcement



Public Services Department – Stormwater Division
September 2021

Stormwater Work Orders

Our objective is to establish and maintain a proactive approach to minimize any potential for localized flooding within City limits. This includes but is not limited to ditch maintenance. In addition, a large part of this objective is to respond to citizen complaints in a timely manner.

Below are the work order requests and summaries that have been completed for the month of April:

<i>Address</i>	<i>Scope of Work</i>	<i>Status</i>	<i>Notes</i>
<i>VueWorks</i>	Training: Updated asset management and work order systems	Work Order: 092421008 <i>Complete</i>	
<i>209 Cardinal Drive</i>	Repaired drainage conveyance	Work Order: 092321003 <i>Complete</i>	

Public Services Department – Stormwater Division
September 2021

*Tyree Springs
Road*

Illicit
Discharge

Work Order:
092021002

Complete



*223 Rolling
Acres Dr.*

Drainage
Mitigation

Work Order:
091421006

Complete



514 TN-76

Bojangles –
sanitary
sewer
overflow

Work Order:
090921004

Complete



Public Services Department – Stormwater Division
September 2021

*202 Dorchester
Drive*

Repair
washouts
and ruts in
residential
front yard

Work Order:
090221009

Complete



*Street
Sweeping*

City Limits

Work Order:
090221006

Complete



**Public Services Department – Stormwater Division
September 2021**

<u>Stormwater Division</u>					
Total Hours Worked	FY 15/16	FY 19/20	31-Aug	30-Sept	YTD 20/21
Stormwater	5,744	7,204	931	933	13,852
Work Orders	0	69	11	8	197
Overtime	508.5	262	0	0	185
Facility Maintenance	3,494	638	89	99	790
Fleet Maintenance	1,034	314	72	106	992
Administrative	385	1,138	193	176	2,395
Drainage Work (feet)	0	3,988	410	175	8,038
Drainage Man Hours	0	1,371	291	161.5	4,031
Debris Removed Load	0	188	8	5	224
Sweeping Man Hours	0	309	62	54.5	528
Mowing Hours	0	102	22	24	460
R-O-W Hours	0	1,506	0	0	45
Shoulder/Curb Hours	0	0	0	0	40

Public Services Department – Stormwater Division
September 2021

RIGHT-OF-WAY MOWING

Monthly

Work Order #	Type of SCM	Location:	Date:
<u>092321003</u>	Swale	Cardinal Drive	09/23/2021
<u>091421006</u>	Swale	Rolling Acres Dr	09/13/2021

SWEEPER LOGS

Monthly

4 cu.yd hopper/ actual usage- 3.0 cu.yd=4.5 tons

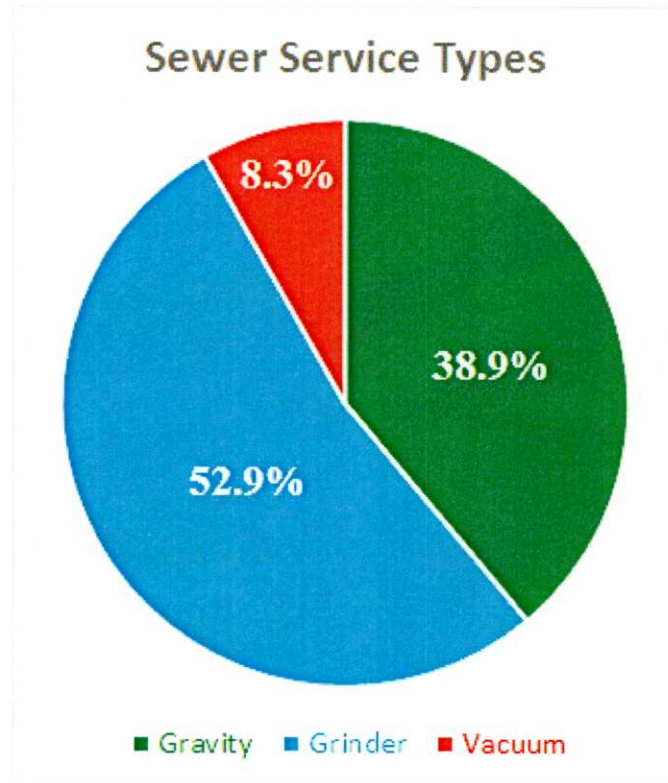
Date	Time	Mileage	Tons	Subdivision / Street
09/01/2021	6	25	8	Magnolia Village, Covington Heights, Northwoods
09/02/2021	6	23	8	Morgan Trace, Tison Ln, Springbrook, Meadowbrook
09/07/2021	7.5	30	6	Kensington Bend, Northwoods, Orchard Park
09/08/2021	7	28	8	Hampton Village, Sage Rd
09/09/2021	7	20	8	Indian Ridge, Hwy 31W
09/27/2021	7.5	20	2	Indian Ridge
Totals:	41	146	40	

**Public Services Department - Wastewater Division
September 2021**

Collections System Activities:

The City of White House operates a dynamic and unique sanitary sewer system consisting of gravity services, low-pressure grinder services, and vacuum services. As of September 30th, 2021, City personnel count a total of **5,637** sewer system connections, with **10 new** applications for service in September, 2021. Totalized counts of each type of connection are provided below:

Gravity Sewer Connections	2,191
Low-Pressure Grinder Sewer Connections	2,981
Vacuum Connections	465



The City counts **187** commercial grinder stations, **2,794** residential grinder stations, and **26** major lift stations integrated into our system.

811 Utility Locate Service:

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 16/17</u>	<u>FY 17/18</u>	<u>FY 18/19</u>	<u>FY 19/20</u>	<u>FY 20/21</u>		<u>September 2021</u>	<u>YTD</u>
Tennessee 811	1,670	1849	2315	2680	2933		435	1575

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

Our goal is to reduce the number of responses through an ongoing, proactive maintenance program at the major lift stations. However, there are uncontrollable factors that create an alarm condition; such as high-water levels due to large rain events, loss of vacuum, power outages, and/or loss of phase. These types of alarms notify us that a problem exists. A service technician can access the SCADA system from any location via a smart device and acknowledge the alarm. The SCADA system at every lift station will allow the technician to remotely operate the components at the station. **We are having Grundfos upgrade the V-cards at four of the station to make them more compatible with the 5G signal. This should be completed by the end of October.**

**Public Services Department - Wastewater Division
September 2021**

<u>Lift Station Location</u>	<u>FY 16/17</u>	<u>FY 17/18</u>	<u>FY 18/19</u>	<u>FY 19/20</u>	<u>FY 20/21</u>		<u>Sep 2021</u>	<u>YTD</u>
North Palmers Chapel	22	23	8	3	1		1	1
Calista Road	55	13	4	2	1		0	1
Wilkinson Lane	8	4	1	3	1		0	0
Portland Road	1	4	1	0	1		0	0
Cope's Crossing	17	15	7	8	6		1	1
Union Road	8	17	6	6	9		0	0
Meadowlark Drive	11	6	4	2	1		1	1
Highway 76 (Springfield)	1	0	1	1	0		0	0
Cambria Drive	0	0	1	4	3		0	0
Sage Road (Hester)	7	2	0	1	0		0	0
Kensington Green	n/a	n/a	n/a	1	0		0	0
Grove at Kendall	n/a	n/a	n/a	n/a	n/a		0	0
Settler's Ridge	0	1	1	1	1		0	0
Summerlin	0	0	2	5	22		0	0
Heritage High School	22	0	2	1	0		0	0
Loves Truck Stop	n/a	n/a	n/a	0	0		1	1
Concord Springs	n/a	n/a	n/a	0	0		0	1
Parks Temporary	n/a	n/a	n/a	0	0		0	0
Fields at Oakwood	n/a	n/a	n/a	n/a	2		0	0
Treatment Plant	1	6	4	6	3		0	0

Alarms:

Alarm at Copes Crossing station was caused by an electrical failure within the pump control panel causing temporary loss of power to the pumps which led to an overflow event. The control panel has been replaced.

Alarm at North Palmers Chapel station was caused by a clogged vacuum equalization line sending the station into a high-water alarm. The line was cleaned/cleared, and the station returned to normal operation.

Alarm at Meadowlark station was caused by a mat forming in the wet well which interfered with the floats and transducers that control the pumps, causing the station to enter high water and overflow. The station was made operational, and was then cleaned via vactor truck and the mat removed.

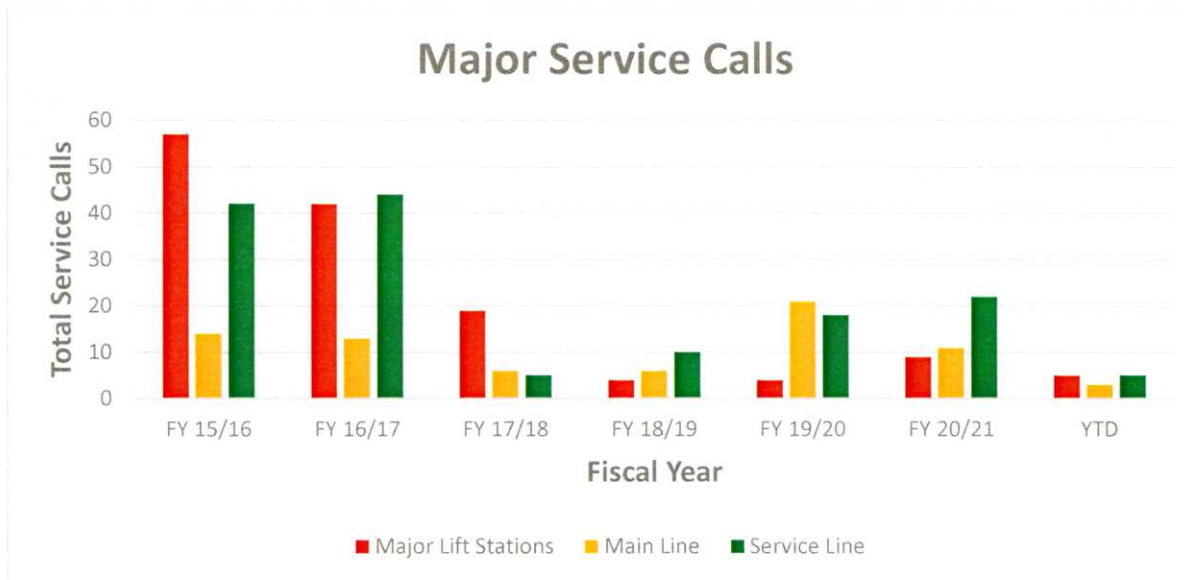
Alarm at Loves station was caused by a pump getting jammed by an article of clothing, and the station entering high-water. The pump was cleared and the station returned to normal operation.

Public Services Department - Wastewater Division
September 2021

System Repair Goals:

The goal is to minimize failures with the major lift stations and the mainline gravity, low-pressure and high-pressure force-mains, and the air-vacuum systems. Key personnel have been trained over the last three (3) 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 the lift stations are either at or near their anticipated 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. Under these circumstances the City must make repairs; and if the line break was due to negligence, the responsible party will be billed. In some cases, the breaks are due to weather events or age.

<u>Repairs</u>	<u>FY 16/17</u>	<u>FY 17/18</u>	<u>FY 18/19</u>	<u>FY 19/20</u>	<u>FY 20/21</u>		<u>Sep 2021</u>	<u>YTD</u>
Major Lift Stations	42	19	4	4	9		2	5
Main Line	13	6	6	21	11		2	3
Service Line	44	5	10	18	22		2	5

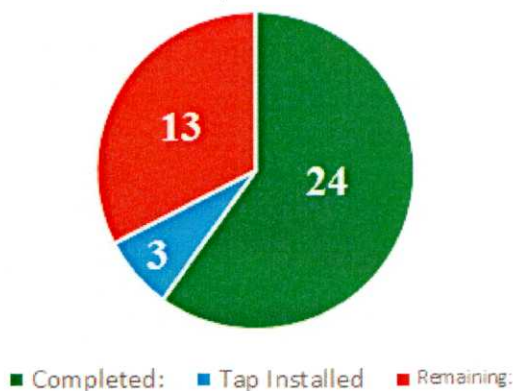


- Line Breaks** – Two main-line breaks occurred in September, 2021; both on the same day (09-21-2021). The first break was caused by an air release valve (ARV) that broke loose from the 6" force-main that runs up Industrial Dr from the Hwy 76 station to the WWTP. The second break occurred in the 8" force-main that runs up Wilkinson Ln from the Wilkinson station to the 10" Northern Force-Main. The break was a hairline fracture in the pipe approximately 5' long, roughly 50' outside of the lift-station, which resulted in an overflow event into the adjacent creek. No surficial damage was observed at the scene, and it is suspected that the underlying cause of the pipe failure for both line breaks was the age of the respective pipes.
- Settler's Ridge** – In August 2017, just days before Tropical Storm Harvey arrived in White House, a contractor ran over the pump station with a lull. The damage was evaluated the week after Harvey had passed. The tank, rails, and lid were all damaged beyond repair and therefore are on order for replacement. This is a pump station not yet taken over by the City. It shall be repaired and fenced for the City to take it over. **Tank has been delivered to the developer. The corrective action requirements for this station is for the developer and/or contractor to hire a company to patch the damage and supply the City with the replacement tank and a 2-year warranty on the repair, which has not yet been completed.**
- Concord Springs** – Operationally, the station punch list has been completed and the station is working correctly. The Concord Springs lift-station was conditionally accepted by the City on 07-24-2020, with the agreement that the Contractor/Developer would complete installation of the privacy slats in the station fence, as well make satisfactory repairs to the station's access road. **Repairs to the station and access drive have been completed and deemed adequate by City personnel.**

Public Services Department - Wastewater Division
September 2021

4. **The Parks** – The lift station at the Parks subdivision was also started successfully. The 10” sewer line has been completed and tested. The station has been set in place and came online as of September 7th.
5. **Wilkinson Lane Station** – Station is again running on both pumps. WASCON is working with the City and several different suppliers on installing HDPE piping in the station. The DIP discharge piping is showing severe signs of decay. We anticipate roughly one year of operation before the pipe fails again. This will be the 4th time this station has had to be re-piped, so we have chosen a rigid, yet flexible pipe.
6. **Sewer Model Update and Master Plan Update** – The Sewer Model and Master Plan Updates being conducted by Jacobs Engineering are complete and in final review. Completed Model Update for the Southern Force-Main and Copes Crossing lift-station has revealed that they have exceeded their designed capacity, and will need to be upsized (or have existing flow removed) to accommodate further development on the southern and eastern sides of town. Additionally, the Meadowlark and Union lift stations have reached their wet-weather capacities. Crews have identified sources of infiltration and inflow (“I&I”) and are working to resolve, beginning with Meadowlark station. Jacobs Engineering has compiled the final combined report for both the Sewer Model Update and the Master Plan Update. Plans are in motion to construct a new 18” Southern Force-Main to ease flow restrictions on the existing main, and to reroute a significant volume of flow off the Copes Crossing station and into the proposed Farmstead station set to begin construction this year.
7. **Vacuum-to-Gravity Conversion Projects:** The North Palmers Chapel vacuum-to-gravity conversion project has begun for the remaining vacuum service customers on North Palmers Chapel Rd and College St Extension from the greenway to Tyree Springs Rd. This project will remove 23 vacuum services from the North Palmers vacuum station, and reroute them to the Copes Crossing station via a new gravity line. A pre-construction meeting was held with L&G Construction on September 2nd. L&G installed their erosion control and began mobilizing materials to the site on September 3rd. The existing terminal manhole was re-surveyed on September 7th, and L&G crews began stripping soil and setting pipe. As of October 12th, the new gravity line has extended to 425 North Palmers Chapel Rd, and they will soon begin converting vacuum service connections to gravity services.
8. **Septic-to-Sewer Conversions** – The City continues to make progress on septic to sewer conversions. An additional eight (8) addresses have been approved by the Board to be added to the original list of septic-to-sewer conversion projects. Four (4) conversions were completed in the 2020/2021 budget year, and three (3) additional taps were pre-emptively installed in anticipation of additional projects. In recent consultation with Public Works regarding upcoming paving schedules, the department plans to target five (5) conversion projects on Union Rd (requiring three (3) additional taps) in mid to late 2021. The department is evaluating bidding out the remaining conversions as a single project. An additional sewer tap has been installed for the storage units. The sewer conversion for 2966 Union Rd has also been completed. A total of 24 projects have now been completed on the list of 40.

Septic-to-Sewer Conversions:



Septic-to-Sewer Conversion Goals
July 2021 - June 2022



**Public Services Department - Wastewater Division
September 2021**

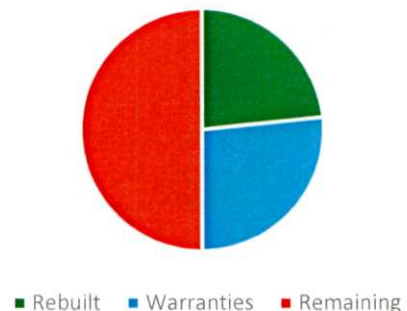
<u>Work Orders</u>	<u>FY 16/17</u>	<u>FY 17/18</u>	<u>FY 18/19</u>	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>Sep 2021</u>	<u>YTD</u>
Vacuum System Service Request	172	143	112	82	78	7	21
Gravity Service Request	12	0	10	13	20	9	23
Low Pressure Service Request	716	621	728	770	702	66	210
Total Pumps Replaced	338	401	361	449	492	50	142
Total Pumps Rebuilt	n/a	n/a	n/a	n/a	135	5	35
Total Warranty Pumps Returned	n/a	n/a	n/a	n/a	n/a	4	40
Grinder Tank PM Program	58	63	358	267	219	7	25
Open Trench Inspections	23	54	103	226	409	51	235
Final Inspection for New Service	55	56	62	110	248	27	123
Sanitary Sewer Overflow (SSO)	9	1	3	49	19	5	11
Odor Complaints	17	28	43	43	35	1	4

Pump Rebuilds:

The capital outlay budget was designed for a total purchase of 275 new E-One grinder pumps for the 2020/2021 Fiscal Year. However, 492 grinder pumps were needed to meet all the service call requests for the year. To supplement the amount of pumps on-hand, the department rebuilt 135 pumps throughout the year, in addition to all warranty-return pumps received.

For the 2021/2022 budget year, the department has budgeted for the purchase of approximately 350 new pumps, and anticipates that 500 pumps will be required throughout the year. To further supplement the number of pumps on-hand, personnel will rebuild an estimated 100 E-One pumps throughout the year, and anticipates 50 warranty-returns. Wascon rebuilds all pumps that fail prior to expiration of their 5-year and 3-month warranty period.

**50.0% of Needed Pumps
Rebuilt**



**Public Services Department - Wastewater Division
September 2021**

Treatment System Activities:

Wastewater Treatment Plant Goals:

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>Parameter</u>	<u>Jun - 21</u>	<u>July - 21</u>	<u>Aug - 21</u>	<u>Sep - 21</u>	
Flow – To Creek	0.486 MGD	0.516 MGD	0.459 MGD	0.621 MGD	MGD = Million Gallons/Day
Flow – To Spray Field	0.083 MGD	0.147 MGD	0.232 MGD	0.115 MGD	
Total Flow Through Plant	0.569 MGD	0.663 MGD	0.691 MGD	0.736 MGD	
Capacity	1.400 MGD	1.400 MGD	1.400 MGD	1.400 MGD	
% of Plant Throughput	40.6%	45.2%	49.3%	52.6%	(0.736 MGD) / (1.40 MGD)
Actual Capacity	1.120 MGD	1.120 MGD	1.120 MGD	1.120 MGD	(1.4 MGD x 80%)
% of Allocated Capacity	50.8%	56.5%	57.5%	65.7%	(0.736 MGD) / (1.12 MGD)
Rainfall	3.86"	5.95"	4.51"	5.98"	

<u>Effluent</u>	<u>FY 15/16</u>	<u>FY 16/17</u>	<u>FY 17/18</u>	<u>FY 18/19</u>	<u>FY 19/20</u>	<u>FY 20/21</u>		<u>Sep 2021</u>	<u>YTD</u>
Violations	7	7	13	7	12	7		1	3

1. **Violations:** One violation for Total Phosphorus Rolling Average in pounds per year. This will continue until the new plant is operational. Violations may continue for several months after completion of construction until the annual rolling average can be reduced below the violation limits by the new facility.
2. **TDEC Order and Assessment:** On July 15th, 2020, TDEC issued the City of White House an Order and Assessment notice in the amount of \$63,040 for a total of 29 violations that occurred between March 2018 and February 2020 (the only unresolved violation being the rolling total phosphorous average). An initial payment in the amount of \$12,608 was required within 30 days, with other penalties only being applicable if the provisions of the order and assessment were not met. Two (2) provisions were of concern to City staff: The City must begin to initiate the implementation of the state-approved plans for the WWTP expansion within 90 days; and the City must remain within “significant compliance” of the facility’s permit for a period of two (2) years following completion of construction of the new facility. City personnel spoke with TDEC officials on July 29th, and were able to confirm that the City is already compliant with the 90-day initiation period as a result of the progress made with the SRF Loan process for the facility, and received an extension of the “significant compliance” period to begin one (1) year after completion of construction, to allow for the influence of the old facility’s treatment effectiveness on annual rolling averages to be completely phased out. An estimated approximate timeline of anticipated steps required to complete the SRF process and to move forward with plant bidding/construction has been provided below. **The City received written confirmation of this arrangement from TDEC on August 7th, 2020.**
3. **H2S & Ferric Sulfate:** We have moved away from the Ferric Sulfate feed. The City will be employing air scrubbers that pull the H2S through a series of filters. These units will be installed at Cope’s Crossing and Wilkinson Lane stations.

Public Services Department - Wastewater Division
September 2021

4. **Peracetic Acid:** TDEC has approved our use of PAA as the method of disinfection and has modified our NPDES permit accordingly.

The PAA feed rate is operating at a constant **2.50** parts per million (ppm). The average residual was **0.02** PPM with a max residual of **0.10** PPM. *Last month the feed rate was 2.50 ppm.*

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 **941/1000ml**. Our E Coli testing for the month was an average of **15.2 CFU's** which is well below the limit. *Last month the average was 25.7.*

**Public Services Department - Wastewater Division
September 2021**

WWTP Expansion Project:

Pre-Construction Timeline:

- **10-03-2019:** City of White House submitted WWTP Facilities Plan to TDEC.
- **02-25-2020:** TDEC/SRF issued Facilities Plan Comment Letter to City of White House.
- **04-23-2020:** Facilities Plan Addendum submitted.
- **05-06-2020:** City of White House submitted Fiscal Sustainability Plan Certification Letter to TLDA as part of State Revolving Fund (SRF) Loan requirements needed to finance the project (SRF Loan #2021-449)
- **05-26-2020:** Financial Sufficiency Review submitted for SRF Loan.
- **08-04-2020:** Public advertisement for SRF Loan Public Meeting began.
- **08-10-2020:** TDEC/SRF approved the current City of White House Sewer Use Ordinance.
- **08-19-2020:** City of White House and Jacobs Engineering hosted SRF Loan Public Meeting.
- **08-20-2020:** Project Performance Standards submitted to TDEC/SRF.
- **08-31-2020:** SRF Loan Public Meeting minutes from 08-19 meeting, as well as proof of meeting advertisement submitted to TDEC/SRF.
- **09-03-2020:** WWTP Expansion Project stamped and approved plans submitted to TDEC/SRF for review.
- **09-04-2020:** TDEC/SRF formally approved the City of White House WWTP Expansion Project Plan of Operation.
- **09-09-2020:** TDEC/SRF released Environmental Assessment for the WWTP Expansion Project.
- **09-17-2020:** TLDA released Finding of No Significant Impact (FNSI) package to City of White House.
- **10-15-2020:** City of White House Board of Mayor and Aldermen voted to approve Resolution #20-24 to apply for SRF Loan #2021-449 in the amount of \$12,448,000 to fund the WWTP Expansion Project.
- **10-27-2020:** TDEC/SRF issued Facilities Plan Approval for WWTP Expansion Project.
- **11-11-2020:** SRF Loan Application package submitted for loan #2021-449.
- **12-14-2020:** TLDA Board approved the City of White House Loan Application Package for SRF Loan #2021-449.
- **12-17-2020:** City of White House formally approved "100% Final Plans and Addendums" as designed by Jacobs Engineering for WWTP Expansion Project.
- **12-23-2020:** Justification for Sole Source Equipment Procurement submitted to TDEC/SRF for WWTP Expansion Project.
- **01-12-2021:** TDEC/SRF granted final Land Approval for the WWTP Expansion Project.
- **01-22-2021:** TDEC/SRF approved Plans and Specifications for the WWTP Expansion Project, and cleared City to begin advertisement period for bids.
- **02-16-2021:** WWTP Expansion Project bid advertisement published in multiple sources.
- **03-09-2021:** Pre-bid conference for WWTP Expansion Project conducted at 725 Industrial Dr, White House, TN.
- **03-31-2021:** Bids opened for WWTP Expansion Project.
- **04-01-2021:** City began review process for Construction Bids for WWTP.
- **04-12-2021:** City submits request to SRF for review of an \$8,000,000 increase to the SRF loan in response to received bids.
- **04-15-2021:** City of White House Board of Mayor and Aldermen voted to accept bid by Reeves Young in the amount of \$20,990,00 for the Wastewater Treatment Plant Expansion Project.
- **04-28-2021:** Complete bid package for WWTP Expansion Project submitted to TDEC/SRF for approval.
- **04-29-2021:** TDEC/SRF completed Financial Sufficiency Review for City's \$8,000,000 SRF loan increase request.
- **05-14-2021:** TDEC/SRF confirms that the City can award the WWTP Expansion Project bid contract without voiding the request for the additional \$8,000,000 SRF loan.
- **05-14-2021:** TDEC/SRF issued Authority to Award letter to the City for \$20,990,000 bid contract with Reeves Young.
- **05-18-2021:** City formally awards WWTP Expansion Project bid to Reeves Young for \$20,990,000.
- **05-24-2021:** Bid bonds returned to Reeves Young and Adams Robinson for WWTP Expansion Project.
- **06-01-2021:** Executed bid contract received from Reeves Young for WWTP Expansion Project.
- **06-23-2021:** Pre-Construction Meeting held at 105 College St for City of White House WWTP Expansion Project.
- **06-24-2021:** SRF Loan application for additional \$8,000,000 SRF loan submitted to TDEC/SRF.
- **06-28-2021:** City Resolution and additional documentation submitted to TDEC/SRF for additional \$8,000,000 SRF loan to help fund the WWTP Expansion Project.
- **07-02-2021:** City submitted completed Fiscal Sustainability Plan to TDEC.
- **07-06-2021:** Executed Notice to Proceed given to Reeves Young by Jacobs Engineering on behalf of the City of White House.

**Public Services Department - Wastewater Division
September 2021**

WWTP Expansion Project:

Construction Timeline:

- **07-06-2021:** Executed Notice to Proceed given to Reeves Young by Jacobs Engineering on behalf of the City of White House.
- **07-22-2021:** Construction Trailer and Inspectors Trailer delivered and set in place.
- **07-26-2021:** Power installed for both trailers.
- **07-27-2021:** Water and sewer installed for both trailers. Construction entrance relocated to avoid existing guy-wires and radio tower. Mid-TN began installing silt fence.
- **07-28-2021:** Kickoff meeting held between City of White House, Reeves Young, and Jacobs Engineering. Discussed on-site safety. Discussed subsurface structure supports being changed from mortar/concrete to vibro-compacted stone (this is both a time and cost saving process). Discussed contacting Terracon to see if they do more than concrete testing. Reeves Young to take photos/videos throughout construction process. Mid-TN completes silt fence installation.
- **07-29-2021:** Reeves Young submits City Land Disturbance Permit application to Stormwater Division. Reeves Young working on backfilling around silt fence.
- **07-30-2021:** Reeves Young crew working on installation of Safety/Sign Station, and second set of steps for office trailer.
- **08-02-2021:** Reeves Young completes steps for office trailer. City of White House Stormwater Division inspects and approves silt fence. Waiting for TDEC approval of submitted SWPPP, NOI, and ARAP applications.
- **08-03-2021:** TN Hydrovac on-site at approximately 07:15am to hydroexcavate and spot existing 8" Western Force-Main. Reeves Young completed construction entrance. 10 loads of stone delivered. Dumpster delivered. Additional check-dams installed and silt fence reinforced with stone.
- **08-04-2021:** TN Hydrovac returned to site to hydroexcavate and spot existing water line, and continue to spot-locate existing 8" line. Bioreactor locations staked out.
- **08-05-2021:** Installed additional hydrant on water line at Pump House.
- **08-09-2021:** Fuel tank delivered to construction site, along with fire cabinets.
- **08-10-2021:** Reeves Young management crew on-site, but no laborers. Fuel tank pad completed. Lull delivered. Fire cabinets delivered. Fuel tank delivered.
- **08-11-2021:** On-site GPS receiver positioned. Battery box and solar charger installed for fuel tank. Reeves Young mowed jobsite.
- **08-12-2021:** Conex trailer delivered. Jacobs Engineering continued mowing jobsite.
- **08-13-2021:** No work being done. Management crews on-site.
- **08-16-2021:** Slight shower overnight, but did not disrupt activities on-site. Reeves Young crew on-site at approximately 10:00am, cleaning out Conex trailer. Received 8" C900 pipe and fittings for 8" Western Force-Main relocation. City personnel discussed line stop needs with Reeves Young. A laborer broke a guy-wire for EMS tower while driving a lull. No damaged noted to the tower itself, and no injuries from the incident. Fire Chief came out to inspect. Reeves Young is willing to pay to have it fixed and is filling out a report on their end.
- **08-17-2021:** 0.01" rain yesterday did not impact work. Reeves Young personnel on-site at approximately 10:30; began spotting 8" Western Force-Main at approximately 13:30 at the valve, and left T uncovered/fenced-off for the night.
- **08-18-2021:** Reeves Young crews beginning to lay out Western Force-Main; both connection points exposed. Backfilling and compacting fine stone in trench with roller. Heavy down-pour of 0.09" from 11:30-11:36, during which time Reeves Young personnel broke for lunch. Light rain resumed at 12:20, but did not impact ditch integrity; Reeves Young crew begins assembling 8" line. Heavier rain begins at 16:15 with Reeves Young personnel already off-site.
- **08-19-2021:** Reeves Young continuing to lay 8" force-main. Both hot-taps completed. Reeves Young instructed to backfill under and around valves with #57 stone, mega-lugs and formed kickers being used at bends.
- **08-20-2021:** Reeves Young continuing to lay 8" force-main, and trucking in loads of stone. One water truck delivered.
- **08-23-2021:** Reeves Young continuing to lay 8" force-main.
- **08-24-2021:** Reeves Young continuing to lay 8" force-main, and clearing soil behind Oxidation Ditch.
- **08-25-2021:** Reeves Young continuing to clear soil. One of two test caps installed on new section of 8" line. Line-stop installation delayed due to Consolidated Pipe crew being reassigned to respond to an emergency. Line will be pressure-tested for 2 hours at 100 psi. Bulldozer delivered.
- **08-26-2021:** New 8" line filled and flushed. Second water truck delivered to site, along with track-hoe and sheeps-foot roller. Reeves Young continuing to clear soil for aeration basins. 8" line failed pressure test.
- **08-27-2021:** Reeves Young continuing to clear soil. 8" line retested and passed.
- **08-30-2021:** 8" line-stops installed. New line now live (663.4 linear feet of new line) and backfilled. Reeves Young continuing to move soil, and has begun compacting in previously cleared areas. Heavy rains anticipated overnight.

**Public Services Department - Wastewater Division
September 2021**

- **08-31-2021:** 0.61" of rain received prior to midnight, another 1.11" recorded as of 06:50am. Reeves Young crew not on-site today due to rains.
- **09-01-2021:** Total of 3.33" of rain from 08-30 to 09-01. Reeves Young crew worked on surveying site.
- **09-02-2021:** TN Hydrovac on-site to recover water from old 8" Western Force-Main as it is cut, capped, and removed. 2-headed pole light at drive entrance to Pump House will have to be removed as pole is in conflict with planned screen/filter pad.
- **09-03-2021:** Reeves Young continuing to clear and shape soil, and backfilling trench of removed old Western Force-Main.
- **09-07-2021:** Reeves Young continuing to backfill trench of removed old Western Force-Main. Clearing soil for new bioreactor pad, and for new lab building.
- **09-08-2021:** Reeves Young continuing to backfill trench of removed old Western Force-Main, clear soil for new bioreactor pad and for new lab building. Moved trash materials out of work area.
- **09-09-2021:** Reeves Young continuing to move trash materials out of work area. Unsuitable soils discovered at depth underneath where lab building will be constructed. Unsuitable soils were identified in this area by the Geotech survey, and communicated in Addendum-1 of the bid package.
- **09-10-2021:** Reeves Young continuing to excavate unsuitable soils.
- **09-13-2021:** Reeves Young continuing to excavate unsuitable soils, and backfill/compact area with stable soils.
- **09-14-2021:** Reeves Young continuing to excavate unsuitable soils, and backfill/compact area with stable soils. Mid-Tenn extended silt fence perimeter to accommodate UV disinfection area. Geo Services arrives to perform soil compaction testing.
- **09-15-2021:** Total of 1.6" rain. Reeves Young crew rained out.
- **09-16-2021:** Reeves Young crew rained out from previous day and attempting to dewater site. Trimmed around silt fences and conducted silt fence inspection.
- **09-17-2021:** Reeves Young crew rained out at 11:00am. Total of 0.28" rain.
- **09-20-2021:** Total of 0.61" rain. Reeves Young crew rained out. Reinspected silt fence.
- **09-21-2021:** Total of 0.09" rain. Reeves Young crew rained out from previous day, inspected silt fence and reviewed plans.
- **09-23-2021:** Reeves Young crew begins dewatering saturated areas, exposed abandoned 8" irrigation line.
- **09-25-2021:** Reeves Young crew excavating bioreactor pad.
- **09-26-2021:** Reeves Young crew continuing excavating bioreactor pad.
- **09-27-2021:** Reeves Young crew continuing excavating bioreactor pad. Additional unsuitable fill materials encountered during excavation, as noted in Addendum-1 of the bid package.
- **09-28-2021:** Reeves Young crew excavating clarifier pad. Additional unsuitable fill materials and debris encountered during excavation, as noted in Addendum-1 of the bid package. Buried debris also encountered during excavation.
- **09-29-2021:** Reeves Young crew continuing excavating clarifier pad and unsuitable soils, and Geo Services testing backfill compactions.
- **09-30-2021:** Monthly progress meeting held between Reeves Young, Jacobs Engineering, and the City. Reeves Young crew continuing excavating clarifier pad and unsuitable soils, and Geo Services testing backfill compactions. Abandoned old Western Force-Main capped off. Hydrovac on-site to pothole existing underground utilities.

**Parks, Recreation, & Cultural Arts Department
September 2021**

Summary of Month's Activities

September is always a busy time in our parks as it is a time when almost every facility available at our parks are being used. Between fall sports like fall baseball, soccer, football, and Girls Volleyball --- the splash pad is still used on weekends, playgrounds are extremely busy, shelter rentals are steady, the dog park has a steady usage, and of course the Greenway is always being utilized. Next month we start picking up on events at our parks and facilities. We have the Discover White House event that will utilize our amphitheater and splash pad, The Gathering – which is a brand new event held at our Museum, Dog Day at the Splash Pad, the Fall Family Block Party will be held at the Municipal Park, a softball tournament, a soccer tournament, and Trail of Treats. So, next month will be a typically busy month for us.

An update on some projects:

The Soccer Complex Renovation project is ongoing. The dirt work is still a work in progress but getting closer. The irrigation should be put in immediately after it is done and then the sod will be added. This likely means we won't be able to open the field for play in the spring as the grass won't have time to be rooted in enough before the cold hits to be able to allow it but at least we will have a new field that is playable at some point next year. Additionally, the light poles have already arrived and the electrical work has continued. The transformer should get moved sometime near the beginning of next month which will force the complex to be without power for a couple days. Hopefully the project will be completed sometime in the next couple of months if the weather cooperates enough.



We still have yet to get much of an update on the grant we received for the second phase of this project. The information I have received from them is there would be some workshops for the grant administration portion soon but I haven't received any word on when that will be. However, we have decided that it would be in our best interest to go ahead and get some design work done for this phase of the project. That way it can be a little further along and we don't have to wait so long for that phase of the project to be completed. So, CSR will begin that process here soon.

We are still awaiting the items to arrive to repair the trailhead clock. Again, we are going to attempt to fix it ourselves when we get them. It should make the clock look a little more updated and improve the lighting of it and, of course, it should make it function properly.

We ordered and received the laser grading equipment we needed to complete the setup on our infield groomer to be able to laser grade our fields on our own. So, now all we have to rely on is getting dirt for our fields each year and we can laser grade them ourselves which will save us money and make it possible for us to do them whenever it is convenient for us instead of relying on a company to tell us when is best for them. So, we are very excited to have that completed.

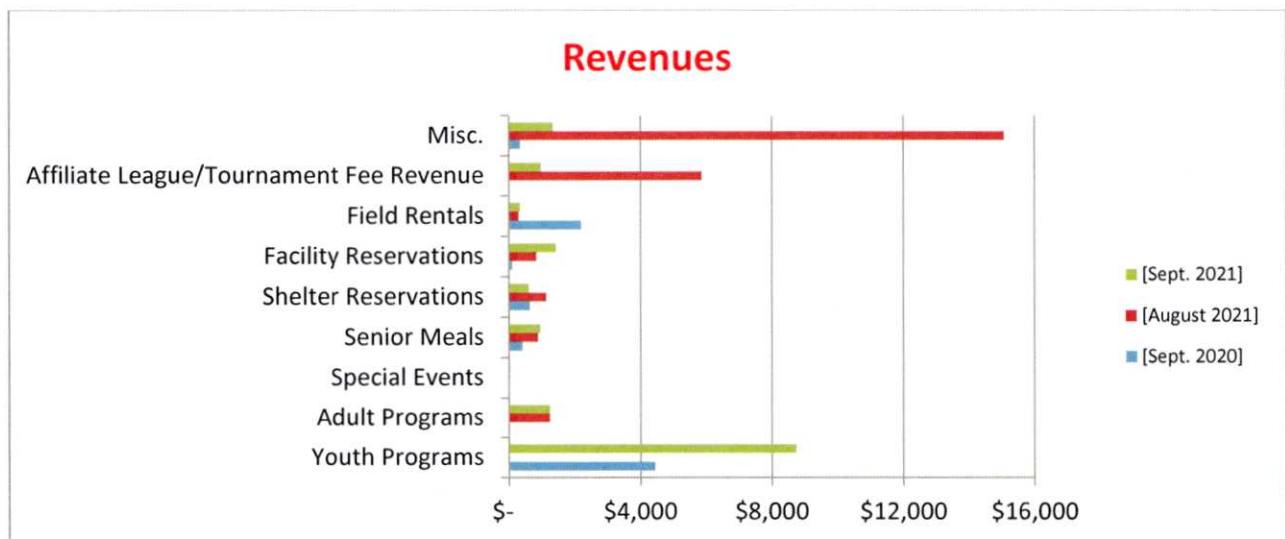
Parks, Recreation, & Cultural Arts Department
September 2021

We have also been discussing the design plans for renovating the concession stand at the park and a maintenance building for the splash pad with HFR/Wold. We are trying to get that process started and hopefully get a pretty accurate price projection to present to the board at the budget retreat in March.

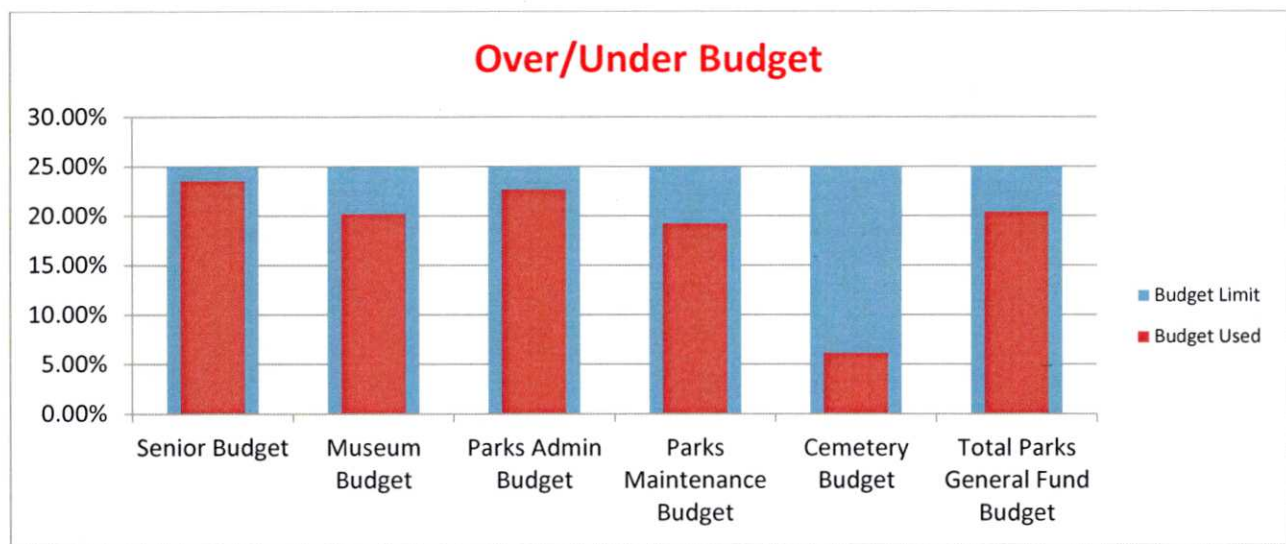
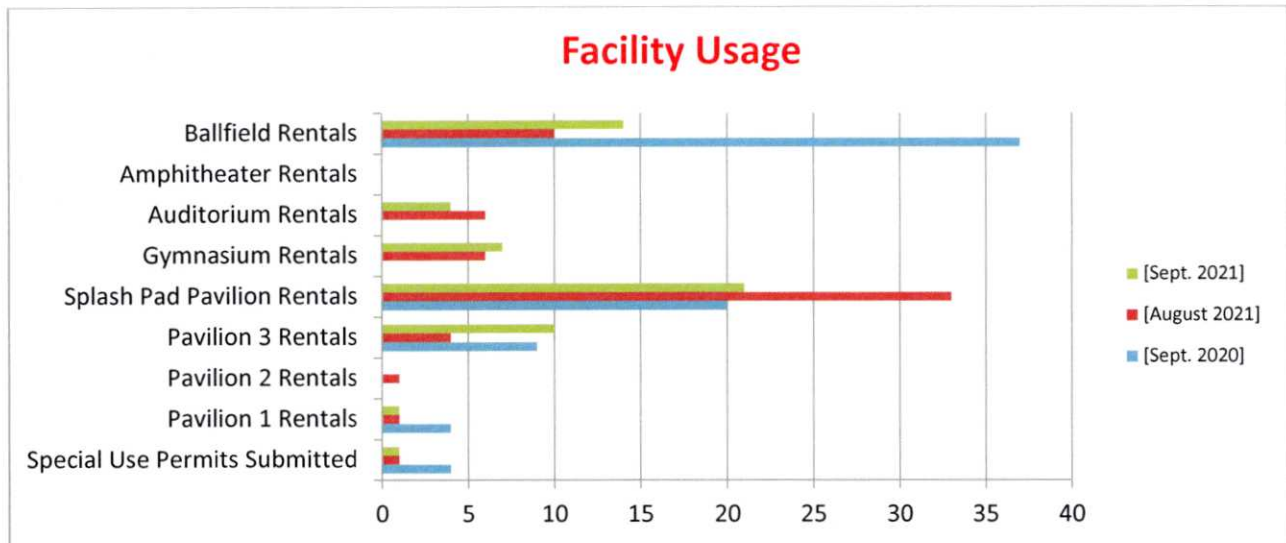
We should be getting the sidewalk at Northwoods Park finished sometime next month as well. Just a reminder that the old sidewalk was partially removed when we expanded the stormwater area at the park. So, this will get it back to making a loop so people can make laps around the park.

We have also been working with HFR/Wold on design plans for the new rec center. We have been making changes for the past several months now but we are getting closer and closer to completion on that. We have also been working on a plan to demolish the City Hall building in preparation for a new parking lot that will serve the current gym while construction is going on for the new rec center and then that parking will be expanded to include the area where the current gym is (because it will be demolished once the new rec center is finished). We are still at least a couple years away from completion but we are all excited about the way the plans are looking and what all we will be able to provide the community.

Lastly, a couple of our staff attended the NRPA National Conference in Nashville. We were able to visit with several vendors and get some great ideas for new amenities in our parks and learned a great deal.



**Parks, Recreation, & Cultural Arts Department
September 2021**



Recreation

Youth Baseball:

- Had incident at the park on 9/14 that resulted in a suspension of a coach getting reduced down to a warning for all parties involved
- More baseballs were ordered to get through the extended season due to rainouts
- Trophies were picked up on 9/29
- Last day of the season is 10/9
- Awaiting picture revenue to give final Revenue/Expense Report

Adult Softball

- Season started on 9/27 instead of 9/20 due to rainouts
- 4 teams in league
- Getting more and more difficult to get umpires for leagues
- Winners' plaque will be ordered

Parks, Recreation, & Cultural Arts Department
September 2021

Girls' Volleyball

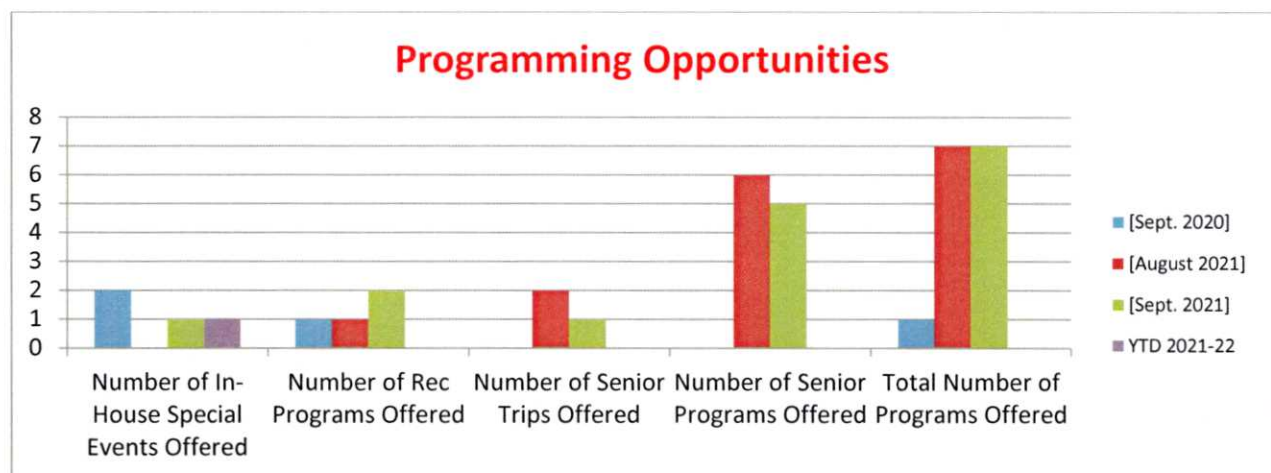
- Season ends on 10/2
- Trophies and medals were picked up on 9/29
- Awaiting picture revenue to give final Revenue/Expense Report

Youth Basketball

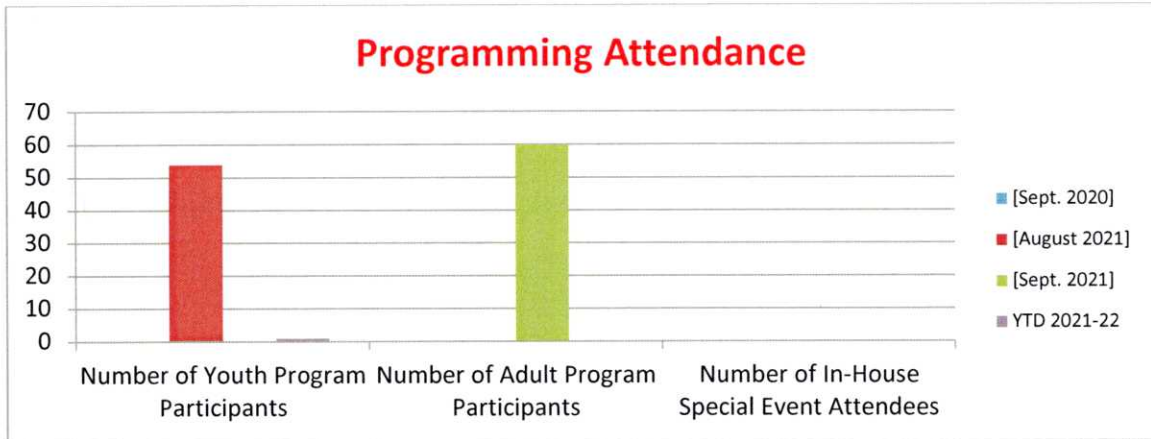
- Signups started on 9/7
- Currently at 90 players signed up
- Picked up new game balls and supplies on 9/28
- Working with Heritage High School to secure gymnasiums for months of December through March; White House Middle School possible alternate if needed
- Increased registration fees \$5 to offset costs

General Information:

- Orey began internship with us on 9/13
- Trail of Treats Letters sent out on 9/14
- Ball field rentals still on a consistent basis each week
- Target Solutions were completed
- Met with A-Z Office Resource for possible new vendor for cleaning and office supplies
- Continue to update TV in gym lobby with news and updated senior calendars
- Playground checks performed on 9/29



Parks, Recreation, & Cultural Arts Department
September 2021



Maintenance

- Have been spot spraying round up in beds and fences at the park. (Ongoing)
- Have been trimming tree limbs at the park, trailheads, greenway. (Ongoing)
- Changed out 22 irrigation heads at the park and soccer complex. (Completed)
- Replaced all swings at Northwoods with new ones. (Completed)
- Put together a new table and placed at Northwoods (Completed)

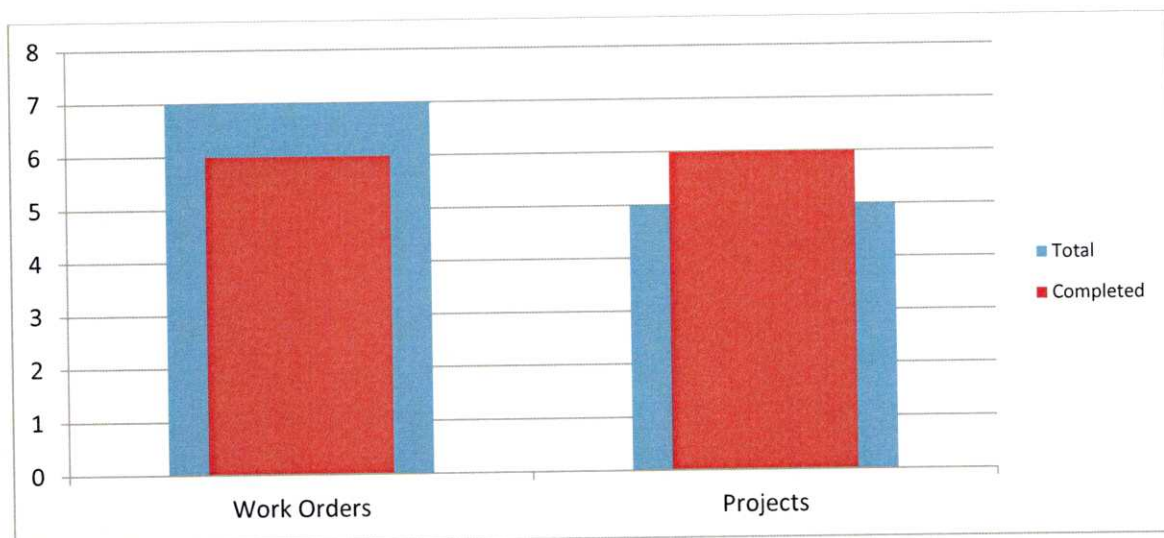


- Put new bulbs in light fixtures at cemetery building and flag pole. (Completed)
- Cut down overgrown brush and limbs at the back of cemetery. (Completed)



- Put down rye on fields at park and soccer complex. (Completed)
- Aerated fields before rye went down. (Completed)

Parks, Recreation, & Cultural Arts Department
September 2021



Museum

Volunteers

The volunteers helped add the tools donated in August to the tool wall. On September 18, the volunteers dressed in period dress and provided tours for event attendees. We visited with Tom Byrum at his homeplace and collected some additional items for the museum; most of which have already been put on display. We also prepared for the museum's booth setup at Discover White House & Safety Day and continued preparations for The Gathering at the White House Inn Museum.

Parks, Recreation, & Cultural Arts Department
September 2021

Exhibits



50th Celebration Exhibit continues.



A new milking station display was prepared with stool, cow kicker, milk strainer, milk can and milk bottles which were used by Tom Byrum when he delivered milk as a boy.

Social Media Promotion



White House History Wednesday's monthly edition was posted on Wednesday, September 29, 2021, with a new episode at the Greenway.

Marketing

Photo shoot for Google Street View to improve the museum's google listing was completed this month with panoramic photos and still photos. It should appear on the museum's google listing in November.

Building Maintenance

Three roofers came out to give estimates for fixing leak as well as a couple of inspections under the building for water issues.

**Parks, Recreation, & Cultural Arts Department
September 2021**

Donated Artifacts



Tom Byrum donated his father's victrola and his grandmother's flax wheel. These two pieces are already on display.



Pete Santoro donated a railroad car hose wrench. The regular size hammer is pictured next to the wrench to show the size of the wrench.

Loaned Artifacts

Christy Williams loaned a WWI company picture which contains her father, Willard Roger Marlin.

Leadership Robertson County

Began Leadership Robertson County which is a nine-month adult program designed to develop and encourage Robertson County residents to take an active leadership role in the future of our community.

Tours at Museum

Tours were given to walk ins. The night of Evening with the Arts was amazing time for tours with attendance of 125 visitors to the museum grounds.

Evening with the Arts

As part of the City's 50th Anniversary of incorporation, the grounds of the White House Inn Museum were transformed for the celebration to begin. Artisans from the White House area were invited to showcase their talents and create one-of-a-kind pieces that were auctioned later in the evening. Guest enjoyed hors d'oeuvres, wine, beer, coffee flights, a catered meal and dessert bar. There was live music and tours of the museum. All to mark this historic anniversary of our fine city.

Parks, Recreation, & Cultural Arts Department
September 2021

Evening with the Arts Photos



**Parks, Recreation, & Cultural Arts Department
September 2021**

Events and Meetings Assisted with and/or Attended

September 2 – Leadership Robertson County

September 8 – Ribbon Cutting for Hitchhiker Toys

September 11 – Attended Experience Robertson County

September 14 – Ribbon Cutting International Tea & Coffee

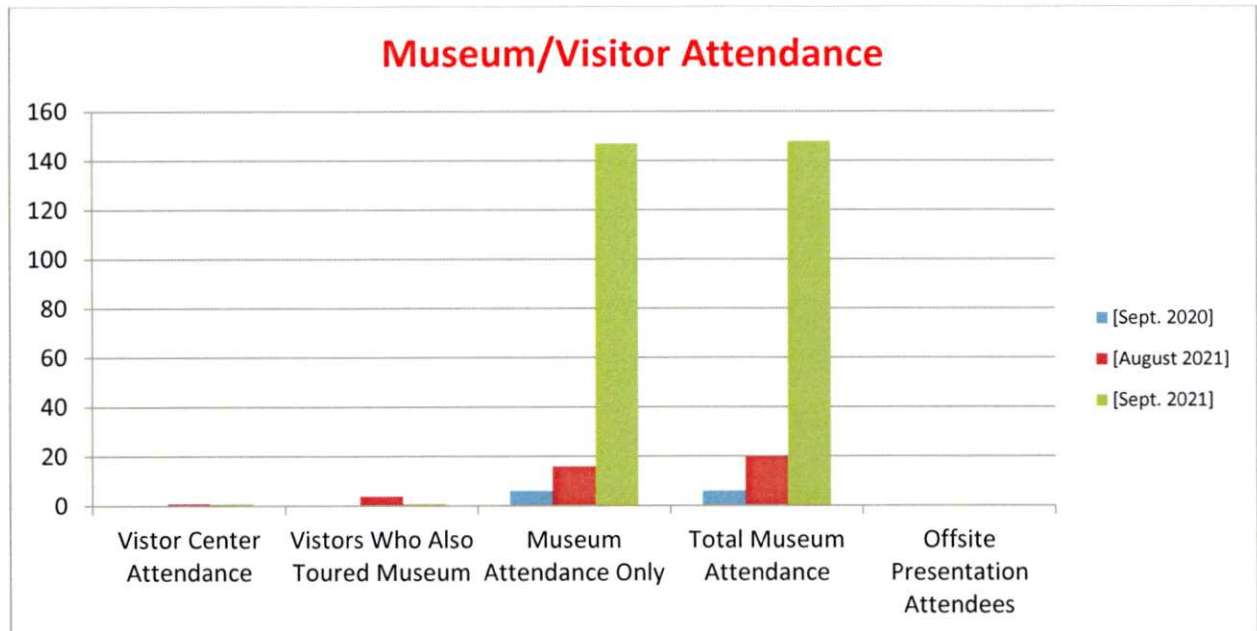
September 18 – Evening with the Arts

September 21 – Chamber Luncheon

September 23 – Visited the home of Tom Byrum

Visitors' Center and Museum Attendance

Visitors' Center Only	Visitors' Center and Toured Museum	Museum Only	Total Museum Visitors	Off Site Presentations Attendees
1	1	147	148	0

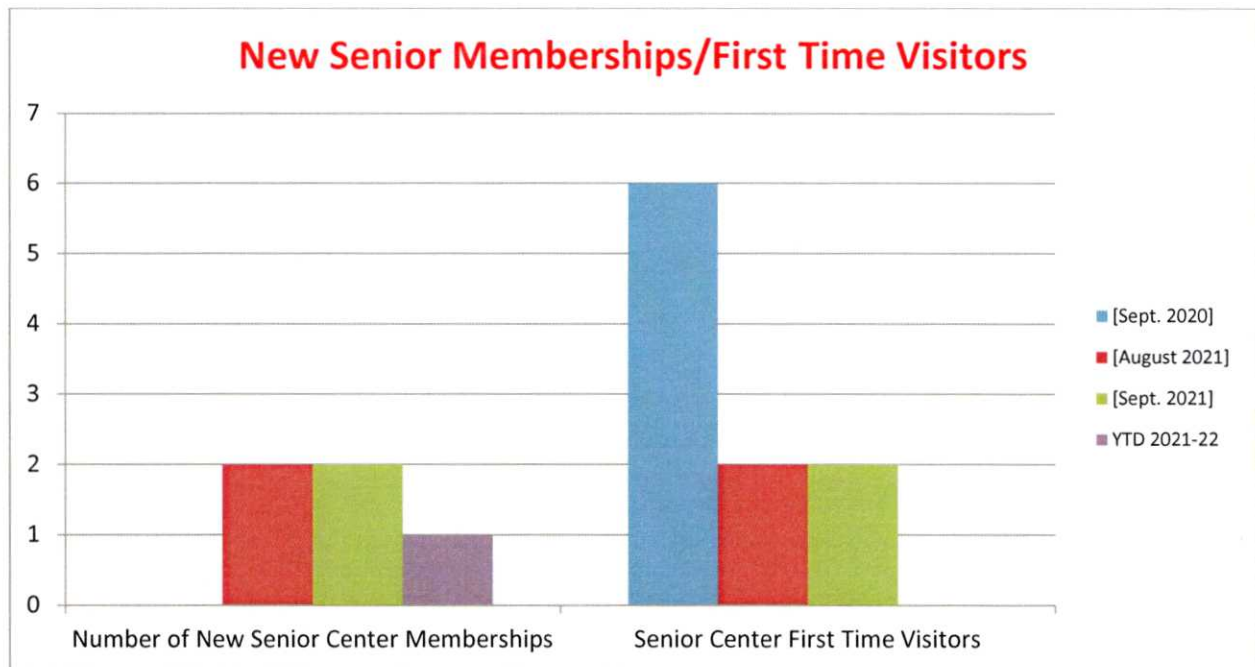
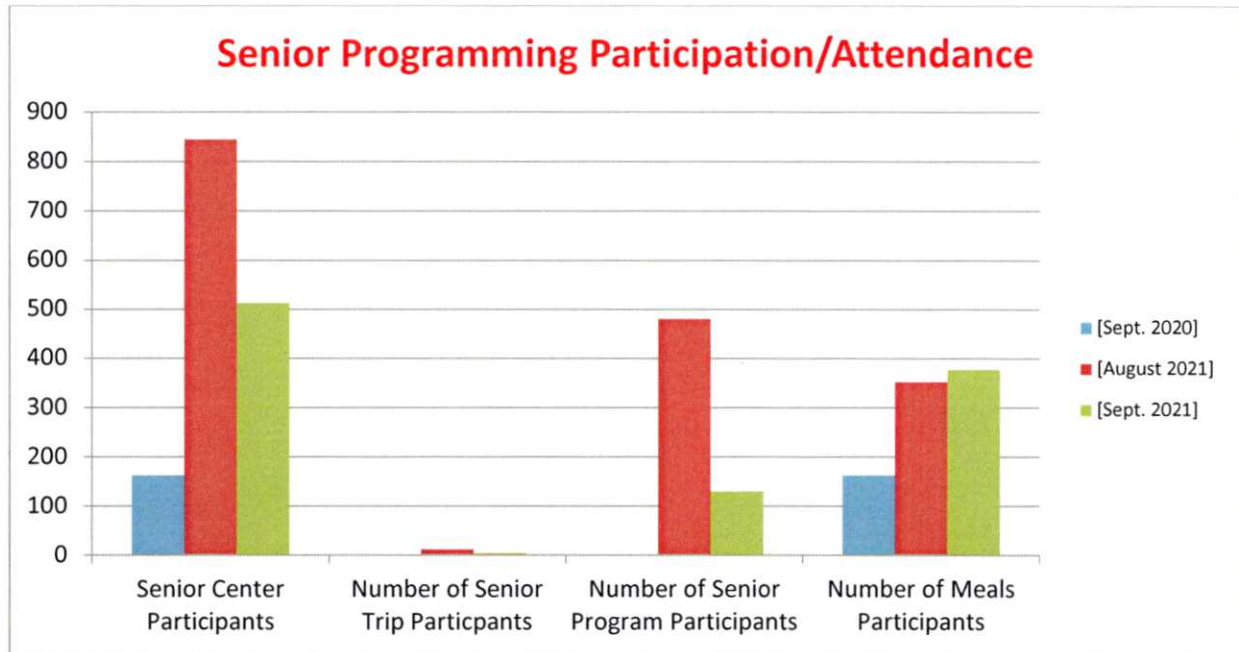


Parks, Recreation, & Cultural Arts Department
September 2021

Senior Center

Senior Center Participation - September 2021			
<u>Outings/Events:</u>			
Crafts	6		
Bunco	3		
Bowling	5		
Bingo	7		
Total	21		
		<u>Sr Meals Wednesdays</u>	
		102	
		94	
		94	
		88	
		378	TOTAL
<u>Programs:</u>			
Fittercise	18		
Walk			
Yoga	96		
TOTAL	114		
NEW MEMBERS	2		
FIRST TIME ATTENDEE	2		
TOTAL Sr Center Participants:	513		

Parks, Recreation, & Cultural Arts Department
September 2021



**Parks and Recreation Department
September 2021**

Facility Usage

	FYE 2019	FYE 2020
Special Use Permits Submitted	13	15
Pavilion 1 Rentals	3	7
Pavilion 2 Rentals	11	5
Pavilion 3 Rentals	106	38
Splash Pad Pavilion Rentals	177	106
Total Number of Pavilion Rentals	297	156
Gymnasium Rentals	130	79
Caferia Rentals	54	0
Auditorium Rentals	4	10
Amphitheater Rentals	3	0
Total Number of Facility Rentals	196	89
Ballfield Rentals	7	45
Vistor Center Attendance	6	21
Vistors Who Also Toured Museum	14	84
Museum Attendance Only	85	668
Total Museum Attendance	99	752

Programming

Number of Youth Program Participants	679	578
Number of Adult Program Participants	240	76
Number of In-House Special Events Offered	8	7
Number of In-House Special Event Attendees	2987	2964
Number of Rec Programs Offered	34	18
Number of Senior Center Memberships	319	1768
Number of New Senior Center Memberships	16	16
Senior Center Participants	14,966	9594
Senior Center First Time Visitors	32	59
Number of Senior Trips Offered	54	37
Number of Senior Trip Participants	896	613
Number of Senior Programs Offered	117	76
Number of Senior Program Participants	9,989	6798
Number of Senior Meals Served	54	34
Number of Meals Participants	4052	2235
Offsite Presentation Attendees	0	15
Total Number of Programs Offered		

Revenues

Youth Programs	\$55,825.00	\$41,183.00
Adult Programs	\$ 8,460.00	\$ 3,580.00
Special Events	\$ 4,355.00	\$ 2,009.00
Senior Meals	\$10,875.00	\$ 5,961.50
Shelter Reservations	\$12,135.00	\$ 4,780.00
Facility Reservations	\$19,305.00	\$ 8,046.88
Field Rentals	\$ 2,521.00	\$ 1,203.34
Affiliate League/Tournament Fee Revenue		
Misc.	\$25,030.00	\$31,411.74

Workflow

Mowing Hours	1,554	2,601
Work Orders Received	N/A	8
Work Orders Completed	N/A	8
Number of Projects Started	27	40
Number of Projects Completed	18	35

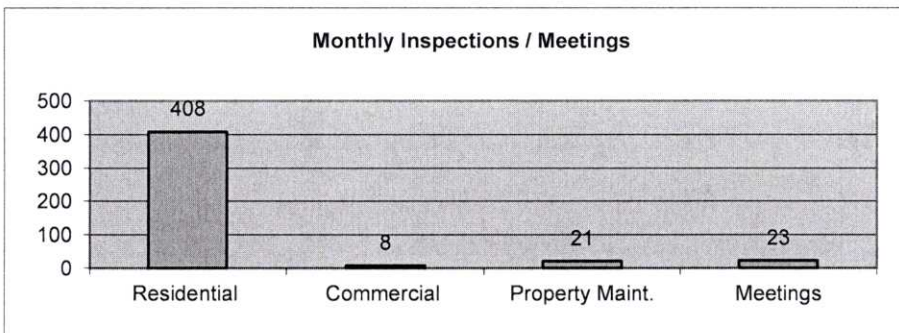
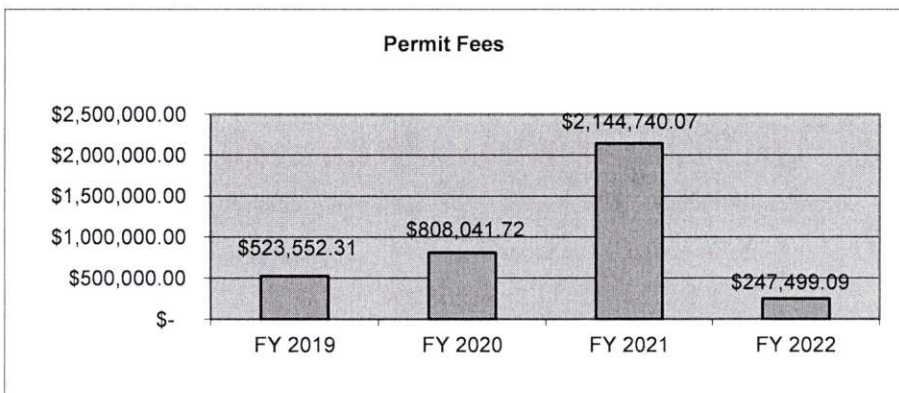
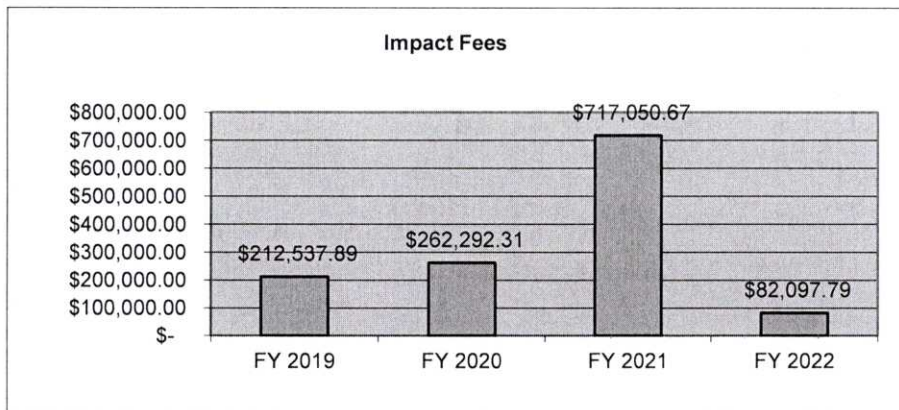
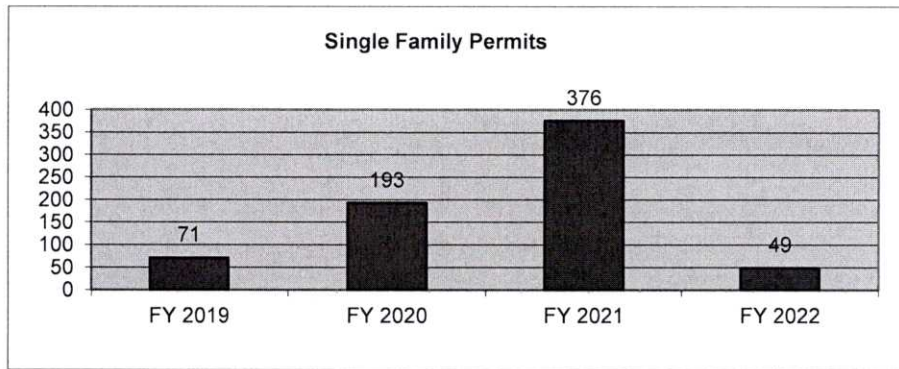
Sept. 20	Aug,21	Sept. 21	YTD 21-22
4	1	1	3
4	1	1	3
0	1	0	1
9	4	10	18
20	33	21	87
33	39	32	109
0	6	7	18
0	0	0	0
0	6	4	15
0	0	0	0
0	12	11	33
37	10	14	42
0	1	1	3
0	4	1	8
6	16	147	178
6	20	148	186

0	54	0	212
0	0	60	160
2	0	1	2
0	0	0	123
1	1	2	7
200	203	205	609
0	2	2	5
163	845	513	2006
6	2	2	5
0	2	1	5
0	12	5	23
0	6	5	15
0	481	130	920
2	4	4	12
163	352	378	1063
0		0	0
1	7	7	22

\$4,440.00	\$0.00	\$8,748.00	\$21,844.00
\$0.00	\$1,250.00	\$1,250.00	\$2,500.00
\$0.00	\$0.00	\$40.00	\$635.00
\$407.50	\$892.00	\$957.00	\$2,687.50
\$640.00	\$1,145.00	\$610.00	\$3,635.00
\$100.00	\$837.50	\$1,437.50	\$4,356.75
\$2,190.00	\$310.00	\$340.00	\$1,500.00
\$0.00	\$5,861.50	\$975.00	\$6,836.50
\$345.00	\$15,066.23	\$1,349.46	\$16,474.64

397.5	400	262	962
1	3	3	7
1	3	2	6
1	0	2	5
0	2	1	6

Planning and Codes Department
SEPTEMBER 2021



**Planning and Codes Department
SEPTEMBER 2021**

	Month	FY2022	FY2021	FY2020	FY2019
MEETING AGENDA ITEMS#					
Planning Commission	9	19	74	69	66
Construction Appeals	0	0	0	0	0
Zoning Appeals	1	1	4	5	6
Tech. Review/Study Session	1	2	2	0	1
Property Maintenance	0	0	0	0	0
PERMITS					
Single Family Residential	10	49	376	193	71
Multi-Family Residential	0	0	22	0	13
Other Residential	6	24	83	91	93
New Commercial	0	0	6	6	3
New Industrial	0	0	2	0	1
Other Com/Ind	1	7	23	23	33
Sign	1	2	17	14	25
Occupancy Permits	22	145	21	14	25
Commercial Remodel-317 Hwy 76					
Commercial Addition-117 Marlin Road (Temple Baptist)					
Commercial Certificate of Occupancy					
Other	0	0	11	12	3
BUILDING INSPECTIONS					
Residential	408	1279	2621	2858	2411
Hours	120	370	533	699.58	414.98
Commercial /Industrial	8	42	92	110	179
Hours	4	21	36.93	12.83	165
CODE ENFORCEMENT					
Total Cases	21	12	98	330	179
Hours	5	9	35.75	70.24	86.75
Complaints Received	21	33	41	116	98
MEETINGS					
Administration	11	38	72	58	68
Hours	5	24	99	38.26	103.67
Planning	12	33	53	76	135
Hours	8	75	96.58	155.5	86.82
Codes	0	4	11	28	35
Hours	0	4	9	37.85	40.16
FEES					
Permit Fees	\$73,146.29	\$ 247,499.09	\$2,144,740.07	\$ 808,041.72	\$523,552.31
Board Review Fees	\$2,500.00	\$ 1,575.00	\$ 84,775.00	\$ 11,000.00	\$3,750.00
City Impact Fee	\$52,591.29	\$ 82,097.79	\$ 717,050.67	\$ 262,292.31	\$212,537.89
Roads	\$18,822.52	\$ 27,852.22	\$ 301,769.60	\$ 77,860.90	\$98,885.80
Parks	\$3,960.00	\$ 19,404.00	\$ 150,326.00	\$ 74,646.00	\$ 23,140.00
Police	\$17,953.91	\$ 28,951.91	\$ 191,431.41	\$ 59,096.30	\$ 11,704.30
Fire	\$11,854.86	\$ 19,108.86	\$ 79,900.66	\$ 36,749.61	\$ 23,344.29
OTHER ITEMS					
Subdivision Lots	0	0	0	235	51
Commercial/Ind. Sq Ft	0	0	15,216	214,206	27,006
Multi-Family Units	0	375		0	144
Other	n/a	n/a	n/a	n/a	n/a
Subdivision Bonds: 15	\$ 4,037,915.45	\$3,791,061.30	\$3,374,092.67	\$1,633,984.00	\$922,141.63
Builders Bonds	0.00	\$ -	\$ 18,000.00	\$ 69,366.43	\$45,366.43
Workings Days in Month	17		17	16	15

White House Library Monthly Report September 2021

Summary of Activities

The library director met with individual staff members to go over the long-range plan and what their individual role is in meeting this plan.

The library director and library supervisor attended the second municipal management academy class offered by the city. This 8-class course will take place over 8 months. The training has been very helpful and the content will be utilized in the workplace.

The library director and her mentor, Martha at Clarksville Public Library, had a conference call meeting. The two discussed updates that have been happening at their library and COVID. Martha mentioned that unless the program numbers drop or she knows that a staff member contracts COVID from a library program, she is going to continue to hold face-to-face programs. The White House Library Director will probably follow a similar approach concerning library events.

The library now has a Veiled Chameleon as its mascot. The chameleon is named Larry and his cage sits at the circulation desk where patrons can see him. He is very popular and is staying healthy at the library. We hope to have Larry for many years to come.

The library director, catalog librarian and library assistant had a few meetings with TLC to discuss moving our library software from Sumner County to the cloud. The move was scheduled to take place on September 24 and 25. The library had to be closed to the public on September 25 for this move. The move went well. Right now the library is on a host server to make sure all the data was moved correctly and to remove any data from Sumner County that is not ours. Once all of Sumner County's data is deleted, then we will be moved to the cloud and our data will be removed from the Sumner County server. So the move is still in progress, but should be fully completed by the end of October.

The library director submitted the final report for the Dollar General Summer Reading Grant. That report finalizes all the requirements of that grant.

The library director attended the virtual trustee workshop on September 28. The director did learn a lot of new information and found the workshop to be very helpful. She will use some of the information from this workshop to better her relationship with her library trustees.

The library director attended two different meetings to discuss the Christmas open house. The city would like to combine the parade and open house into one event for the 50th celebration. The event will take place on a Saturday and the library will stay open later than normal. Pictures with Santa will be inside, but refreshments will be offered outside the library. The library staff will have an open craft in the story time room for kids to complete.

Department Highlights

The highlights for the month were the progress made with moving the library system to the cloud, the meetings on the joint Christmas event for the 50th celebration, and getting Larry as our mascot.

**White House Public Library
September 2021
Performance Measures**

Official Service Area Populations

2017	2018	2019	2020	2021
13,833	14,035	14,202	14,363	14,455

Membership

September	2017	2018	2019	2020	2021
New Members	108	132	173	108	100
Updated Members	265	253	598	481	343
Yearly Totals	2017	2018	2019	2020	2021
Total Members	11,893	7,073	8,376	9,496	7,346
% of population with membership	86	51	59	66	51

The library has switched its system so that all new users register online. Patrons without Internet can use one of our computers at the library and receive help from staff should they need assistance.

Total Material Available: 38,933

Estimated Value of Total Materials: \$973,325

Last Month: \$969,525

Total Materials Available Per Capita: 2.69

Last Month: 2.68

State Minimum Standard: 2.00

Materials Added in September

2017	2018	2019	2020	2021
320	201	410	348	175

Yearly Material Added

2017	2018	2019	2020	2021
3,602	3,123	3,004	3,025	2,287

Physical Items Checked Out in September

2017	2018	2019	2020	2021
5,632	6,190	5,099	5,147	6,049

Cumulative Physical Items Check Out

2017	2018	2019	2020	2021
63,421	62,536	65,522	50,042	44,509

Miscellaneous item checkouts

September	2017	2018	2019	2020	2021
Technology Devices	38	43	33	31	61
Study Rooms	69	70	90	25	52
Games and Puzzles	37	64	63	96	116
Seeds	4	11	8	13	10
STEAM Packs	*	64	20	0	27
Cake Pans	*	*	0	3	0

Yearly Totals

2017	2018	2019	2020	2021
585	644	137	381	532
828	1,082	253	305	241
528	743	222	955	919
1,197	586	112	302	797
*	148	61	25	100
*	6	1	28	20

Library Services Usage

September	2017	2018	2019	2020	2021
Lego Table	277	92	160	0	0
Test Proctoring	3	6	9	9	5
Charging Station	5	6	1	8	1
Notary Services	*	*	*	19	17
Library Visits	*	4,406	4,173	3,106	3,288
Website Usage	*	586	1,591	1,353	2,086
Reference Questions	5	3	5	8	10

Yearly Totals

2017	2018	2019	2020	2021
2,643	1,891	553	459	0
56	152	27	74	99
86	90	19	47	28
*	*	16	88	107
*	52,565	55,728	30,007	28,782
*	2,517	16,935	17,977	20,850
115	59	77	60	49

Library Volunteers

September	2018	2019	2020	2021
Library Volunteers	13	13	4	8
Volunteer Hours	114	132	74	138

Yearly Totals

18-19	19-20	20-21	21-22
82	36	20	12
809	1,286	1,204	405

We have not getting many volunteers as some organizations are not requiring volunteer work at this time due to COVID.

Computer Users

September	2017	2018	2019	2020	2021
Wireless	931	604	623	352	333
Adult Users	329	427	354	274	189
Kids Users	199	192	139	7	150

Yearly Computer Users

2017	2018	2019	2020	2021
8,725	9,535	2,017	3,829	2,637
4,413	4,642	1,103	2,138	1,681
2,209	2,088	556	427	674

White House Public Library

September 2021

Performance Measures

Universal Class Counts

September	
Sign ups	2
Courses started	1
Lessons viewed	8
Class Submissions	7

Yearly Totals

2017	2018	2019	2020	2021
27	24	9	10	9
39	52	16	53	32
273	661	194	1,771	377
258	445	105	800	196

Programs

1,000 books	2018	2019	2020	2021
Monthly Sign-ups	7	2	5	3
Yearly Sign-ups	29	60	81	91

Achievements	2018	2019	2020	2021
100 Mark	2	0	0	14
500 Mark	2	2	0	2
Completion	0	1	2	4

Face-to-face Kids Programs

September	2017	2018	2019	2020	2021
Programs	16	13	12	4	12
Attendees	327	280	244	109	171
Yearly	2017	2018	2019	2020	2021
Programs	181	146	154	43	62
Attendees	4,268	4,260	4,201	1,185	1,604

Virtual Kids Programs

September	2020	2021
Videos	0	0
Views	0	0
Yearly	2020	2021
Videos	24	19
Views	4,182	230

Grab & Go Kits

September	2020	2021
Kits	9	0
Taken	177	0
Yearly	2020	2021
Kits	38	37
Taken	1094	1401

We did not put out as any grab & go kits as we are now having regular face-to-face movie and craft days. However, if COVID numbers go up, we will start offering these kits again.

Face-to-face Teen Programs

September	2017	2018	2019	2020	2021
Programs	4	6	4	0	0
Attendees	18	9	14	0	0
Yearly	2017	2018	2019	2020	2021
Programs	47	82	68	13	0
Attendees	481	432	518	81	0

Tween Face-to-Face Programs

September	2020	2021
Programs	0	0
Attendees	0	0
Yearly	2020	2021
Programs	5	0
Attendees	18	0

Combined Face-to-Face

September	2020	2021
Programs	4	4
Attendees	34	25
Yearly	2020	2021
Programs	11	23
Attendees	77	241

Virtual Teen & Tweens

September	2020	2021
Videos	0	0
Views	0	0
Yearly	2020	2021
Videos	12	6
Views	1,591	95

Grab & Go

September	2020	2021
Kits	0	0
Taken	0	0
Yearly	2020	2021
Kits	13	17
Taken	152	188

Since we are having inside face-to-face programs, we have not been putting out grab & go kits. If we get to where we cannot hold face-to-face programs, then we will go back to offering grab & go kits for teens.

Face-to-face Adult Programs

September	2017	2018	2019	2020	2021
Programs	12	11	14	3	8
Attendees	54	60	38	15	41
Yearly	2017	2018	2019	2020	2021
Programs	145	175	157	42	39
Attendees	689	1,009	1,343	214	270

Virtual

September	2020	2021
Videos	0	0
Views	0	0
Yearly	2020	2021
Videos	18	1
Views	4,972	20

Device Advice

Sessions	2019	2020	2021
September	*	0	0
Yearly	125	51	51

We had a special calligraphy class for Adults in September. It was well received and may be something we look at holding again in the future.

Interlibrary Loan Services

September	2017	2018	2019	2020	2021
Borrowed	37	50	97	58	57
Loaned	24	21	35	7	20

Yearly Interlibrary Loan Services

2017	2018	2019	2020	2021
562	690	690	534	526
305	410	410	151	163

September	R.E.A.D.S
Adults	1,878
Juvenile	262

Yearly Totals	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Adults	15,773	21,138	23,138	19,466	5,485
Juvenile	725	1,430	1,189	1,032	626

The READS statistics come from the state.

CITY COURT REPORT

September 2021

CITATIONS

TOTAL MONIES COLLECTED FOR THE MONTH	\$8,128.50	
TOTAL MONIES COLLECTED YTD		\$23,889.46

STATE FINES

TOTAL MONIES COLLECTED FOR MONTH	\$1,852.50	
TOTAL MONIES COLLECTED YTD		\$6,229.72

TOTAL REVENUE FOR MONTH	\$9,981.00	
TOTAL REVENUE YTD		\$30,119.18

DISBURSEMENTS

LITIGATION TAX	\$767.05	
DOS/DOH FINES & FEES	\$177.65	
DOS TITLE & REGISTRATION	\$394.25	
RESTITUTION/REFUNDS	\$0.00	
ON-LINE CC FEES	\$0.00	
CREDIT CARD FEES	\$0.00	
WORTHLESS CHECKS	\$0.00	
TOTAL DISBURSEMENTS FOR MONTH	\$1,338.95	
TOTAL DISBURSEMENTS YTD		\$3,962.33

ADJUSTED REVENUE FOR MONTH	\$8,642.05	
TOTAL ADJUSTED REVENUE YTD		\$26,156.85

DRUG FUND

DRUG FUND DONATIONS FOR MONTH	\$237.50	
DRUG FUND DONATIONS YTD		\$1,140.00

Offenses Convicted & Paid For Month	Count	Paid
Improper Pass/Lane Change	2	\$117.50
Financial Responsibility Law	15	\$555.00
Registration Law	30	\$1,762.50
Improper Equipment		
Texting/Hands Free Law	3	\$60.00
Open Container	1	\$132.50
DL Exhibited		
Red Light	6	\$467.50
General-Miscellaneous	2	\$183.50
Stop Sign	1	\$117.50
Speeding	39	\$3,835.00
Seat Belt-Child Restraint	6	\$110.00
Failure To Yield	3	\$290.00
Exercise Due Care	8	\$497.50
Following Too Close		
Total	116	\$8,128.50

RESOLUTIONS....

RESOLUTION 21-17

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

WHEREAS, a public hearing before this body will be held the **18th day of November 2021**, and notice thereof published in the Browser Connection on **November 2nd, 2021**; and,

WHEREAS, application from the property owner to annex the below mentioned territories into the City limits which is adjacent to the current city limits; and,

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

WHEREAS, the annexation completed per provisions of TCA 6-5-104 of such territories is deemed reasonable for the overall well-being of the community and the annexation is necessary for the health, safety, and welfare of the property owner and future citizens with the residential development of the annexed territories 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:

34.6 ACRES ARE REFERENCED AS PART OF ROBERTSON COUNTY TAX MAP 096, PARCELS 32. PROPERTY IS LOCATED ON CALISTA RD. **“EXHIBIT A”**.

SECTION 1. That the Board of Mayor and Aldermen of the City of White House, Tennessee, hereby certify that this Resolution has been submitted to the Planning Commission of the City of White House for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days notice of the time and place of said meeting has been published in a newspaper circulated in the City of White House, Tennessee. This Resolution shall take effect fifteen (15) days from the date of its final passage, the public welfare demanding it.

First Reading: October 21, 2021

Second Reading: November 18, 2021

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

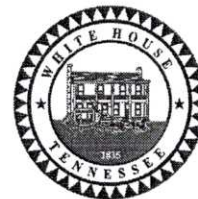
RESOLUTION 21-17
"EXHIBIT A"



Planning Commission Application

City of White House Planning & Codes Department

105 College Street., White House,, TN 37188
Phone: (615) 672-4350 FAX: (615) 616-1050



FOR STAFF USE ONLY

Date Submitted: _____ Fee: _____

Date: 7-28-2021 Project Name: Calista Road Subdivision
Property Address/Location: 3375 & 3339 Calista Road, White House, TN
Map 096 Parcels 32 & 33
Current/Proposed Zoning District(s): R-15 -> SRPUD Property Size((if applicable)) 93.26 AC.
Description of Request: PMDP Rezoning request for a SRPUD for 345 lot subdivision

Type of request being made

- ☐ Annexation
☒ Rezoning or Text Amendment
☐ Re-subdivision
☐ Neighborhood Concept Plan
☐ Preliminary Plat
☐ Final Plat
☐ Concept Plan
☐ Site Plan (see requirements on right side of page):
☐ Plan Modification, Major Planned Development
☒ Planned Development (Preliminary)
☐ Planned Development (Final)
☒ Other: _____

Note to the applicant:

- * Applications and all required submittals must be received by the Planning Department by the prescribed day and time. See Planning Commission schedule.
- * Both the applicant/representative and property owner must sign the application. Applications not signed by the Property owner **will not** be accepted.
- * All applications must be accompanied by a completed submittal checklist.

Materials required to be submitted with application

- ☐ Letter of request – Provide full details of the requested action. If an amendment, provide comparison of approved and proposed features, cloud changes on the plan.
- ☒ Proof of Ownership
- ☒ First Submittal Requirements: two (2) 36 x 24 hard copies of the proposal and one (1) digital (PDF) copy must include the following: Site Plans including landscape, lighting, and exterior building elevations; Subdivision Plat and Master Plans; Drainage Calculations; Restrictive Covenants/Homeowners Documents.
- ☐ Amended Submittal Requirements: two (2) hard copies 36x24 and twelve (12) sets of 11 x 17 proposal drawings and one (1) digital (PDF) copy must include the following: Site Plans including landscape, lighting, and exterior building elevations; Subdivision Plat and Master Plans; One (1) copy of drainage calculations; Twelve (12) copies of the Restrictive Covenants/Homeowners Documents.
- ☐ One ((1)) digital copy off all required submittal items in PPdff format and AutoCad/Microstation (.DWG) or shapefile format (.SHP).

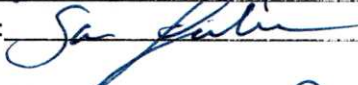
Planning Commission Submittal Information

This application and referenced procedures have been assembled with the purpose of defining a standard process for the submittal and review of development applications. To submit items for Planning Commission review, the procedures outlined in this application shall be for all Planning Commission application types (Subdivision, Rezoning, Planned Development, Site Plan, Concept plan, Modifications, Annexation, etc.):

Required Signatures

PROPERTY OWNER(S) OR AUTHORIZED AGENT:

I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on her/his behalf.) I understand that the Applicant listed below is the point of contact for the City of White House concerning this application.*

Property Owner (printed): Stagecoach Development
Address: 786 Wren Rd
Bowling Green KY 42101
Phone Number: 615-739-3398 Mobile #: _____
Email: sblamberth@gmail.com
Signature: 

Date: _____

Authorized Agent (printed): Sam Lamberth
Address: _____

Phone Number: _____ Mobile #: _____
Email: _____
Signature: _____

Date: _____

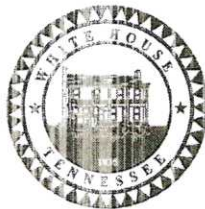
APPLICANT:

NOTE: I have read the attached checklist and have complied with all requirements listed and understand that this application may be deemed incomplete if the submittal lacks any of the information required for the application type, and if incomplete will not be heard by the Planning Commission. I also understand that other information may be requested by staff, the Planning Commission and/or the Board of Mayor and Aldermen during review, relevant to the request. As the point of contact for this application I understand that it is my responsibility to share information with others as needed.

Applicant Name (printed): Josh Lyon, Klobber Engineering
Address: 3556 Tom Austin Hwy. Suite 1, Springfield, TN 37172
Phone Number: 615-382-2000 Mobile #: _____
Email: josh@klobereng.com
Signature: _____

Date: _____

City of White House – Public Works
425 Industrial Drive
White House, TN 37188



Phone: 615-672-0215

Application for Surety

Property Information	Project Name: <u>Calista Rd</u>
	Phase: _____ Section: _____ Number of Lots Approved: _____ Number of Lots Remaining: _____ Surety Type: <input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Performance <input type="checkbox"/> Restoration <input type="checkbox"/> Letter of Credit <input checked="" type="checkbox"/> Performance Bond <input type="checkbox"/> Insurance Bond <input type="checkbox"/> Cash Surety Amount: \$ _____ Expiration Date: _____ / _____ / _____ Automatic Renewal Clause Included with Surety: <u>Yes</u> / No (circle one) Purpose of Surety: <u>Subdivision</u>
Financial Information	Name of Financial Institution: <u>Western Surety Company</u> Surety #: _____ Contact Person: <u>Lahala Carter</u> Email: <u>l.carter@hiqusa.com</u> Address: _____ City, State, Zip: _____ Phone Number: <u>270 745-1773</u> Fax Number: () _____
Contact Information	Name of Owner / Developer or Representative: _____ Address: _____ City, State, Zip: _____ Phone Number: () _____ Fax Number: () _____

Action Request

I (we) request the following action to be taken:

- ☒ Establish a New Surety
☐ Request Final Inspection and Release of Surety
☐ Request Reduction of Surety Amount
☐ Request extension of Surety for one (1) year
(please provide proof of difficulty below)

Explanation for Proof of Difficulty:

Applicant Signature

Date

City Staff Signature

Date

This instrument was prepared by:
ROBERT L. ENGLISH
ATTORNEY AT LAW
Springfield, TN 37172

Send tax bills to:
Laura Primm
22-11 Smt Pleasant Rd
Greenville, TN 37073

Map & Parcel No.
98 20.02

WARRANTY DEED

Frankie Fletcher, Register
Robertson County Tennessee
Rec #: 112812 Instrument 115940
Rec'd: 10.00 NBK: 40 Ps 332
State: 370.00
Clerk: 1.00 Recorded
EDP: 2.00 10/27/2003 at 1:20 PM
Total: 383.00 in Record Book
899 Pages 373-374

THIS DEED OF CONVEYANCE, executed and delivered by WILLIAM D. PRIMM,
Single, hereinafter called the Grantor, to LAURA J. PRIMM, hereinafter called the Grantee;
WITNESSETH: That for and in consideration of the sum of TEN (\$10.00) DOLLARS,
cash in hand paid, and other good and valuable considerations, receipt of all of which is hereby
acknowledged, the said Grantor has this day bargained and sold and do by these presents hereby
sell transfer and convey unto the said Grantee, heirs and assigns, the following described real
property, to-wit:

Certain real property situate in the 11th Civil District of Robertson County,
Tennessee, and described according to a survey dated May 7, 1970, made by
Harold H. Cole, Surveyor, as follows, to-wit:

BEGINNING at a point in the center of the White House to Cross Plains Road,
same being the Southwesterly corner of the property conveyed to Herman L.
Waggoner and wife, by deed of record in Deed Book 146, page 74, Register's
Office for Robertson County, Tennessee, and the Northwesterly corner of the
property herein described; thence leaving said road with Waggoner as follows:
South 83° 45' East 860 feet to a red oak, South 82° 15' East, 644 feet to a red oak,
and South 75° 00' East 565 feet to a point; thence South 16° 30' West 783 feet to
a point, corner to Stinnett; thence with said Stinnett, North 78° 00' West 1925 feet
to a point in the center of the said White House to Cross Plains Road; thence with
said road, North 6° 10' East 130 feet to a point; thence leaving said road, South
81° 45' East 183 feet to a point; thence North 11° 45' East, 174 feet to a point;
thence North 60° 15' West, 202 feet to a point in the center of the said White
House to Cross Plains Road; thence with said road, North 6° 10' East 424 feet to
the point of beginning, containing 34.6 acres, more or less.

AND BEING the same property conveyed to William D. Primm by Eva Lou
Moore, in a deed appearing of record in Deed Book 149, page 14, Register's
Office for Robertson County, Tennessee. See also Quitclaim Deed appearing of
record in Record Book 501, page 897, Register's Office for Robertson County,
Tennessee.

Page 373

TO HAVE AND TO HOLD the premises aforesaid, together with all the appurtenances
and immunities thereto pertaining, unto the said Grantee, heirs and assigns, forever. The said

Grantor covenant with the said Grantee, heirs and assigns: 1) That he is lawfully seized in fee of said land; 2) That he has a good and perfect right to make this conveyance; 3) That said land is unencumbered; and 4) That he will warrant and defend the title in and to said land against the lawful claims and demands of all persons whomsoever.

POSSESSION shall be given with delivery of deed.

TAXES for the current year shall be pro-rated to date of deed.

DATED this 24th day of October, 2003, at Springfield, Tennessee.

William D. Primm
WILLIAM D. PRIMM

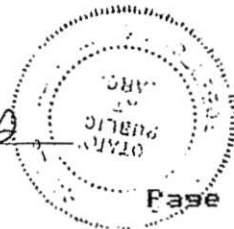
STATE OF TENNESSEE
COUNTY OF ROBERTSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named WILLIAM D. PRIMM, bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidenced), and who acknowledged that he executed the within instrument for the purposes contained therein.

Witness my hand and seal of office this 24th day of October, 2003 at Springfield, Tennessee.

My commission expires: August 27, 2006

Michael A. Rauls
NOTARY PUBLIC



Page 374

I, or we, hereby swear or affirm that the actual consideration for this transfer, or the value of the property or interest in property transferred, whichever is greater, is \$ 100,000, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Laura Primm
AFFIANT

Subscribed and sworn to before me, this 27 day of Oct, 2003



Frankie Fletcher
REGISTER OF NOTARY PUBLIC

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument or has caused same to be executed as of the 29th day of April, 2021.

GRANTOR:

31-W Realty, LLC

By: J. Scott Baldwin
Name: J. Scott Baldwin
Title: Counsel

STATE OF Tennessee)
COUNTY OF Robinson)

Personally appeared before me, the undersigned, Notary Public for the aforesaid State and County, J. Scott Baldwin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the Authorized Signatory of 31-W Realty, LLC, and is authorized by such company to execute this instrument on its behalf.

Witness my hand, at office, this 29th day of April, 2021.

Val M. Webb
Notary Public

My Commission Expires: 5/25/22



Exhibit "A"

Legal Description

Land in Robertson County, Tennessee, being in the 11th Civil District and more particularly described as follows, to wit:

Tract No.1: Beginning at a point in the center of the White House and Cross Plains Road, with red-oak pointers in the Easterly margin of the same corner to L. B. Moore in the line of Eula Corder, the most Westerly northwest corner of this land; thence with the center of said road and the line of said Corder South 5 degrees West 33.9 poles to a point; corner to Ellis Armstrong in the line of said Corder; thence on with the line of said Armstrong as follows: South 81 1/2 degrees East 39 poles, South 88 1/2 degrees East 53.6 poles to a point in the corner of a woods, South 6 1/2 degrees west 32.4 poles to a point formerly a chestnut tree, North 87 degrees East 44 poles, South 7 degrees East 14.2 poles, East 6 poles, South 13 degrees East 19.5 poles, South 88 degrees East 26.5 poles to a point in the center of a branch, corner to said Armstrong in the line of L. O. Tate; thence with the center of said branch as follows: North 45 degrees East 14.5 poles North 59 degrees east 23.5 poles, North 58 1/2 degrees East 10 poles, North 51 1/2 degrees East 29.5 poles to a point, corner to Earl Covington in the line of said Tate; thence leaving the branch and with the line of said Covington as follows: North 86 1/2 degrees West 52 poles, North 5 1/2 degrees East 30 poles, South 56 1/2 degrees East 54.7 poles to a point in the center of the branch, corner to Covington in the line of L. O. Tate; thence with the line of said Tate and Denny North 14 1/2 degrees West 32 poles to a point in the center of said branch, corner to Earl Covington in the line of Denny; thence with the line of said Covington North 71 1/2 degrees West 66.7 poles to a point on the North side of branch, a corner in said Covington line, thence with his line South 78 1/2 degrees West 10.4 poles to a point, corner to said Covington and L. B. Moore; thence with the line of said Moore North 78 1/2 degrees West 24 poles to a walnut stump, corner in said Moore's line; thence with the line of said Moore, South 18 degrees West 47.5 poles to a post, corner in said Moore's line; thence with the line of said Moore, South 16 degrees West 47.5 poles to a post, corner in said Moore's line; thence with the line of said Moore North 80 degrees West 116 poles to the beginning, containing 90 acres, more or less, by planimeter calculation, after survey in July, 1961, by John R. Alley, County Surveyor of Robertson County, Tennessee.

Tract No.2: Including a tract of woodland being a part of the William Armstrong, beginning on a rock, Harris corner, and running South 8 degrees West 4 1/5 poles to a hickory, Brown's corner; thence South 5 degrees West 25 poles to a rock; thence East 52 poles to a branch; thence with the meanders of said branch North 46 degrees East 20 poles; thence North 16 degrees East 13 poles; thence West with Harris' line 53 poles to the beginning, containing ten (10) acres, more or less.

Included in Tract 1, but expressly excluding a tract of land in the 11th Civil District of Robertson County, said tract being a portion of that property conveyed to William R. Stinnett, et ux, in a Deed of record which is recorded in Deed Book 141, page 285, Register's Office for Robertson County, Tennessee.

Beginning at an iron pin in the East margin of the White House-Cross Plains Road, said road also being known as Dog Town Road, a corner to William E. Primm, the NorthWest corner of this tract and continuing as follows: South 81 degrees 21 minutes East, 777.93 feet to an iron pin in the line of Primm, thence South 5 degrees 03 minutes West, 168.17 feet to an iron pin, thence North 81 degrees 20 minutes West, 777.16 feet to an iron pin in the East margin of said road; thence North 4 degrees 47 minutes East, 168.06 feet to the point of beginning, containing 3.0 acres as surveyed by Kessinger and Associates dated August 16, 1977.

Being a portion of the same property conveyed to Wayne Day and wife, Jean Day by Special Warranty deed from GreenBank of record in Book 1422, page 545 Register's Office for Robertson County, Tennessee, dated June 28, 2011 and recorded on June 30, 2011.

Being a portion of the same property conveyed to 31-W Realty, LLC, a Tennessee limited liability company by Quitclaim deed from Wayne Day and wife, Jean Day of record in Book 1452, page 35 Register's Office for Robertson County, Tennessee, dated February 09, 2012 and recorded on February 22, 2012.

Being also known as 3339 Calista Road White House, TN 37188.

EXHIBIT "B"

Permitted Exceptions

1. All taxes and assessments for the year 2021 and thereafter, not yet due and payable.
2. Application for Greenbelt Assessment - Agricultural of record in Book 1425, Page 992 and Book 1475, Page 162, in the Register's Office for Robertson County, Tennessee.

TRUE COPY CERTIFICATION

I, ANNASTON BOGER, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Annaston Boger
Annaston Boger

STATE OF TENNESSEE

COUNTY OF ROBERTSON

Personally appeared before me, JILL KUMMER, a notary public for this county and state, ANNASTON BOGER who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Gillian Buchanan Kummer
Notary Public

My Commission Expires: October 18, 2022



ORDINANCES....

ORDINANCE 21-22

**AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE DELETING THE MUNICIPAL
CODE TITLE 1 GENERAL ADMINISTRATION CHAPTER 4 COMMITTING MAGISTRATE.**

Whereas, the Board of Mayor and Alderman desires to delete the Municipal Code magistrates;

NOW, THEREFORE, BE IT ORDAINED BY THE Board of Mayor Alderman that the White House Municipal Code Title 1 GENERAL ADMINISTRATION, Chapter 4 COMMITTING MAGISTRATE be deleted from the Municipal Code in its entirety:

TITLE 1: GENERAL ADMINISTRATION

CHAPTER 4: ~~—~~COMMITTING MAGISTRATE

SECTION

~~1-401. Committing magistrate.~~

~~1-402. Duties.~~

~~**1-401. Committing magistrate.** There is hereby authorized the position of committing magistrate for the City of White House. The mayor is hereby given the authority to appoint such person to serve as committing magistrate. The person appointed shall serve at the pleasure of the board of mayor and aldermen. Compensation shall be fixed in the annual operating budget, and shall be based on the number of defendants being considered for the issuance of warrants and summons. (1979 Code, § 1-601, as amended by Ord. #98-31, Jan. 1999)~~

~~**1-402. Duties.** It shall be the duty of the committing magistrate to issue warrants for arrest of persons charged with violating state offenses and municipal ordinances. The committing magistrate may also issue summons to appear in city court to answer charges of violating state offenses and municipal ordinances. The committing magistrate, in all cases, shall enter a court date on all warrants and summons indicating when the defendant is to appear in city court to answer all charges. In addition, the committing magistrate shall issue and accept appearance bonds as it applies to title 3, § 3-401 of the White House Municipal Code. Prior to assuming this office, an oath shall be administered as prescribed by law. (1979 Code, § 1-602)~~

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

First Reading: September 16, 2021 PASSED

Second Reading: October 21, 2021

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 21-23

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 3 MUNICIPAL COURT CHAPTER 1 CITY JUDGE

Whereas, the Board of Mayor and Alderman desire to update the Municipal Code regarding the term start date for the elected City Judge to align with elections and Board of Mayor and Aldermen term start date;

NOW, THEREFORE, BE IT ORDAINED BY THE Board of Mayor Alderman that the White House Municipal Code Title 3 MUNICIPAL COURT, Chapter 1 CITY JUDGE be amended from the Municipal Code as follows:

TITLE 6: MUNICIPAL COURT

CHAPTER 1: CITY JUDGE

SECTION: 3-102 ***Amendments are made in bold, italics, and underlined text.**

3-102. Popular election, term, salary, etc. (1) Popular election. The November general election of 2014, and every eight years thereafter, the city judge shall be elected by the qualified voters of the city for a term of eight years, and the city judge shall take office January 1 next following his or her election. ~~The term of the current judge shall be extended from September 1, 2014 until January 1, 2015;~~ **commence their term of office and be sworn in at the regular meeting of the board of Mayor and Aldermen in January of the calendar year following in which said office is elected or re-elected.**

(2) Qualifications. The municipal judge shall be a resident of the City of White House one year and a resident of Tennessee five years immediately preceding his/her election and at least 30 years of age. In addition, the municipal judge shall be an attorney licensed to practice law in the State of Tennessee.

(3) Vacancies in office. Vacancies in the office of municipal judge shall be filled by the board of mayor and aldermen until the next regular August **November** general election. At the next regular August **November** election the person elected shall fill the unexpired term if the full term is not to be filled at that election.

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

First Reading: September 16, 2021 PASSED

Second Reading: October 21, 2021

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 21-24

**AN ORDINANCE AMENDING THE MUNICIPAL CODE, TITLE 1, CHAPTER 1, SECTION 1-102;
DESCRIPTION OF WARDS.**

Whereas, the City of White House has received the 2020 Census data from the Federal government;

Whereas, the City Administrator formed a redistricting committee made up of the City Administrator, City Attorney, Planning Director, and Legislative/Administrative Services Director;

Whereas, the redistricting committee has reviewed the census data from the Federal government and the State of Tennessee Comptroller's Office;

Whereas, the redistricting committee adjusted the four wards of the City to meet redistricting requirements;

Whereas, a map of the redistricting has been prepared and reviewed by the Mayor and Aldermen in a study session on September 16, 2021;

Whereas, the revised redistricting map is shown as Exhibit A.

Therefore, shall it be ordained that the Municipal Code, Title 1, Chapter 1, Section 1-102 as hereby amended as follows:

1-102. Description of wards. The City of White House shall consist of four (4) wards, each composed of (1) alderman, described as follows:

Ward one (I) shall consist mainly of a portion of the city situated in Robertson County as reflected on the official 2000 2020 census tract map.

Ward two (II) shall consist mainly of a portion of the city situated in Robertson County as reflected on the official 2000 2020 census tract map.

Ward three (3) shall consist of a portion of the city situated in Sumner County as reflected on the official 2000 2020 census tract map.

Ward four (4) shall consist of a portion of the city situated in Sumner County as reflected on the official 2000 2020 census tract map.

An official copy of the wards geographical area contained on the 2020 census tract maps shall be maintained on file in the City Recorder's office.

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

First Reading: October 21, 2021

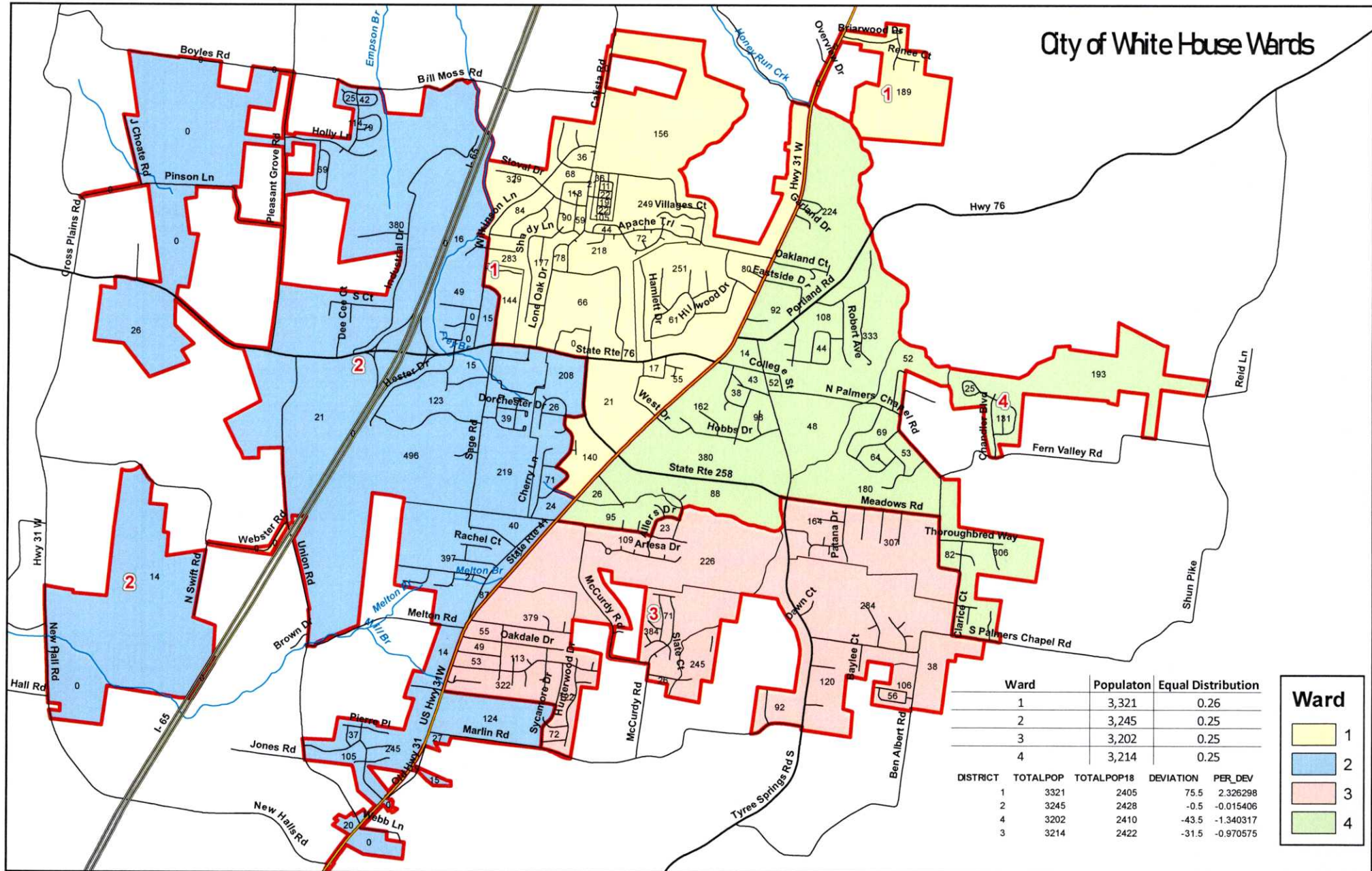
Second Reading: November 18, 2021

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

City of White House Wards



ORDINANCE 21-25

**AN ORDINANCE TO AMEND THE ZONING MAP FROM R-10, RESIDENTIAL
HIGH DENSITY DISTRICT TO R-TC, RESIDENTIAL HIGH DENSITY TOWN
CENTER COMMERCIAL DISTRICT ON TRYEE SPRINGS RD**

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to dividing the city into zones and districts restricting and regulating therein the location, construction, reconstruction, alteration, and use of buildings, structures, and land for residential, business, commercial uses; and,

WHEREAS, the City's Comprehensive Plan defines the area as a transitional place between existing uses and development patterns. The intent of this Character Area is to be flexible and accommodating to development, while fitting new development into the City's overall character.; and,

WHEREAS, The City of White House Regional Planning Commission on Monday September 13, 2021 reviewed and approved the rezoning request; and,

NOW, THEREFORE, BE IT ORDNANIED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF WHITE HOUSE, TENNESSEE THAT THE FOLLOWING APPLY:

SECTION 1. That the City of White House Zoning Map be amended from R-10, Residential High Density District to R-TC, Residential High Density Town Center Commercial district, included in "EXHIBIT A" and described as follows:

REFERENCED SUMNER COUNTY TAX MAP 077G, GROUP B, PARCEL 010.00 AND IS LOCATED AT 100 TYREE SPRINGS ROAD

SECTION 2. That the Board of Mayor and Aldermen of the City of White House, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of White House for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days' notice of the time and place of said meeting has been published in a newspaper circulated in the City of White House, Tennessee. This Ordinance shall take effect fifteen (15) days from the date of its final reading and adoption by the Board of Mayor and Aldermen, and publication, the public welfare demanding it.

SECTION 3. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this Ordinance which is not itself invalid or unconstitutional.

SECTION 4. In case of conflict between this Ordinance or any part thereof and the whole or part of any existing or future Ordinance of the City of White House, the most restrictive shall in all cases apply.

First Reading: October 21, 2021

Second Reading: November 18, 2021

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 21-25
"EXHIBIT A"



ORDINANCE 21-26

**AN ORDINANCE TO AMEND THE ZONING MAP AND RESUBDIVIDE LAND
FROM C-2, GENERAL COMMERCIAL TO NCRPUD, NEIGHBORHOOD
CENTER RESIDENTIAL PLANNED UNIT DEVELOPMENT ON HWY 31W**

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to dividing the city into zones and districts restricting and regulating therein the location, construction, reconstruction, alteration, and use of buildings, structures, and land for residential, business, commercial uses; and,

WHEREAS, the City's Comprehensive Plan defines the area as a transitional place between existing uses and development patterns. The intent of this Character Area is to be flexible and accommodating to development, while fitting new development into the City's overall character.; and,

WHEREAS, The City of White House Regional Planning Commission on Monday October 12, 2021 reviewed and approved the rezoning request; and,

**NOW, THEREFORE, BE IT ORDNANIED BY THE BOARD OF MAYOR AND ALDERMEN OF THE
CITY OF WHITE HOUSE, TENNESSEE THAT THE FOLLOWING APPLY:**

SECTION 1. That the City of White House Zoning Map be amended from C-2 General Commercial to NCRPUD, Neighborhood Center Residential Planned Unit Development for the property included in "EXHIBIT A" and described as follows:

**5.48 ACRES ARE REFERENCED SUMNER COUNTY TAX MAP 97, PARCEL 009.00 LOCATED AT
2724 HIGHWAY 31W**

SECTION 2. That the Board of Mayor and Aldermen of the City of White House, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of White House for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days' notice of the time and place of said meeting has been published in a newspaper circulated in the City of White House, Tennessee. This Ordinance shall take effect fifteen (15) days from the date of its final reading and adoption by the Board of Mayor and Aldermen, and publication, the public welfare demanding it.

SECTION 3. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this Ordinance which is not itself invalid or unconstitutional.

SECTION 4. In case of conflict between this Ordinance or any part thereof and the whole or part of any existing or future Ordinance of the City of White House, the most restrictive shall in all cases apply.

First Reading: October 21, 2021

Second Reading: November 18, 2021

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 21-26
"EXHIBIT A"



Item # 7 Beech Grove Development/Jeremy Leggo

Applicant or Representative-
Overview: Jeremy Leggo

Tax Parcel and ID
**Sumner County Tax Map 97,
Parcel 009.00**

Zoning and Property
C-2 to NCRPUD

Description Location Overview
2724 Highway 31W.

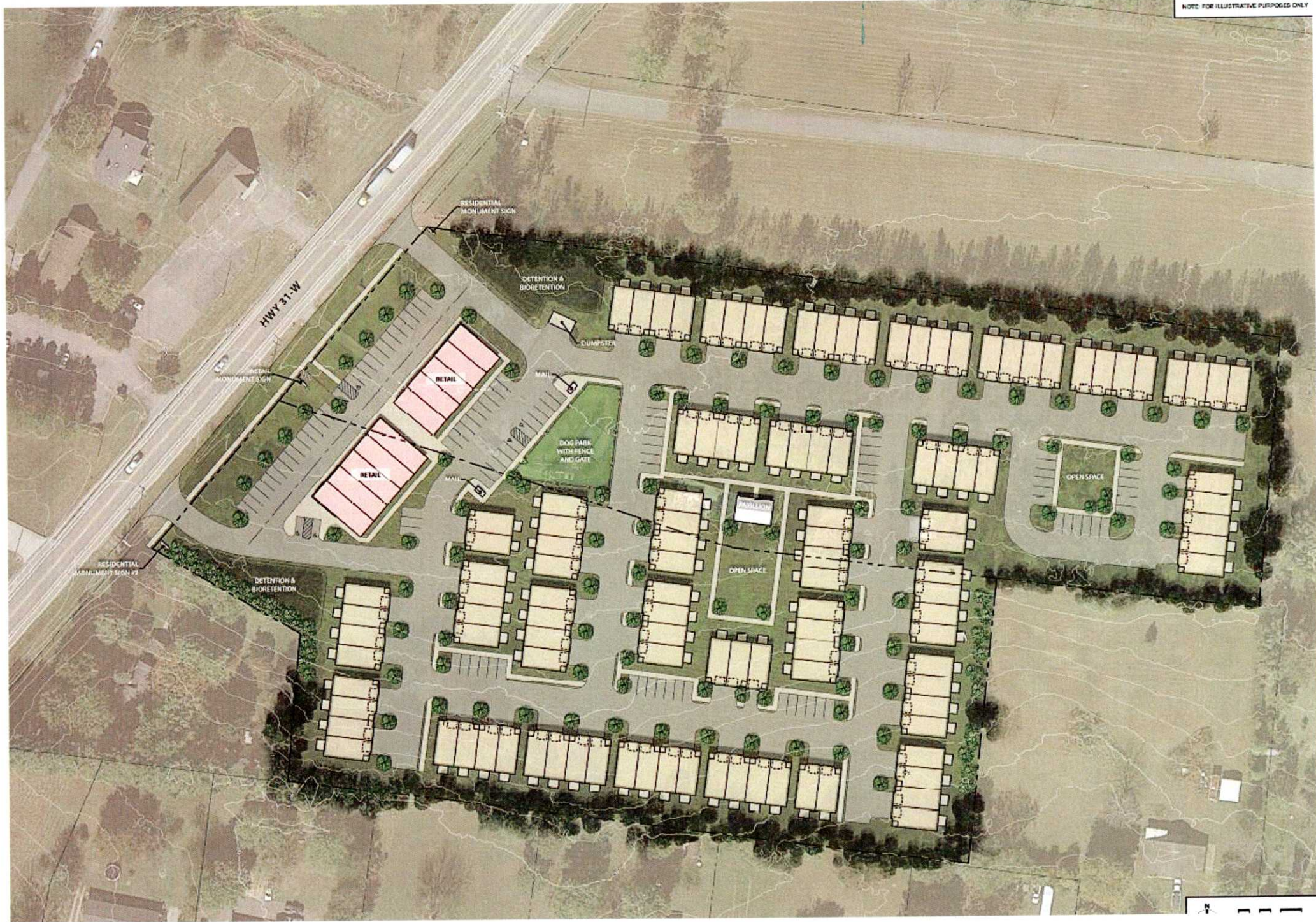
Comprehensive Plan District:
Hwy 31 Corridor

Staff Recommendation:
Approval. With stipulations.

Staff Overview

This was an already approved project for 70 townhomes to NCRPUD. The developer has purchased the five-acre lot adjacent and requesting to rezone this parcel to NCRPUD with an additional 50 townhomes, but will also add an additional 11,000 square feet of retail space in the front of the development. There is a condemned old real estate office that currently sits on the property. There will be turn lanes into the development at both access points, but a southbound turn lane should be considered. Other stipulations to be included are to make the show the sidewalks going through the driveways. Adhere to 35' setbacks.







ORDINANCE 21-27

**AN ORDINANCE TO AMEND THE ZONING MAP FROM R-15 MEDIUM
FAMILY AND ROBERTSON COUNTY AGRICULTURAL TO SUBURBAN
RESIDENTIAL PLANNED UNIT DEVELOPMENT ON CALISTA RD**

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to dividing the city into zones and districts restricting and regulating therein the location, construction, reconstruction, alteration, and use of buildings, structures, and land for residential, business, commercial uses; and,

WHEREAS, the City's Comprehensive Plan defines the area as a transitional place between existing uses and development patterns. The intent of this Character Area is to be flexible and accommodating to development, while fitting new development into the City's overall character.; and,

WHEREAS, The City of White House Regional Planning Commission on Monday October 12, 2021 reviewed and approved the rezoning request; and,

**NOW, THEREFORE, BE IT ORDNANIED BY THE BOARD OF MAYOR AND ALDERMEN OF THE
CITY OF WHITE HOUSE, TENNESSEE THAT THE FOLLOWING APPLY:**

SECTION 1. That the City of White House Zoning Map be amended from Robertson County Rural Residential to SRPUD, Suburban Residential Planned Unit Development for the property included in "EXHIBIT A" and described as follows:

127.62 ACRES ARE REFERENCED AS PART OF ROBERTSON COUNTY TAX MAP 096, PARCELS 32 AND 33. PROPERTY IS LOCATED ON CALISTA ROAD. "EXHIBIT A".

SECTION 2. That the Board of Mayor and Aldermen of the City of White House, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of White House for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days notice of the time and place of said meeting has been published in a newspaper circulated in the City of White House, Tennessee. This Ordinance shall take effect fifteen (15) days from the date of its final reading and adoption by the Board of Mayor and Aldermen, and publication, the public welfare demanding it.

SECTION 3. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this Ordinance which is not itself invalid or unconstitutional.

SECTION 4. In case of conflict between this Ordinance or any part thereof and the whole or part of any existing or future Ordinance of the City of White House, the most restrictive shall in all cases apply.

First Reading: October 21, 2021

Second Reading: November 18, 2021

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

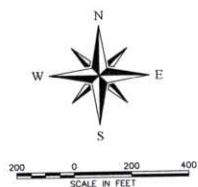
ORDINANCE 21-27
"EXHIBIT A"



811 CALL
911
NATIONWIDE

Know what's below.
Call before you dig.

By law, you must call 800-4-A-DIGIT (463-4274) or your local 811 number at least 48 hours before digging more than 4 inches deep, even if it's just to plant flowers. In some states, you may also need to call additional agencies. For more information, visit www.callbeforeyoudig.org. Call 800-4-A-DIGIT today!



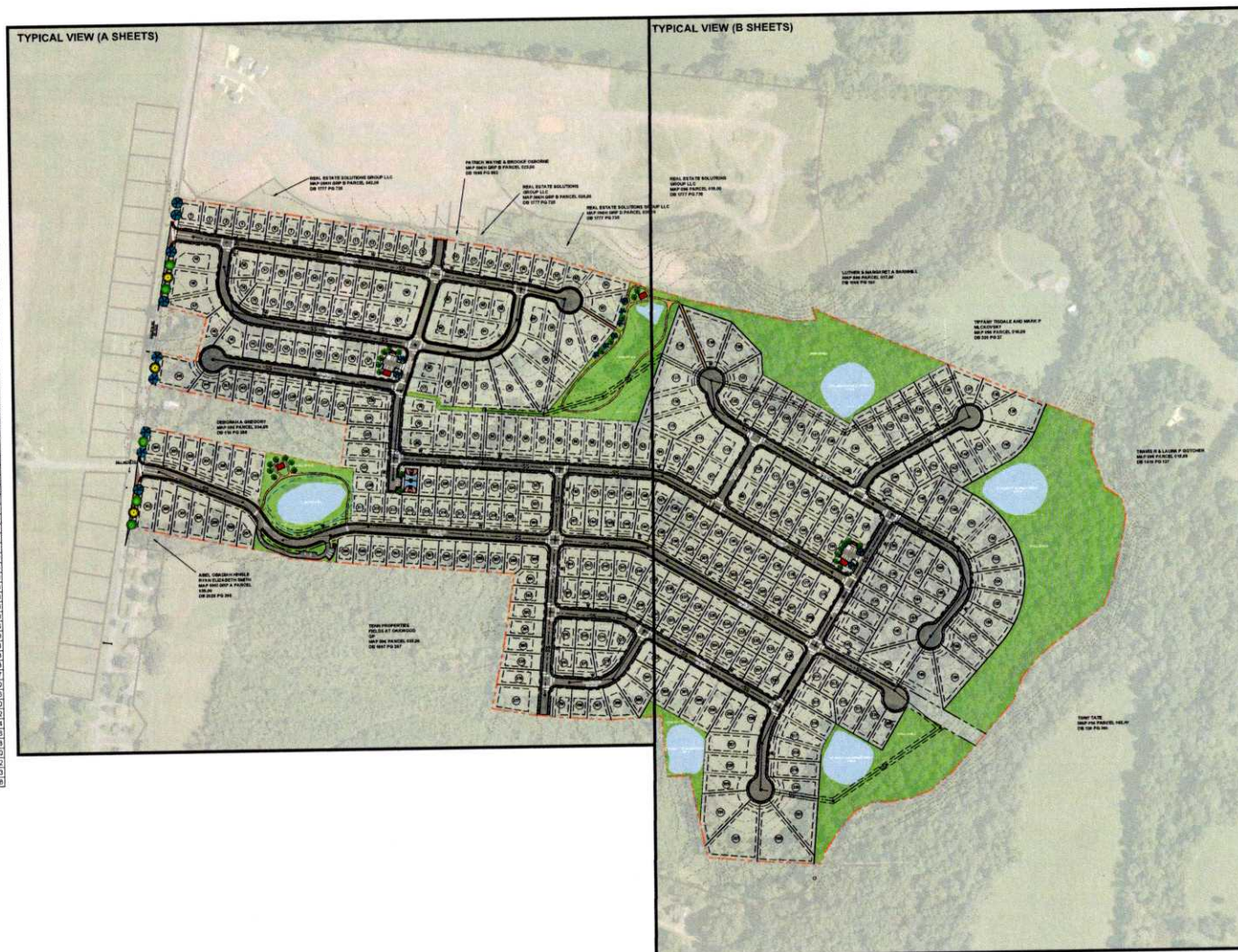
TOTAL AREA: 5,532,120 S.F., 127 ACRES
PROPERTY ZONING: SRPUD
TOTAL LOTS: 345
ALLOWABLE DENSITY: 3.0 UNITS PER ACRE
PROPOSED DENSITY: 2.7
REQUIRED OPEN SPACE: 15%
PROPOSED OPEN SPACE: 17.42%



KLOBBER
ENGINEERING SERVICES

SERVING CLIENTS WITH CIVIL ENGINEERING & LAND DEVELOPMENT SERVICES
3156 TOM AUSTIN HWY., SUITE 1, SPRINGFIELD, TN 37172
PHONE: (615) 382-2000 FAX: (615) 375-4465
www.moberg.com

Lot	Area	Area	Lot	Area	Lot	Area	Lot	Area
1	9032.91	7604.24	441	11744.7	211	12975.0	281	9004.0
2	7642.42	7727.42	442	12493.8	212	10716.2	282	8557.2
3	7642.42	7727.42	443	12494.3	213	10716.2	283	8557.2
4	7369.74	7170.14	444	8336.24	214	8245.2	284	7808.6
5		8626.45	445	7475.25	215	8245.2	285	7808.6
6	7369.74	7170.14	446	8336.24	216	8245.2	286	7808.6
7	7369.74	7170.14	447	8336.24	217	8245.2	287	7808.6
8	7369.74	7170.14	448	8336.24	218	8245.2	288	7808.6
9	7369.74	7170.14	449	8336.24	219	8245.2	289	7808.6
10	7369.74	7170.14	450	8336.24	220	8245.2	290	7808.6
11	7369.74	7170.14	451	8336.24	221	8245.2	291	7808.6
12	7369.74	7170.14	452	8336.24	222	8245.2	292	7808.6
13	7369.74	7170.14	453	8336.24	223	8245.2	293	7808.6
14	7369.74	7170.14	454	8336.24	224	8245.2	294	7808.6
15	7369.74	7170.14	455	8336.24	225	8245.2	295	7808.6
16	7369.74	7170.14	456	8336.24	226	8245.2	296	7808.6
17	7369.74	7170.14	457	8336.24	227	8245.2	297	7808.6
18	7369.74	7170.14	458	8336.24	228	8245.2	298	7808.6
19	7369.74	7170.14	459	8336.24	229	8245.2	299	7808.6
20	7369.74	7170.14	460	8336.24	230	8245.2	300	7808.6
21	7369.74	7170.14	461	8336.24	231	8245.2	301	7808.6
22	7369.74	7170.14	462	8336.24	232	8245.2	302	7808.6
23	7369.74	7170.14	463	8336.24	233	8245.2	303	7808.6
24	7369.74	7170.14	464	8336.24	234	8245.2	304	7808.6
25	7369.74	7170.14	465	8336.24	235	8245.2	305	7808.6
26	7369.74	7170.14	466	8336.24	236	8245.2	306	7808.6
27	7369.74	7170.14	467	8336.24	237	8245.2	307	7808.6
28	7369.74	7170.14	468	8336.24	238	8245.2	308	7808.6
29	7369.74	7170.14	469	8336.24	239	8245.2	309	7808.6
30	7369.74	7170.14	470	8336.24	240	8245.2	310	7808.6
31	7369.74	7170.14	471	8336.24	241	8245.2	311	7808.6
32	7369.74	7170.14	472	8336.24	242	8245.2	312	7808.6
33	7369.74	7170.14	473	8336.24	243	8245.2	313	7808.6
34	7369.74	7170.14	474	8336.24	244	8245.2	314	7808.6
35	7369.74	7170.14	475	8336.24	245	8245.2	315	7808.6
36	7369.74	7170.14	476	8336.24	246	8245.2	316	7808.6
37	7369.74	7170.14	477	8336.24	247	8245.2	317	7808.6
38	7369.74	7170.14	478	8336.24	248	8245.2	318	7808.6
39	7369.74	7170.14	479	8336.24	249	8245.2	319	7808.6
40	7369.74	7170.14	480	8336.24	250	8245.2	320	7808.6
41	7369.74	7170.14	481	8336.24	251	8245.2	321	7808.6
42	7369.74	7170.14	482	8336.24	252	8245.2	322	7808.6
43	7369.74	7170.14	483	8336.24	253	8245.2	323	7808

[illegible]

JOSHUA M. LYON, P.E. TN#112331

NOT FOR
CONSTRUCTION

PMDP FOR
A CALISTA ROAD
SUBDIVISION

DRAWN BY:	C
CHECKED BY:	J
PROJECT NO:	C03

OVERALL
SITE LAYOUT

SHEET NUMBER
P-1

ALL RIGHTS RESERVED. NO PART OF THIS PUBLICATION MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN PERMISSION FROM KLOBER ENGINEERING SERVICES.

KLOBER ENGINEERING SERVICES

7-21
REV.
224

PURCHASING....

White House Police Department

John W. Decker Police Facility

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

Michael Arnold
Mayor

Patrick M. Brady
Chief of Police

Gerald O. Herman
City Administrator

MEMORANDUM

To: The Board of Mayor and Alderman
From: Patrick Brady, Chief of Police
Date: October 7, 2021
Re: Sole Source – 4 Units E-Tickets Software and Accessories

The White House Police Department is requesting a “Sole Source” purchase of four Zebra EVM Units (E-Tickets) with Software, Accessories and Training (\$25,541.00 – See Attached) from Tyler Technologies.

Tyler Technology is our current software management system.

Thank you for your attention to this matter.



Scan's Driver License



Prints Citations



Quoted By:
Quote Expiration:
Quote Name:

Debbie Trainor
11/30/21
eCitations - Hand Held Units (4)

Sales Quotation For:

City of White House Police Department
303 N Palmers Chapel Road
White House, TN 37188
Phone: 6156724903

Shipping Address:

City of White House Police Department
303 N Palmers Chapel Road
White House TN 37188

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Brazos				
Interface				
Interface: Tyler Incode Court Case Mgmt System	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 0	\$ 0	\$ 0	\$ 0
License				
REF License - PDA [4]	\$ 3,400	\$ 510	\$ 2,890	\$ 714
Total	\$ 3,400	\$ 510	\$ 2,890	\$ 714
TOTAL	\$ 3,400	\$ 510	\$ 2,890	\$ 714

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Brazos				
Hosting Fee				
Brazos Hosting Fee	1	\$ 238	\$ 0	\$ 238

TOTAL

\$ 238

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Brazos					
Training	1	\$ 2,000	\$ 0	\$ 2,000	\$ 0
Set Up & Config	1	\$ 10,000	\$ 2,000	\$ 8,000	\$ 0
Brazos Project Management	1	\$ 1,000	\$ 0	\$ 1,000	\$ 0
<i>Sub-Total:</i>				\$ 11,000	\$ 0
<i>Less Discount:</i>					\$ 0
TOTAL				\$ 11,000	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Brazos					
Zebra EVM, HH, TC72, no cellular (TC720L-0ME24B0-FT)	4	\$ 1,343	\$ 5,372	\$ 0	\$ 0
Z1AE-TC72XX-3C00 / Zebra EVM, Warranty, TC72, 3 year	4	\$ 303	\$ 1,212	\$ 0	\$ 0
BTRY-TC7X-46MAH / Zebra EVM, TC7X Battery	4	\$ 61	\$ 244	\$ 0	\$ 0
CRD-TC7X-SESEU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet Cradle	1	\$ 472	\$ 472	\$ 0	\$ 0
CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line Cord, Multi-Slot CRD	1	\$ 19	\$ 19	\$ 0	\$ 0
PWR-BGA12V108W0WW / Zebra EVM, TC7X, Power Supply, Multi-Slot CRD	1	\$ 67	\$ 67	\$ 0	\$ 0
SAC-TC7X-4BTYP / Zebra EVM, TC7X, 4 Slot Battery Charger	1	\$ 122	\$ 122	\$ 0	\$ 0
CBL-DC-375A1-01 / Zebra EVM, US DC Line Cord for Battery Charger	1	\$ 9	\$ 9	\$ 0	\$ 0
PWR-BGA12V50W0WW / Zebra EVM, TC7X, Power Supply for Battery Charger	1	\$ 34	\$ 34	\$ 0	\$ 0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	2	\$ 10	\$ 20	\$ 0	\$ 0
ZQ52-BUE0000-00 / Zebra, Printer, ZQ521	4	\$ 611	\$ 2,444	\$ 0	\$ 0
P1063406-031 / Zebra, ZQ520, Vehicle Charger, cig adapter	4	\$ 36	\$ 144	\$ 0	\$ 0
LD-R4KN5B / Zebra, ZQ520/RW420, Paper, 36 rolls per case	1	\$ 107	\$ 107	\$ 0	\$ 0
TOTAL			\$ 10,266		\$ 0

Summary**One Time Fees****Recurring Fees**

Total Tyler Software

\$ 2,890

\$ 714

Total Annual

\$ 0

\$ 238

Total Tyler Services

\$ 11,000

\$ 0

Total Third-Party Hardware, Software, Services

\$ 10,266

\$ 0

Summary Total**\$ 24,156****\$ 952**

Travel

\$ 1,385



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of White House, with offices at 303 N Palmers Chapel Rd., White House, TN 37188-0069 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of July 21, 2017 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and/or services set forth in Exhibits 1 -3 and associated services as noted in Schedule 1 to this Amendment are hereby added to the Agreement.
2. The following payment terms, as applicable, shall apply:
 - a. Additional software fees will be invoiced 100% on the Amendment Effective Date.
 - b. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following the Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
 - c. *Hosting Fees*: Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
 - d. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.
 - e. Project Management services, if any, will be billed monthly in arrears, beginning on the tenth day of the month immediately following the Amendment Effective Date.
 - f. Third Party Software License Fees: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

Third Party Software Maintenance: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
- g. Travel expenses shall be invoiced as incurred, as applicable.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of White House, TN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client; • Fees for hardware are invoiced upon delivery; • Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.



CSR Engineering Inc.
1116 Main Street
Pleasant View, TN 37146
Phone: (615) 212-2389
Fax: (615) 246-3815
www.csrengineers.com

September 23, 2021
CSR Engineering Proposal No. 2021-49

Mr. Gerald Herman
105 College St.
White House, TN 37188

RE: PROPOSAL FOR ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR WL ANDERSON SOCCER PARK PARKING LOT PROJECT (LPRF GRANT) – CITY OF WHITE HOUSE, SUMNER COUNTY, TENNESSEE

Jerry,

CSR Engineering, Inc. is pleased to offer our professional services associated with your Parking Lot Project as part of the LPRF Grant award. Given the accumulation of previous work, background information, recent consultations, and TDEC LPRF requirements, we propose a three-phased approach to assist you with Design, Bidding, and Construction. Please accept this Letter Agreement as our proposal for these engineering and related services. The professional services provided by CSR under this Agreement are limited to the **General Scope of Work**.

General Scope of Work

- Preparation of exhibit(s) for any public input meetings, plus attend meeting in support of City Staff
- Survey, Design and Construction Plans for the Parking Lot Improvements in accordance with the submitted Grant scope of work (50, 75 and 100%) with major features noted below:
 - Parking Lot (access, aisles, roadway connections)
 - Lighting
 - Drainage and Stormwater Features
 - Sidewalks
 - Pavilions and ADA access
 - Landscaping Amenities
 - All related plans, details, notes and documents required for construction
- Provide a construction cost estimate at interim submittal (50%) prior to finalizing construction plans and specifications
- Develop, submit and obtain necessary construction permits required by TDEC (NPDES, NEPA as required for grant processing)
- Develop bid package items to assist the City with advertisement and bidding purposes and attend the pre-bid meeting (design-bid-build format)

➤ Construction Administration Services

- Review/verify pay requests, and assist the Parks and Recreation Director with any project RFI's
- Resolve any issue of non-compliance with material specifications, which have been uncovered during inspection of the work
- Any required monthly meetings for coordination with the contractor
- Prepare and distribute any amendments to design work due to bid proceedings
- Develop stakeholder requirements for the construction phase, attend and lead discussion during a Pre-Construction meeting using City of White House facilities as scheduled by City personnel
- Receive, review and respond to change orders and notices of potential claim
- Maintain records of all communication between construction contractor and construction administration forces
- Prepare and submit all projects documents in hard copy and digital copy for project closeout with TDEC

The fee for these services will be a lump sum of \$164,800 phased as follows:

Phase I –Survey, Design, Construction Plans	\$	87,500
Phase II – Bid Package, Meetings, Permits and Assistance	\$	9,500
<u>Phase III – Construction Administration</u>	<u>\$</u>	<u>67,800</u>
		\$164,800

Services provided will be limited to the specific scope of work defined above. Any subsequent engineering services determined will be included in later proposals. CSR's engineering services will be subject to the CSR's Terms and Conditions previously submitted to the City on similar contracts (included herein by reference). We will bill by percentage complete at the end of each month. The fee quoted includes compensation for basic services, check prints for your review and digital copy of all project documents to the City of White House. We will begin work immediately as per our discussion and will work on a reasonable schedule to submit documents according to your grant contract agreement and associated timeline.

Mr. Gerald Herman
September 23, 2021
Page 3

If this proposal meets with your approval, please state the services requested and execute an original and return a signed copy of this agreement to this office via post, email or fax. Again, we appreciate the opportunity to develop this proposal and look forward to completion of a successful project.

Sincerely,

A handwritten signature in black ink, appearing to read "J L Reynolds", with a stylized flourish at the end.

Jason Reynolds, PE
Project Manager

Accepted by:

Gerald Herman, City Administrator

Date



CSR Engineering Inc.
1116 Main Street
Pleasant View, TN 37146
Phone: (615) 212-2389
Fax: (615) 246-3815
www.csrengineers.com

October 5, 2021

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

Re: Sage McCurdy Turn Lanes Project Bid Certification

Dear Mr. Herman,

To the best of my knowledge, the attached Bid Tab is a true and exact tabulation of bids received. CSR has reviewed the bids for responsiveness and responsibility. We recommend awarding to the low bidder, Charles Deweese Construction, in the amount of \$453,411.00.

Sincerely,

A handwritten signature in black ink, appearing to read "JL Reynolds", with a stylized flourish at the end.

Jason Reynolds, P.E.
CSR Engineering

Attachment: Bid Tab Summary (All Bidders)
Bid Form (Charles Deweese Construction)



CITY OF WHITE HOUSE
BID# 22-1080E
SAGE RD-31W TURN LANES
Bid Opening: October 4, 2021 @ 2:00 pm

DESCRIPTION				
Company Name	Charles Dewese	Rogers Group	Sessions Paving	
Address	765	2124 Nashville Pike Gallatin, TN 37066	PO Box 90266 Nashville, TN 37209	
License Number	43241	1774	6962	
License Expiration	11/31/2023	11/31/2022	11/31/2022	
License Classification and Limit	unlimited; BC-B; AREA A	unlimited; BC-A; BC-b	AGLM unlimited	
IF ALL ITEMS LISTED ABOVE ARE INCLUDED - OPEN BID				
SIGNED BID BOND	✓	✓	✓	
SIGNED BID	✓	✓	✓	
BASE BID TOTAL	453,411.00	529,902.60	588,068.00	

BID FORM

Place: City of White House, Tennessee

Date : October 4, 2021

BID for the City of White House, Tennessee.

TO THE PURCHASING COORDINATOR
CITY OF WHITE HOUSE, TENNESSEE

I/WE Charles Deweese Construction, Inc.

Name of Bidder

765 Industrial Bypass North, Franklin, KY 42134

Address of Bidder

The undersigned, as Bidder, in compliance with your invitation for bids for the **2021 SAGE & MCCURDY ROAD TURN LANES PROJECT**, propose to furnish all necessary labor, machinery, tools, apparatus, equipment, service, and other necessary supplies, in strict accordance with the terms and conditions of the Plans and Bid Documents hereto attached and the Specifications referred to herein and do such other work incidental thereto as may be ordered by the Engineer or his/her agent, in writing, within the time set forth therein, and the price stated below.

The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans, Specifications and Bid Documents for the work, and has read all documents furnished prior to the opening of bids; and that he has satisfied himself relative to the work expected to be performed.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees that if he is awarded the contract for this work, he will commence work within 7 days from the date of a Notice to Proceed from the Owner and to fully complete the work within one hundred and eighty (180) calendar days inclusive of any and all weather delays. As time is of the essence, bidder also agrees to pay **\$800.00/day** as liquidated damages for each consecutive calendar day thereafter and shall include completion of all punch list items.

PROJECT PROPOSAL: Bidder agrees to perform all of the WORK on said roadway work described in the bid documents and shown on the plans as estimated and itemized below and to be completed within the project duration limits, as follows:

PROJECT ROADWAY BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED TOTAL
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	8,500.00	\$ 8,500.00 -
202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	28,500.00	\$ 28,500.00 -
203-01.06	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	450	25.00	\$ 11,250.00 -
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	250	35.00	\$ 8,750.00 -
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	250	35.00	\$ 8,750.00 -
203-05	UNDERCUTTING	C.Y.	50	80.00	\$ 4,000.00 -
209-03.21	FILTER SOCK (12 INCH)	L.F.	72	10.00	\$ 720.00 -
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	350	3.50	\$ 1,225.00 -
209-08.07	ROCK CHECK DAM	EACH	1	400.00	\$ 400.00 -
209-08.09	FILTER SOCK CHECK DAM	EACH	5	400.00	\$ 2,000.00 -
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	1850	24.00	\$ 44,400.00 -
307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	750	75.00	\$ 56,250.00 -
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	375	85.00	\$ 31,875.00 -
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	4	650.00	\$ 2,600.00 -
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	20	85.00	\$ 1,700.00 -
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	3	650.00	\$ 1,950.00 -
411-01.10	ACS MIX(PG64-22) GRADING D	TON	425	95.00	\$ 40,375.00 -
604-03.07	CLASS A CONCRETE (RAISED CURB ISLAND 4")	C.Y.	27	850.00	\$ 22,950.00 -
604-44.20	REMOVE & RESET (POND OUTLET STRUCTURE)	LS	1	1,500.00	\$ 1,500.00

607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	218	110.00	\$23,980.00
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	55	150.00	\$8,250.00
611-02.10	JUNCTION BOX, TYPE 1	EACH	2	4,250.00	\$8,500.00
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	6	1,200.00	\$7,200.00
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	200	3.50	\$700.00
611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	1	3,000.00	\$3,000.00
702-01.01	EXTRUDED SLOPING CURB	L.F.	271	30.00	\$8,130.00
712-01	TRAFFIC CONTROL	LS	1	2,500.00	\$2,500.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	45	40.00	\$1,800.00
712-05.01	WARNING LIGHTS (TYPE A)	EACH	4	100.00	\$400.00
712-06	SIGNS (CONSTRUCTION)	S.F.	135	6.00	\$1,050.00
713-16.20	SIGNS (NEW R1-2 36X36 WITH SUPPORT)	EACH	2	550.00	\$1,100.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	46	25.00	\$1,150.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	48	22.00	\$1,056.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	2	450.00	\$900.00
716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	289	5.00	\$1,445.00
716-12.01	ENHANCED FLATLINE THERMO PVMT MRKNG (4IN LINE)	L.M.	1.15	4,500.00	\$5,175.00
717-01	MOBILIZATION	LS	1	\$32,000.00	\$32,000.00
801-03	WATER (SEEDING & SODDING)	M.G.	22	\$75.00	\$1,650.00
803-01	SODDING (NEW SOD)	S.Y.	2200	6.50	\$14,300.00

PROJECT SIGNAL BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED TOTAL
714-05.03	PULL BOXES (TYPE B)	EACH	1	1,300.00	\$1,300.00
730-01.04	MODIFICATION OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	17,750.00	\$17,750.00
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	2	1,750.00	\$3,500.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	380	2.50	\$950.00
730-12.09	CONDUIT 3" DIAMETER (RGS)	L.F.	100	65.00	\$6,500.00
730-23.64	CANTILEVER SIGNAL SUPPORT (1 ARM @ 30')	EACH	2	8,500.00	\$17,000.00

and for the **Project total** of

"FOUR HUNDRED FIFTY THREE THOUSAND, FOUR HUNDRED ELEVEN (\$ 453,411.00)
 (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.
 and zero cents")

The above itemized and total prices for the project shall include all labor, materials, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids, and any combination including or not including add alternatives, and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute a formal Agreement provided by the City and deliver as defined in the attached project schedule below.

OTHER BUSINESS...



City of White House, Tennessee

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

CERTIFICATE OF COMPLIANCE

RETAIL PACKAGE STORE

Applicant name: J & L Liquors Store

Address of applicant: 322 Hester Drive, White House, TN 37188
Date of application: September 3, 2021

Store name: J & L Liquors Store

Owner name: Harsh Patel
Owner home address:

As a condition precedent to the issuance of a license under Tennessee Code Annotated §57-3-204, every applicant for a license under that section shall submit with the application to the commission a certificate signed by the Mayor of the City of White House.

Compliance Checklist

Yes or No

Yes	The applicant or applicants who are in charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application, and further, that in the official's opinion the applicant will not violate any of the provisions of Tennessee Code Annotated §57-3-208.
Yes	The applicant or applicants have secured a location for the business which complies with all restrictions of any local law, ordinance, or resolution, duly adopted by the City of White House (Municipal Code Title 8, Chapter 3 Package Liquor Stores – Ordinance 14-27).
Yes	The applicant or applicants have complied with any local law, ordinance or resolution duly adopted by the local authorities regulating the number of retail licenses to be issued within the City of White House.
Yes	No more than two licenses for the sale of alcoholic beverages shall be issued until such time the official census of the City of White House's population is equal to or greater than 24,000 (Municipal Code Title 8, Chapter 3 Package Liquor Stores, Section 8-305).

On Thursday, October 21, 2021, the Board of Mayor and Aldermen granted the Certificate of Compliance for J & L Liquors, LLC. On Thursday, October 21, 2021, the Board of Mayor and Aldermen held a public hearing regarding this Certificate of Compliance and no one spoke for or against it. Michael Arnold, Mayor of the City of White House, stated that the above named corporation is issued a "Certificate of Compliance" from the City of White House to operate a retail liquor store at the above address. The location of said business complies with all restrictions of local law, ordinance or resolution, duly adopted by the Board of Mayor and Aldermen.

The applicant has the right to seek review of any denial of a certificate by instituting an action in the chancery court having jurisdiction over the municipality or county within sixty (60) days of the denial. A failure on the part of the issuing authority to grant or deny the certificate within sixty (60) days of the written application for such shall be deemed a granting of the certificate. The requirement imposed by this section to submit a certificate shall not be applicable to any applicant if:

1. The authority of the City of White House charged with the responsibility to issue the certificate required herein shall have failed to grant or deny the certificate within sixty (60) days after written application for such certificate is failed; or
2. The applicant submits a final order of a court holding that the denial of the required certificate was unreasonable.

The content in this certificate is based on information located in the Tennessee Code Annotated §57-3-208.

Michael Arnold, Mayor

Date

cc: Rosemary Adams, Alcoholic Beverage Commission

FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is entered into this _____ day of _____, 2021 (the "Effective Date"), by and between the City of White House, Tennessee hereinafter referred to as the "Franchising Authority", and Cumberland Connect, a corporation duly organized and validly existing under the laws of the State of Tennessee, hereinafter referred to as the "Grantee," and further defined in **Subsection 1.1.L** below.

The Franchising Authority hereby acknowledges that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future video programming distribution related needs of the Service Area, as defined in **Subsection 1.1.V** below.

The Franchising Authority and the Grantee desire to enter into this Agreement for the construction and operation of a broadband video distribution system on the terms set forth herein.

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. "Additional Franchise" is a franchise other than the Franchise, as defined in **Subsection 1.1.K** below, granted to any third-party, including any renewal of an already existing cable franchise, for the construction, operation or maintenance of a cable system pursuant to the Cable Act, as defined in **Section 1.1.E**, below.

B. "Additional Franchise Agreement" is an agreement by which the Franchising Authority grants an Additional Franchise.

C. "Basic Cable Service" is the lowest priced tier of Cable Service, as defined in **Section 1.1.F**, below, that includes the retransmission of local broadcast television signals.

D. "Board/Council" shall mean the City of White House, Tennessee Board of Mayor and Aldermen.

E. "Cable Act" is Title VI of the Cable Act of 1984, as amended.

F. "Cable Services" shall mean: (i) the one-way transmission to Subscribers, as defined in **Subsection 1.1.X**, below, of (a) video programming or (b) another programming service and (ii) action(s) taken by Subscribers, which may be required for the selection or use of such video programming or other programming service.

G. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services, which shall include video programming, and which is provided to multiple Subscribers within the Service Area.

H. "Convertor Box" shall mean the device, whether it be a convertor box, set-top box, or terminal, that resides at Subscribers' locations and through which Subscribers receive the Cable Services.

I. "Effective Date" shall mean the date set forth in the first paragraph of this Agreement.

J. "FCC" shall mean the Federal Communications Commission, or successor governmental entity thereto.

K. "Franchise" shall mean the non-exclusive rights granted to Grantee pursuant to this Agreement to construct and operate a Cable System along the Public Ways, as defined in **Subsection 1.1.U** below, within all or a specified area in the Service Area.

L. "Grantee" means Cumberland Connect, or the lawful successor, transferee, or assignee thereof.

M. "Gross Revenues" shall mean all cash compensation or revenues of any kind or nature received directly or indirectly by the Grantee, its subsidiaries or parent, arising from, attributable to, or in any way derived from the provision of Cable Services by the Grantee within the Service Area, as long as all such Gross Revenues are in accordance with generally accepted accounting principles. Gross Revenues include, but are not limited to, monthly fees charged to Subscribers for Basic Cable Service; monthly fees charged to Subscribers for any optional, premium, per-channel or per-program service; monthly fees charged to Subscribers for any tier of Cable Service other than Basic Cable Service; fees for installation, disconnection, and reconnection of Cable Service; late fees assessed for any Subscriber payment obligation; change of service fees; leased channel fees; franchise fees collected from Subscribers, Convertor Box rental or sales fees; programming production and/or studio equipment rental fees; advertising revenues; and revenues derived by the Grantee from home shopping channel sales to Subscribers. Gross Revenues shall not include: (i) any tax, fee, or assessment of general applicability, (ii) unrecovered bad debt, and (iii) revenues received from the provision of internet service over the Cable System unless and until such time as Federal law or the FCC's rules and regulations determine that internet service shall be designated a Cable Service and included in Gross Revenues for the purpose of calculating franchise fees. Advertising and home shopping revenues shall be allocated on a pro-rata basis based on the number of total Subscribers versus the Subscribers residing within the Service Area, provided the revenues cannot be calculated on a per-Subscriber basis. Gross Revenues shall be the basis for computing any franchise fee.

N. "Installation" shall mean the connection of the Cable System from feeder fiber, cable, or other distribution mechanism to Convertor Boxes.

O. "OTT" shall mean an Over-the-Top video programming service whose owner and/or operator was granted a franchise by the Franchising Authority to provide programming to the Service Area, regardless of the distribution facilities used by the owner and/or operator.

P. "OVS" shall mean an Open Video System, as certified by the FCC pursuant to 47 U.S.C. § 573, as may be amended, whose owner and/or operator was granted a franchise by the Franchising Authority to provide video programming to the Service Area, regardless of the distribution facilities used by the owner and/or operator.

Q. "Person" shall mean an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

R. A "Pole" may refer to any telephone pole, conduit and/or other facility which is owned by the Franchising Authority upon which the Grantee may affix the Cable Systems facilities.

S. "Public Building" shall mean police and fire stations and administration buildings of the Franchising Authority located within the Service Area.

T. "Public School" shall mean any school at any educational level operated within the Service Area by any public, private or parochial school system, but limited to, the equivalent of elementary schools, junior high schools, middle schools and high schools.

U. "Public Way" shall mean the surface of, and the space above and below, each of the following, which are dedicated to the Franchising Authority and maintained under public authority or by others and located within the Service Area: streets, roadways, highways, freeways, parkways, bridges, land paths, boulevards, avenues, lanes, courts, ways, alleys, sidewalks, circles, drives, easements, rights-of-way, and similar public ways and extensions and additions thereto, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area.

V. "Service Area" means the present boundaries of the Franchising Authority and shall include any additions thereto by annexation or other legal means, subject to the exceptions specifically stated herein.

W. "State" shall mean the State of Tennessee.

X. "Standard Installation" is defined as Installation of the Cable Service that is within 125 feet from the nearest connection point to the Cable System.

Y. "Subscriber" means a Person who, with the Grantee's express permission, lawfully receives Cable Service from the Cable System.

SECTION 2

Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area. The Grantee is authorized for that purpose to erect, install, or construct; repair, replace, or reconstruct; and operate, maintain, or retain such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services, data services, information and other communications services or for any other lawful purposes in, on, over, under, upon, across, or along any Public Way; subject to the rights of others to such Public Ways, applicable laws and the conditions set forth in this Agreement.

2.2 Additional Franchises.

A. Additional Franchise Granted in More Favorable Terms. If, following the Effective Date, the Franchising Authority exercises its right to grant an Additional Franchise to a third-party and the Grantee believes that the Additional Franchise Agreement created therefrom bestows benefits and imposes burdens on such third-party, which on balance, are materially more advantageous to such third-party than the benefits bestowed and the burdens imposed on the Grantee by this Agreement, the Grantee may at any time request that the Franchising Authority compare the Additional Franchise Agreement and the Agreement and make a determination as to the Grantee's belief. If the Franchising Authority determines that the Grantee's belief is correct, the parties shall renegotiate the terms and conditions of this Agreement as provided for in this Subsection. If the Franchising Authority is required by an existing ordinance, regulation, or State or federal law, including the Cable Act, to provide advance written public notice of any request for an Additional Franchise from a third-party, the Franchising Authority shall make such notice and simultaneously provide the Grantee with a copy of the proposed request.

B. Procedure for Review of Additional Franchise Agreement. The Franchising Authority shall have ten (10) days after receipt of a request from the Grantee to issue a written determination as to its comparison of the Additional Franchise Agreement and this Agreement. If the Franchising Authority determines that the Additional Franchise Agreement is more favorable to the third-party, negotiations on a new Agreement or an amendment to the current Agreement shall commence within three (3) business days of the Grantee's receipt of the determination. The focus of such negotiations shall be to create overall economic, technical and operational parity between the franchisees. If the Grantee disagrees with the Franchising Authority's decision, the Grantee may request that the Franchising Authority reconsider within three (3) business days of receipt of the determination.

C. Factors for Determination. In making a determination under this Section 2, the Franchising Authority will consider factors including, but not limited to: (i) the term of the franchise; (ii) the franchise fee to be paid by each franchisee; (iii) the number and density of dwelling units to be served; (iv) differences in construction, operational maintenance requirements and the costs thereof; (v) differences in required system characteristics, including state-of-the-art requirements; (vi) differences in service obligations, including the provision of access to public,

educational and government (“PEG”) channels and institutional service requirements; (vii) differences in permitted cable service fees and charges; and (viii) such other factors that are relevant to an inquiry into the overall economic, technical and operational parity of the agreements.

2.3 Police Powers and Conflicts with Franchise. The Grantee acknowledges that its rights hereunder are subject to the police power of the Franchising Authority to adopt and enforce general franchises necessary for the safety and welfare of the public. The Grantee shall comply with all applicable general laws and regulations enacted by the Franchising Authority and all state and federal laws and regulations. Subject to its lawful police powers, the Franchising Authority may not, by franchise or otherwise, alter any of the Grantee’s material rights, benefits, obligations or duties as specified in this Agreement. In the event of a conflict between any franchise and this Agreement, the terms and conditions of this Agreement shall control, provided; however, that the Grantee agrees that it is subject to the lawful police power of the Franchising Authority. Grantee acknowledges that the Franchising Authority has the right to grant other franchises for Cable Services.

2.4 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Agreement. In the event of a conflict between any ordinance and this Agreement, this Agreement shall control; unless the ordinance address a vital public health concern.

2.5 Other Authorizations. The Franchising Authority shall not permit any Person to provide services similar to those provided by the Grantee within the Service Area without the Person first securing an Additional Franchise. The Franchising Authority shall not grant any Additional Franchises or other authorizations to third-parties, including franchises or authorizations granted to OVS or OTT providers, to provide services similar to those provided by the Grantee within the Service Area on terms and/or conditions more favorable or less burdensome than those granted to the Grantee as set forth herein. Grantee acknowledges that The Franchising Authority has previously granted a franchise to Tele-Media Company of Green River.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal.

A. The Franchise shall be for a term of five (5) years, commencing on the Effective Date of this Franchise as set forth below subject to the Grantee's acceptance by countersigning where indicated below. This Franchise shall be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least one (1) year before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

3.2 Assessment of Needs. In addition to the procedures set forth in **Section 626(a)** of the Cable Act, the Franchising Authority agrees to notify the Grantee of all assessments the Franchising

Authority has made regarding (i) the cable-related needs and interests of the community within the Service Area and (ii) the performance of the Grantee under the Agreement and the Franchise upon request from the Franchising Authority.

3.3 Terms Consistent with Law. The Franchising Authority and the Grantee consider the terms set forth in this Subsection to be consistent with the express provisions of **Section 626** of the Cable Act.

3.4 Consideration of Additional Franchise Agreements and Authorizations. The Franchising Authority shall take into account any previously granted Additional Franchise Agreements or authorizations, when seeking to impose increased obligations upon the Grantee in any renewal of this Agreement or the Franchise. The proposed increased obligations shall not be more burdensome and/or less favorable than those contained in any such Additional Franchise Agreements or authorizations.

SECTION 4

Insurance and Indemnification

4.1 Insurance Requirements. The Grantee shall obtain and/or maintain, at its own cost, insurance that meets the coverage requirements set forth in this Subsection. Such insurance shall be in full force and effect during the term of the Agreement and the Franchise and any renewal periods of the same. The Franchising Authority shall be designated as an additional insured and such insurance shall be noncancelable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this Subsection. The insurance shall be in the amounts as follows:

Worker's Compensation:	Statutory Limits
Commercial General Liability:	\$1,000,000 per occurrence
Combined Single Liability (C.S.L.):	\$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos:	\$1,000,000 C.S.L.
Umbrella Liability:	\$1,000,000 per occurrence C.S.L.

4.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of the Cable System provided that the Franchising Authority shall give the Grantee written notice within ten (10) days of the Franchising Authority's receipt of a claim or action pursuant to this Subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority, its officers, members, agents or employees or for the Franchising Authority's use of the Cable System, including the use of any PEG channels.

SECTION 5

Service Obligations

5.1 No Discrimination. The Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. The Grantee shall comply at all times with all other applicable federal, State and local laws and regulations.

5.2 Privacy. The Grantee shall comply with all applicable federal or State laws and regulations regarding the privacy rights of Subscribers.

5.3 Rates. The Grantee shall establish rates that are nondiscriminatory within the same general class or tier of Subscribers. Nothing contained herein shall prohibit the Grantee from offering: (i) discounts to commercial and multiple family dwelling Subscribers billed on a bulk basis; (ii) promotional discounts; (iii) reduced Installation rates for Subscribers who have multiple services; and (iv) discounted rates in those portions of the Service Area subject to competition from other video programming providers.

SECTION 6

Service Availability

6.1 Service Area. The Grantee shall make the Cable Service available to every dwelling unit within the Service Area so that the Cable Services, unless specifically stated hereon, is available to areas with a minimum density of at least ten (10) dwelling units per quarter cable mile within three (3) years from the Effective Date. The Grantee shall provide Cable Service to all areas for which the parent company, Cumberland Electric Membership Corporation ("CEMC"), provides electric service, regardless of the density standards referenced in this Subsection. The build-out requirements in this Subsection do not apply to areas within the Service Area that are currently being served by another Person pursuant to an Additional Franchise Agreement. The Grantee shall Install the Cable Service at its published rates.

6.2 Service to New or Previously Un-served Single Family Dwellings. The Grantee shall offer Cable Service to all dwelling for which the parent company, CEMC, provides electric service. Such service shall be offered at its published rates for Standard Installation.

6.3 Service to New Subdivisions. Where the Franchising Authority has created or established a new subdivision for dwelling units within the Service Area after the Effective Date, the Grantee shall make the Cable Service available to these dwelling units if the following conditions are met: (i) the dwelling units must have building foundations in place; (ii) electric and/or telephone facilities have been installed to provide electric or telephone service to the dwelling units; (iii) the dwelling units are located within 125 feet of the Grantee's existing Cable Service distribution facilities; (iv) the minimum density of the new subdivision is at least ten (10) dwelling units per quarter cable mile; and (v) the Grantee is not required to pay an entrance fee or private right-of-way fee to provide Cable Service to the subdivision. If all of these conditions are met, the Grantee shall extend Cable Service to such a dwelling unit within six (6) months of a written request by a resident of the new subdivision with authority to contract for cable services for the dwelling unit.

6.4 Service to Annexed Areas. The Grantee shall offer Cable Services to any area described in any annexation franchise passed after the Effective Date within one (1) year after the effective date of such annexation franchise. The area delineated in the annexation shall be included with, and become part of the definition of, the Service Area upon the Installation of the Cable Service within the annexation area.] The Grantee shall not be required to offer service to the annexation area if the Grantee or a Person already provides video programming services to the annexation area or if the density of homes is less than that required in Section 6.1.

6.5 Additional Service. The Grantee shall offer cable service to all areas for which the parent company, CEMC, provides electric service. The Grantee may impose an additional charge in excess of its Standard Installation charge to any Subscriber for any Installation that requires the Grantee to exceed the standards set forth in this Section 6. This additional charge shall be computed on a time plus materials basis to be calculated on that portion of the Installation that is above and beyond 125 feet for the nearest connection point to the Cable System.

SECTION 7
Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the Occupational Safety and Health Act of 1970 and the National Electric Safety Code and all federal, state and city laws, ordinances, rules and regulations regarding such installation.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head-end or comparable broadband facility or equipment; distribution system; towers; house connections, structures, Poles, wire, cable, coaxial cable, and fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel. The location of any such equipment shall be in compliance with all applicable federal, state and city laws, ordinances, rules and regulations, and shall not interfere with or pose a danger to person or property, or interfere with any improvements that the City may deem property to make, or hinder or obstruct the use of Public Rights of Way.

Grantee shall use only new cables and equipment in the installation of the system, and such installation shall be performed in a good and workmanlike manner.

7.3 Safety. The Grantee shall at all times employ good care and commonly accepted methods and practices in the video distribution industry in the installation and maintenance, including but not limited to Installations, of the Cable System's facilities and equipment necessary to provide the Cable Services. All such work shall be performed in substantial accordance with generally applicable federal, State, and local laws, ordinances, regulations and the National Electric Safety Code.

7.4 Network Technical Requirement. The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of complying with all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC rules and regulations.

7.5 Performance Monitoring. Grantee shall test the Cable System as required by the FCC's rules and regulations. The Franchising Authority may require additional tests, full or partial repeat tests, or different test procedures when there is evidence which casts doubt upon the reliability or technical quality of the Cable System on the basis of complaints received from the public or other evidence indicating an unresolved controversy or alleged significant non-compliance with the standards set forth in this Subsection. Such tests will be limited to the particular matter in controversy or the alleged significant non-compliance. The Franchising Authority shall schedule its requests for such tests so as to minimize hardship or inconvenience to the Grantee and to the Subscribers. The Franchising Authority shall not request such testing more than once annually.

7.6 Line Relocation. The Grantee will relocate its lines when necessary, practical, and justified. In all instances, the Grantee shall be the sole judge of circumstances concerning

necessity, practicality, and justification. The Grantee reserves the right to move its facilities at no charge to the property owner if the circumstances are in the best interest of the Grantee. Relocation of lines shall be as follows:

- A. Lines along roads being widened or relocated will be relocated at the expense of the Grantee provided said lines are on public right-of-way or right-of-way donated by the property owner.
- B. Lines along roads being widened or relocated at the expense of the state or county, if said lines are on property for which the property owner is being paid by the state or county.
- C. When a property requests the relocation of lines on his/her property, the total work order cost will be borne by the property owner. All aid-to-construction fees, based on the work order estimate, shall be paid prior to relocation. The actual cost of the relocation will be determined upon completion of the job and then reconcile with the property owner.

The property owner requesting relocation of the Grantee's lines shall provide the Grantee with suitable right-of-way for the relocation at no cost to the Grantee.

SECTION 8

Standards of Service

8.1 Poles. The Grantee shall have the right to utilize existing Poles and other infrastructure owned by Grantee whenever possible, and shall only construct or install new, different, or additional Poles whether on public property or on privately owned property where it has the authority to do so.

8.2 Underground Construction. The Grantee shall be authorized to construct, operate, and maintain its Cable System underground in areas where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services have such authorization and have given permission to the Grantee to do so. Nothing contained in this Subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances. Grantee shall promptly repair any damage caused by its installation, maintenance, or repair of the Cable System in such areas.

8.3 Permits. The Franchising Authority shall cooperate with the Grantee in granting any permits required for the construction of the Cable System in accordance with applicable laws, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Public Ways and that proposed construction shall be done in accordance with this Agreement.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ good care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades,

flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any facilities or Poles placed in any Public Way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such Public Way.

8.5 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall immediately replace and restore such Public Way to a condition reasonably comparable to or the same condition of the Public Way existing immediately prior to such disturbance.

8.6 Trimming of Trees and Shrubbery. The Grantee shall have the authority (to the extent such authority can be granted by the Franchising Authority) to trim trees or other natural growth on or along Public Ways in order to access and maintain the Cable System.

8.7 Emergency Alert System. Any Emergency Alert System ("EAS") provided by Grantee shall be operated in accordance with FCC regulations. Any use of such EAS by the Franchising Authority will be only in accordance with the applicable State and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the Franchising Authority's use of the EAS, including but not limited to reasonable attorneys' fees and costs, unless such claims arise from the negligence or intentional acts of Grantee.

8.8 Reimbursement of Costs. If funds are available to any Person/Entity using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed or provide the Grantee the same opportunities for reimbursement utilizing the same processes as other similarly situated entities.

SECTION 9 **Service and Rates**

9.2 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to overbuild, rebuild, modify, or sell the Cable System, or the Franchising Authority gives notice of intent to terminate or fails to renew the Agreement and this Franchise, the Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted service during such overbuild, rebuild, modification or sale of the Cable System, unless circumstances are beyond the control of the Grantee or are unforeseen or constitute a Force Majeure as discussed in **Section 15.2**. In the event of a change of the Grantee, or in the event a new operator acquires the Cable System, the Grantee shall cooperate with the Franchising Authority and the new grantee or

operator in maintaining continuity of service to all Subscribers. During such period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System.

9.3 Customer Service Standards. The Grantee will comply with the customer service standards promulgated by the FCC in accordance with **Section 632** of the Communications Act for as long as such standards are in effect. Such standards are incorporated herein as **Exhibit A**.

SECTION 10 **Franchise Fee**

10.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee of five percent (5%) of annual Gross Revenues. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Grantee shall commence payment of the franchise fee on the first day of the calendar month that is at least thirty (30) days after the Effective Date. The franchise fee payment shall be due quarterly and payable within 60 days after the close of each calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation of the franchise fee paid. This payment shall be in addition to, but separate from, any other tax or payment owed to the Franchising Authority by the Grantee, including ad valorem or business taxes. The Grantee shall keep true and accurate records necessary for the computation of the franchise fee for all franchise fee payments for three (3) years.

B. Limitation on Franchise Fee Audits. The period of limitation for recovery of any franchise fee payable hereunder shall be in accordance with the appropriate State or federal laws. Any additional amount due to the Franchising Authority shall be paid within thirty (30) days of the Franchising Authority submitting an invoice for such sum, the Grantee may audit the accuracy of its payment of franchise fees to the Franchising Authority. Any amounts overpaid by the Grantee shall be deducted from future franchise fee payments.

SECTION 11

Transfer of Franchise

11.1 Transfer of Franchise. The Franchise granted hereunder shall not be sold, transferred, leased or assigned, including but not limited to, by forced or voluntary sale, receivership, or other means without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee.

11.2 Transfer Without Consent Deemed Violation. Any sale, assignment or transfer of the Franchise or the Agreement occurring without prior approval of the Franchising Authority shall constitute a violation of the Agreement and the Franchise by the Grantee.

11.3 Transfer to Affiliates. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person/Entity that is owned or controlled by the Grantee, or any Person/Entity that owns or controls the Grantee. Grantee shall notify the Franchising Authority thirty (30) days prior to any such sale, assignment or transfer.

SECTION 12

Books and Records

12.1 Reports Required. The Grantee's schedule of charges, contract or application forms for Cable Service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Franchising Authority upon request.

12.2 Records Required. The Grantee shall at all times maintain and make available to the Franchising Authority the following documents within thirty (30) days of a written request, provided however that Franchising Authority may not request documents referenced in **Subsection 12.2** more often than once a year:

(i). A record of all complaints received regarding interruptions or degradation of Cable Service shall be maintained for two (2) years.

(ii). A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Upon thirty (30) days' advance written notice, the Grantee shall permit any duly authorized representative of the Franchising Authority to examine, during normal business hours on a non-disruptive basis, all records reasonably necessary to ensure the Grantee's compliance with the Agreement and this Franchise. Such notice shall specifically reference the section or subsection of the Agreement that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. The Grantee shall provide electronic copies of its books and records if available or paper copies if electronic copies are not available. The Grantee shall fully cooperate in making available its records and otherwise assisting in these activities. The Grantee shall not be required to maintain any books and records related to the Grantee's compliance with the terms and conditions of the Franchise longer than three (3) years. The Grantee shall not be required to provide Subscriber information to the Franchising Authority in violation of **Section 631** of the Cable Act. The Franchising Authority agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Franchising Authority aware of such confidentiality. The Grantee may require the Franchising Authority, or any of its employees, agents or representatives who will have access to such information to sign a confidentiality agreement prior to the release of any of this information.

SECTION 13 **Community Programming**

13.1 Service to Schools and Public Buildings. The Grantee shall offer to install one (1) Converter Box to each Public School and/or Public Building and will offer to provide Basic Cable Service and any "expanded" Basic Cable Service tier, if offered, for the term of this Agreement. The Cable Services shall be offered to the Public Schools and Public Buildings. Any such Public School may install, at its expense, such additional Converter Boxes for classroom purposes as it desires, provided that such installation shall not interfere with the operation of the Cable System. The quality and manner of installation of such additional connections at the Public Schools shall be approved by the Grantee prior to installation and shall comply with all local, State and federal laws and regulations. The requirement to provide Cable Services to Public Schools and Public Buildings is subject to the same build-out set forth in **Subsection 6.1**. The Grantee shall not be required to offer Cable Services to Public Schools and Public Buildings that are more than 125 feet from the nearest connection point to the Cable System, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation. In accordance with the Federal Communications Commission's Third Report and Order regarding Implementation of Section 621(a)(1) of the Cable Communication Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992, Released August 2, 2019, the cost of any installations to Schools and Public Buildings, if requested, shall be deducted against the Franchise Fee identified in Section 10.1 of this Ordinance.

13.2 Limitations on Use. The Cable Service provided pursuant to **Subsection 13.1** above shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any improper or inappropriate use of the Cable System.

SECTION 14
Enforcement and Termination of Franchise

14.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with or defaulted on any material term of this Agreement, the Franchising Authority may attempt to informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of such alleged noncompliance.

14.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in **Subsection 14.1**:

- (i). to respond to the Franchising Authority, contesting the assertion of such noncompliance;
- (ii). to cure such default; or
- (iii). in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed within such thirty (30) day period.

14.3 Enforcement. In the event the Franchising Authority determines that the Grantee is in material default of any provision of the Agreement, the Franchising Authority may, subject to applicable federal and State law,

- (i). seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- (ii). commence an action at law for monetary damages or seek other equitable relief; or
- (iii). seek to revoke the Franchise and terminate this Agreement in accordance with **Subsection 14.5**.

14.4 Revocation.

A. **Notice of Intent to Revoke.** Prior to revocation of the Franchise and termination of this Agreement, the Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise and terminate this Agreement. The notice shall set forth the exact nature of the noncompliance and include citation to one or more specific instances of substantial noncompliance with a material provision of this Agreement by the Grantee. The Grantee shall have sixty (60) days from such notice to object in writing to the Franchising Authority, state its reasons for such objection, and provide any explanation. If the Franchising Authority is not satisfied with the Grantee's response, it may revoke the Franchise and terminate this Agreement. The Grantee may appeal such termination to a court of competent jurisdiction.

14.5 Conditions of Sale.

A. If the Grantee's Franchise and this Agreement are lawfully revoked or terminated and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in **Section 627** of the Cable Act.

B. The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise and termination of this Agreement, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third-party. The Grantee shall be authorized to continue to operate pursuant to the terms of this Agreement during this period. If the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System during such time, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or State law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

C. Upon the termination of this Agreement and revocation of the Franchise, as provided herein, the Grantee shall, upon notice by the Franchising Authority, remove at its own expense the Cable System from all Public Ways. Notwithstanding the foregoing, the Grantee may abandon any property on Public Ways upon written notice to the Franchising Authority. If, within ninety (90) days of the receipt of such notice, the Franchising Authority determines that the safety, appearance, or use of the Public Ways would be adversely affected, the property must be removed by the Grantee by a date reasonably specified by the Franchising Authority, in light of the amount of work to be performed.

14.6 Good Faith Errors. The parties agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise or termination of this Agreement for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact to the Subscribers or the Cable Services.

SECTION 15 **Miscellaneous Provisions**

15.1 Compliance with State and Federal Laws. This Franchise shall be governed by and construed in accordance with Federal law, the laws of the State of Tennessee and the City of White House. The Grantee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and any applicable cable ordinance enacted by the Franchising Authority. Notwithstanding any other provisions of this Agreement to the contrary, the Grantee shall at all times comply with all laws and regulations of the State and federal government or any administrative agencies thereof which related to the conduct of the Grantee's business.

15.2 Force Majeure. No party to this Agreement shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a “Force Majeure Event,” which means any pandemic, act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or widespread general shortage of labor, equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts, action of labor unions, laws hereafter enacted, orders of governmental or civil or military or naval authorities, government action or inaction where action is required, court orders or any other cause, whether similar or dissimilar to the foregoing, not within the respective control of the applicable party (other than lack of or inability to procure monies to fulfill its commitments and obligations under this Agreement).

15.3 Actions of Parties. The Franchising Authority and the Grantee shall act in a reasonable, expeditious, and timely manner in regard to any action that is mandated or permitted under the terms hereof. Furthermore, in any instance where the approval or consent is required by one of the parties under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Entire Agreement. This Agreement constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements, whether oral or written. Neither party may unilaterally alter the material rights and obligations set forth in this Agreement, whether through governmental power or otherwise. Any amendments to this Agreement shall be mutually agreed to in writing by the parties.

15.5 Reservation of Rights. Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either express or implied, by the Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that the Grantee reserves all of its rights under applicable Federal and State Constitutions, laws and regulations.

15.6 Notices.

A. Unless otherwise expressly agreed between the parties, every notice or response required by this Agreement to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: (i) upon receipt when hand delivered to the other party, (ii) upon receipt when sent certified, registered mail, (iii) within five (5) business days after having been deposited with the United States Postal Service for standard delivery or (iv) or the next business day if sent by express mail or overnight courier.

B. Notices or responses to the Franchising Authority and the Grantee shall be addressed as follows:

if to the Franchising Authority:

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

if to the Grantee:

Cumberland Connect
Broadband Manager
1940 Madison Street
Clarksville TN 37043
Attn: Mark Cook

C. The Franchising Authority and the Grantee may designate such other address or addresses as those provided in **Subsection 15.6(B)** from time to time by giving notice to the other in the manner provided for in this Subsection.

15.7 Descriptive Headings. The captions to Sections and Subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

15.8 Severability. If any Section, Subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, Subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have signed this Amendment on the day and date set forth above.

Franchising Authority: City of White House, Tennessee

Signature: _____

Printed Name: Gerald Herman

Title: City Administrator

Grantee: Cumberland Connect

Signature: _____

Printed Name: Mark T. Cook, P. E.

Title: Broadband Manager

Exhibit A

Section 76.309 FCC Customer Service Obligations

1. Cable system office hours and telephone availability-

A. The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

i. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

ii. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

B. The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone availability standards above unless an historical record of complaints indicates a clear failure to comply.

C. Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

D. Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

2. Installations, outages, and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time.:

A. Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem

B. The "appointment window" alternative for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

C. If a cable operator representative is running later for an appointment with a customer and will not be able to keep the appointment as scheduled, best efforts will be made to contact the customer. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

3. Communications between cable operators and cable subscribers.

A. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

4. Definitions-

A. Normal Business Hours. The terms "normal business hours" means 7:30 a.m. to 4:30 p.m. Monday through Friday excluding holidays.

B. Normal Operating Conditions. The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

C. Service Interruption. The term "service interruption" means the loss of picture or sound on one or more cable channels.

GRADING, DRAINAGE, AND EROSION CONTROL NOTES:

1. TOPSOIL SHALL BE STRIPPED FROM ALL CUT AND FILL AREAS, STOCKPILED AND REDISTRIBUTED OVER GRADED AREAS TO A MINIMUM DEPTH OF 6 INCHES. MAKE STOCKPILES FREE DRAINING AND PROVIDE EROSION AND SEDIMENTATION CONTROLS AROUND STOCKPILES.
2. ALL GRADED AREAS SHALL BE SEEDED AND MULCHED WITHIN 14 DAYS AFTER GRADING IS COMPLETED.
3. CONSTRUCT TEMPORARY EROSION CONTROL AS SHOWN ON THE DRAWINGS PRIOR TO BEGINNING GRADING OPERATIONS.
4. ALL DRAINAGE STRUCTURES, PRIOR TO THE LIMITS OF CONSTRUCTION, AND DETENTION POND SHALL HAVE SEDIMENT REMOVED PRIOR TO FINAL ACCEPTANCE.
5. SILT BARRIERS SHALL BE CLEARED OF ACCUMULATED SEDIMENT WHEN APPROXIMATELY 1/3 FILLED.
6. ALL LOCATIONS OF TEMPORARY EROSION CONTROL DEVICES SHALL BE SUBJECT TO ADJUSTMENT AS DIRECTED BY THE ENGINEER.
7. WHEN THE TEMPORARY EROSION CONTROL DEVICES ARE NO LONGER REQUIRED FOR THE INTENDED PURPOSE, THEY SHALL BE REMOVED.
8. REPLACE DAMAGED AND WORN OUT SILT BARRIERS AS DIRECTED BY THE ENGINEER.
9. THE GRATE ELEVATIONS FOR CURB INLETS ARE GIVEN TO THE CENTER OF THE INLETS AT THE FACE OF CURB. THE GRATES SHALL SLOPE LONGITUDINALLY WITH THE PAVEMENT GRADE. ADJUST THE CASTING TO FALL ALONG THE CURB LINE.
10. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES, PROTECT UTILITIES TO REMAIN, AND REPAIR CONTRACTOR CAUSED DAMAGE ACCORDING TO LOCAL STANDARDS AT THE CONTRACTOR'S EXPENSE.
11. NOTIFY LOCAL UTILITY LOCATOR SERVICE OF INTENDED EXCAVATION/UTILITY TRENCHING OPERATIONS.
12. IN THE EVENT OF ANY DISCREPANCIES FOUND IN THE DRAWING OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER BEFORE PROCEEDING WITH THE WORK.
13. THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES AND OBTAIN ALL ADDITIONAL PERMITS AS APPLICABLE.
14. SPOT ELEVATIONS AND CONTOURS REPRESENT PROPOSED FINISHED GRADE AND TOP OF PROPOSED FINISHED PAVEMENT.
15. CONTRACTOR SHALL VERIFY ANY EXISTING ELEVATIONS AND INVERTS PRIOR TO BEGINNING WORK.
16. EXCESS MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR OFF THE OWNER'S PROPERTY AT NO ADDITIONAL COST AND IN A LEGAL MANNER.
17. CONTOUR LINES AND SPOT ELEVATIONS ARE THE RESULT OF A DETAILED ENGINEERING GRADING DESIGN AND REFLECT A PLANNED INTENT WITH REGARD TO DRAINAGE. SHOULD THE CONTRACTOR HAVE ANY QUESTIONS OF THIS INTENT OR ANY PROBLEMS WITH THE CONTINUITY OF GRADES, THE ENGINEER SHALL BE CONTACTED PRIOR TO BEGINNING WORK.
18. ALL CURBS AND SIDEWALK SHALL BE BACKFILLED WITH TOPSOIL AND SEEDED AND MULCHED, UNLESS OTHERWISE NOTED.
19. ALL PIPES UNDER PAVED AREAS SHALL BE BACKFILLED WITH CRUSHED STONE. ALL PIPES UNDER LAWN AREAS SHALL BE BACKFILLED WITH SATISFACTORY MATERIAL COMPACTED TO 95% MAXIMUM PER ASTM D698.
20. EXISTING TOPOGRAPHIC INFORMATION WAS PROVIDED BY STEVEN E. ARTZ, SURVEYING OF SPRINGFIELD, TN.
21. ALL STORM DRAINAGE PIPE SHALL BE CLASS II RCP UNLESS OTHERWISE NOTED. PIPE LENGTHS SHOWN ARE APPROXIMATE.
22. ALL CUT AND FILL SLOPES TO BE 3:1 MAXIMUM UNLESS NOTED OTHERWISE.
23. SATISFACTORY TOPSOIL IS DEFINED AS SOIL BEING FREE OF SUBSOIL, CLAY LUMPS, STONES, OTHER OBJECTS OVER 1 INCH IN DIAMETER, OR CONTAIN NON DEGRADED ORGANIC MATERIAL OR CONTAMINATES.
24. AFTER STRIPPING TOPSOIL, PROOF ROLL SUBGRADE WITH A LOADED DUMP TRUCK WITH A MINIMUM WEIGHT OF 20 TONS.
25. FINISH GRADE TOLERANCES ARE 0.15 FOOT ABOVE OR BELOW DESIGN ELEVATIONS.
26. PROVIDE TEMPORARY SEEDING ON ALL STOCKPILES AND ALL OTHER AREAS OF THE SITE THAT WILL REMAIN UNDISTURBED FOR 14 CALENDAR DAYS.
27. MAXIMUM SLOPE IN ALL DIRECTIONS OF HANDICAP PARKING SPACES SHALL BE 2%.
28. EARTHWORK FILL SHALL INCLUDE STRIPPING TOPSOIL AND PLACING ENGINEERED FILL IN MAXIMUM 8' COMPACTED LIFTS WITH DENSITY OF 98% OF MAXIMUM PER ASTM D698.
29. AS BUILT TOPOGRAPHIC SURVEY OF THE FINAL STORMWATER FACILITIES AND OUTLET STRUCTURES SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW FOR COMPLIANCE WITH THE ORIGINAL DESIGN. THE CONTRACTOR SHOULD CONSIDER SUBMITTING A PRELIMINARY TOPOGRAPHIC SURVEY TO THE ENGINEER PRIOR TO FINAL TOPSOIL APPLICATION.



(106 124.00)
JOHN KELLEY W
ETUX ETAL

INTERSECTION UNION ROAD
AND HARPER WAY
STA. 11+64

(106 175.00)
BRIAN HARPER

(106 175.00)
BRIAN HARPER

(106 175.00)
JOHN W MARLIN

(106 111.00)
LOVES TRAVEL STOPS &
COUNTRY STORES INC

BEGIN LOVES LANE
EXTENSION STA. 0+00

INTERSECTION LOVES LANE
EXTENSION STA. 3+25
AND HARPER WAY
STA. 0+00

STORM STRUCTURE PIPES

SHEET NO.	FROM		TO		S. GRADE	SIZE AND LENGTH (L.F.)				
	CODE	TOP ELEV.	OUTLET ELEV.	CODE	TOP ELEV.	15" RCP	18" RCP	24" RCP	36" RCP	48" RCP
C4	1	826.55	822.55	2	826.55	822.55	1.74%	23		
C4	2	826.55	822.05	3	823.75	819.85	4.89%	45		
C4	3	823.75	819.75	4	820.83	816.63	3.19%	96		
C4	4	820.83	816.53	5	819.50	810.20	5.36%	118		
C4	5	820.85	816.90	4	820.83	816.63	1.17%	23		
C4	6	819.92	815.92	7	819.92	815.60	1.39%	23		
C4	7	819.92	815.50	9	819.50	810.20	4.60%	113		
C4	8	819.50	810.50	9	819.50	810.20	1.39%		23	
C4	9	819.50	810.10	11	-	809.60	1.39%		36	
C4	10	-	811.00	8	819.50	810.60	1.33%			30
C4	12	818.00	814.00	13	818.00	813.60	1.74%	23		
C4	13	818.00	813.60	15	808.84	804.10	5.16%	182		
C4	14	808.77	804.77	15	808.84	804.10	2.91%	23		
C4	15	808.84	804.00	17	803.00	800.10	2.79%	140		
C4	16	803.50	799.50	17	803.00	799.10	1.25%	31		
C4	17	803.00	799.00	19	-	798.10	3.75%	24		
C4	18	-	801.00	16	803.50	799.60	7.78%	18		

STORM STRUCTURES

SHEET NO.	CODE	TYPE	INSIDE DIA.	DEPTH TOP OF CASTING TO INVERT	JBS FRAME/GRATE	TDOT STANDARD DWG.
C4	1	CB	32"x32"	4.00	3123	D-CB-12P
C4	2	CB	32"x32"	4.50	3123	D-CB-12P
C4	3	CB	32"x32"	4.00	3123	D-CB-12P
C4	4	CB	32"x32"	4.30	3123	D-CB-12P
C4	5	CB	32"x32"	3.95	3123	D-CB-12P
C4	6	CB	32"x32"	4.00	3123	D-CB-12P
C4	7	CB	32"x32"	4.42	3123	D-CB-12P
C4	8	CB	62"x62"	9.00	3123	D-CB-12SC
C4	9	CB	36"x108"	9.40	2X 3123	D-CB-14P
C4	10	EW	48"	-	-	-
C4	11	EW	48"	-	-	-
C4	12	CB	32"x32"	4.00	3123	D-CB-12P
C4	13	CB	32"x32"	4.50	3123	D-CB-12P
C4	14	CB	32"x32"	4.00	3123	D-CB-12P
C4	15	CB	32"x32"	4.84	3123	D-CB-12P
C4	16	CB	32"x32"	4.00	3123	D-CB-12P
C4	17	CB	32"x32"	4.00	3123	D-CB-12P
C4	18	EW	18"	-	-	-
C4	19	EW	18"	-	-	-

GRADING LEGEND

- 815 - EXISTING CONTOUR
- 817 - PROPOSED CONTOUR



PURPOSE FOR ISSUE: AGENCY REVIEW



SCALE: 1"=50'



CSR Engineering, Inc.
1116 Main Street
Pleasant View, TN 37146
P: 615.212.2389
F: 615.246.1815
www.csr-engineers.com



GRADING AND DRAINAGE
LOVES LANE EXTENSION
CITY OF WHITE HOUSE
WHITE HOUSE, TN 37188
ROBERTSON COUNTY



NO.	DATE	REVISIONS	DESCRIPTION

DESIGNER: JLP
REVIEWER: JLP

PROJECT: 19-068

DATE: 8-28-2020

SHEET: C4

DISCUSSION ITEMS...

OTHER INFORMATION....



Tennessee Department of Environment and Conservation
Division of Water Resources
William R. Snodgrass Tennessee Tower,
312 Rosa L. Parks Avenue, 11th Floor, Nashville, Tennessee 37243
1-888-891-8332 (TDEC)

Phase II Small Municipal Separate Storm Sewer System (MS4) Annual Report

1. MS4 Information

Name of MS4: City of White House		MS4 Permit Number: TNS088293
Contact Person: Ajuuah Jackson, Stormwater Manager		Email Address: ajackson@whitehousetn.gov
Telephone: (615) 829-2189		MS4 Program Web Address: www.whitehousetn.gov/stormwater
Mailing Address: 725 Industrial Drive		
City: White House	State: TN	ZIP code: 37188

What is the current population of your MS4? 12,982 (2020 Decennial Census)

What is the reporting period for this annual report? July 1 2020 to June 30 2021

2. Discharges to Waterbodies with Unavailable Parameters or Exceptional Tennessee Waters (Section 3.1)

- A. Does your MS4 discharge into waters with unavailable parameters (previously referred to as impaired) for pathogens, nutrients, siltation or other parameters related to stormwater runoff from urbanized areas as listed on TN's most current 303(d) list and/or according to the on-line state GIS mapping tool (tdeconline.tn.gov/dwr/)? If yes, attach a list. ☒ Yes ☐ No
- B. Are there established and approved TMDLs (<http://www.tn.gov/environment/article/wrws-tennessees-total-maximum-daily-load-tmdl-program>) with waste load allocations for MS4 discharges in your jurisdiction? If yes, attach a list. ☐ Yes ☒ No
- C. Does your MS4 discharge to any Exceptional Tennessee Waters (ETWs - http://environment-online.tn.gov:8080/pls/enf_reports/f?p=9034:34304:4880790061142)? If yes, attach a list. ☐ Yes ☒ No
- D. Are you implementing specific Best Management Practices (BMPs) to control pollutant discharges to waterbodies with unavailable parameters or ETWs? If yes, describe the specific practices: The City adopted a plan review process that affords our public works, wastewater, planning and codes and stormwater departments the opportunity to review proposed plans to ensure that the technical aspects of the approved development application meets Municipal Code and Engineering Standards requirements. The following steps are the process, in order, for Stormwater Review.
1. Plan Submittal
 2. Plan Review and Approval
 3. Pre-Construction Meeting
 4. Erosion Prevention and Sediment Control (EPSC) Installation
 5. Initial EPSC Inspection -
 6. Grading Permit Issuance
 7. Routine EPSC and MS4 Inspections - twice weekly and continuously monitored until 75% of stabilization is achieved
 8. As-Built Submittal
 9. Final Inspection and Approval
- ☒ Yes ☐ No

3. Public Education/Outreach and Involvement/Participation (Sections 4.2.1 and 4.2.2)

- A. Have you developed a Public Information and Education plan (PIE)? ☒ Yes ☐ No
- B. Is your public education program targeting specific pollutants and sources, such as Hot Spots? If yes, describe the specific pollutants and/or sources targeted by your public education program: The city incorporates visual aids such as pamphlets, newsletters, website and social media posts, and host annual activities that promote sustainable solutions to pollution. Information targets household waste, farmlands, lawn care, and illicit discharges for homeowners, contractors and the general public. Through education, we have rectified issues with point source pollution. ☒ Yes ☐ No
- C. Do you have a webpage dedicated to your stormwater program? If yes, provide a link/URL: <http://www.whitehousetn.gov/stormwater> ☒ Yes ☐ No
- D. Summarize how you advertise and publicize your public education, outreach, involvement and participation opportunities: The goal of the public education program is to encourage volunteerism, engagement, and knowledge around environmental issues, specifically stormwater runoff and its various effects. Events are advertised through several online portals. We encourage the public to participate as we assist in organizing stream clean-ups, education activities, and various storm water promotional items that increase awareness about pollution that impacts our watershed. Requests can be submitted online or in person.
- E. Summarize the public education, outreach, involvement and participation activities you completed during this reporting period: The City has hosted a Tree Giveaway in which native samplings were provided to residents to promote air pollution control and benefits for stormwater drainage. This events helps our community grow its urban forest. The city also organized a booth to represent biofiltration at Discover White House. The display showed how runoff passes through various media and absorbs nutrients, metals, and other common pollutants.
- F. Summarize any specific successful outcome(s) (e.g., citizen involvement, pollutant reduction, water quality improvement, etc.) fully or partially attributable to your public education and participation program during this reporting period: The occurrence of illicit discharge has decreased by 12%. We are able to encourage support with existing stormwater projects and expenditure by publishing the public health and environmental impacts of stormwater on the quality of life. Reporting drainage issues or getting involved is more accessible to our community through increase awareness of the City's stormwater management program.

4. Illicit Discharge Detection and Elimination (Section 4.2.3)

- A. Have you developed and do you continue to update a storm sewer system map that shows the location of system outfalls where the municipal storm sewer system discharges into waters of the state or conveyances owned or operated by another MS4? ☒ Yes ☐ No
- B. If yes, does the map include inputs into the storm sewer collection system, such as the inlets, catch basins, drop structures or other defined contributing points to the sewershed of that outfall, and general direction of stormwater flow? ☒ Yes ☐ No
- C. How many outfalls have you identified in your storm sewer system? 2980
- D. Do you have an ordinance, or other regulatory mechanism, that prohibits non-stormwater discharges into your storm sewer system? ☒ Yes ☐ No

Phase II Small Municipal Separate Storm Sewer System (MS4) Annual Report

- E. Have you implemented a plan to detect, identify and eliminate non-stormwater discharges, including illegal disposal, throughout the storm sewer system? If yes, provide a summary: The City performs dry weather field screening, routine hot spot inspections before, during and after significant rain events. The City also maintains the condition of infrastructure within GIS software to implement an effective repair and replacement strategy. ☒ Yes ☐ No
- F. How many illicit discharge related complaints were received this reporting period? 13
- G. How many illicit discharge investigations were performed this reporting period? 13
- H. Of those investigations performed, how many resulted in valid illicit discharges that were addressed and/or eliminated? 11

5. Construction Site Stormwater Runoff Pollutant Control (Section 4.2.4)

- A. Do you have an ordinance or other regulatory mechanism requiring:
- Construction site operators to implement appropriate erosion prevention and sediment control BMPs consistent with those described in the TDEC EPSC Handbook? ☒ Yes ☐ No
- Construction site operators to control wastes such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste? ☒ Yes ☐ No
- Design storm and special conditions for unavailable parameters waters or Exceptional Tennessee Waters consistent with those of the current Tennessee Construction General Permit (TNR100000)? ☒ Yes ☐ No
- B. Do you have specific procedures for construction site plan (including erosion prevention and sediment BMPs) review and approval? ☒ Yes ☐ No
- C. Do you have sanctions to enforce compliance? ☒ Yes ☐ No
- D. Do you hold pre-construction meetings with operators of priority construction activities and inspect priority construction sites at least monthly? ☒ Yes ☐ No
- E. How many construction sites disturbing at least one acre or greater were active in your jurisdiction this reporting period? 15
- F. How many active priority and non-priority construction sites were inspected this reporting period? 15
- G. How many construction related complaints were received this reporting period? 18

6. Permanent Stormwater Management at New Development and Redevelopment Projects (Section 4.2.5)

- A. Do you have a regulatory mechanism (e.g. ordinance) requiring permanent stormwater pollutant removal for development and redevelopment projects? If no, have you submitted an Implementation Plan to the Division? ☒ Yes ☐ No
☐ Yes ☐ No
- B. Do you have an ordinance or other regulatory mechanism requiring:
- Site plan review and approval of new and re-development projects? ☒ Yes ☐ No
- A process to ensure stormwater control measures (SCMs) are properly installed and maintained? ☒ Yes ☐ No

Permanent water quality riparian buffers? If yes, specify requirements: See attachment 18-52. A thirty foot (30') natural riparian buffer zone adjacent to all jurisdictional water features at the construction site shall be preserved, to the maximum extent practicable, during construction activities at the site. Buffer zone requirements for discharges into impaired or exceptional waters: A sixty foot (60') natural riparian buffer zone adjacent to the receiving stream designated as impaired or exceptional waters shall be preserved, to the maximum extent practicable, during construction activities at the site.

☒ Yes ☐ No

- C. What is the threshold for development and redevelopment project plans plan review (e.g., all projects, projects disturbing greater than one acre, etc.)? City of White House Public Services Department prior to issuance of a land disturbance permit is required for owners and operators of developments or redevelopments that are: (a) New subdivisions or condominium developments; or (b) Non-residential land developments that require coverage under the State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; or, (c) A priority construction activity, as defined in this ordinance. (d) Owners and operators of land development activities not listed may be required to attend a pre-construction meeting when coordination with adjacent construction activities is needed or when conditions indicate a higher than normal risk for pollutant discharges.
- D. How many development and redevelopment project plans were reviewed for this reporting period? 34
- E. How many development and redevelopment project plans were approved? 34
- F. How many permanent stormwater related complaints were received this reporting period? 1
- G. How many enforcement actions were taken to address improper installation or maintenance? 5
- H. Do you have a system to inventory and track the status of all public and private SCMs installed on development and redevelopment projects? ☐ Yes ☒ No
- I. Does your program include an off-site stormwater mitigation or payment into public stormwater fund? If yes, specify. ☐ Yes ☒ No

7. Stormwater Management for Municipal Operations (Section 4.2.6)

- A. As applicable, have stormwater related operation and maintenance plans that include information related to maintenance activities, schedules and the proper disposal of waste from structural and non-structural stormwater controls been developed and implemented at the following municipal operations:

Streets, roads, highways? ☒ Yes ☐ No

Municipal parking lots? ☒ Yes ☐ No

Maintenance and storage yards? ☒ Yes ☐ No

Fleet or maintenance shops with outdoor storage areas? ☒ Yes ☐ No

Salt and storage locations? ☒ Yes ☐ No

Snow disposal areas? ☒ Yes ☐ No

Waste disposal, storage, and transfer stations? ☒ Yes ☐ No

- B. Do you have a training program for employees responsible for municipal operations at facilities within the jurisdiction that handle, generate and/or store materials which constitute a potential pollutant of concern for MS4s? ☒ Yes ☐ No

If yes, are new applicable employees trained within six months, and existing applicable employees trained and/or retrained within the permit term? ☐ Yes ☒ No

8. Reviewing and Updating Stormwater Management Programs (Section 4.4)

- A. Describe any revisions to your program implemented during this reporting period including but not limited to:

Modifications or replacement of an ineffective activity/control measure. The City has created standard operating procedures for working conditions during extreme weather, snow plowing, personal protective equipment and illicit discharge. The city has revised the PIE plan and updated stormwater management ordinance. We are currently working on comprehensive municipal management plan.

Changes to the program as required by the division to satisfy permit requirements. The city provides more public education and outreach opportunities in response to 2018 program audit. We are also partnering with third parties to conduct a gap analysis of the program.

Information (e.g. additional acreage, outfalls, BMPs) on newly annexed areas and any resulting updates to your program. None

- B. In preparation for this annual report, have you performed an overall assessment of your stormwater management program effectiveness? If yes, summarize the assessment results, and any modifications and improvements scheduled to be implemented in the next reporting period. The City performed a SWOT analysis in which we evaluate the programs effectiveness based on strengths, weaknesses, opportunities, and threats. We identified 3 areas of opportunity: employee training, development tracking, and post construction site runoff.

☒ Yes☐ No9. Enforcement Response Plan (Section 4.5)

- A. Have you implemented an enforcement response plan that includes progressive enforcement actions to address non-compliance, and allows the maximum penalties specified in TCA 68-221-1106? If no, explain. _____

☒ Yes☐ No

- B. As applicable, identify which of the following types of enforcement actions (or their equivalent) were used during this reporting period; indicate the number of actions, the minimum measure (e.g., construction, illicit discharge, permanent stormwater management), and note those for which you do not have authority:

<u>Action</u>	<u>Construction</u>	<u>Permanent Stormwater</u>	<u>Illicit Discharge</u>	<u>In Your ERP?</u>	
Verbal warnings	<u>#5</u>	<u>#0</u>	<u>#2</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Written notices	<u>#7</u>	<u>#0</u>	<u>#2</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Citations with administrative penalties	<u>#3</u>	<u>#0</u>	<u>#1</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Stop work orders	<u>#0</u>	<u>#0</u>	<u>#0</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Withholding of plan approvals or other authorizations	<u>#0</u>	<u>#0</u>	<u>#0</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Additional Measures	<u>#0</u>	<u>#0</u>	<u>#1</u>	Describe: _____	

- C. Do you track instances of non-compliance and related enforcement documentation? ☒ Yes ☐ No

- D. What were the most common types of non-compliance instances documented during this reporting period? Failure to maintain erosion control devices or stabilize where activity has ceased for more than 14 days were the most prevalent issues of non-compliance on active construction sites. For homeowners, the most common type of non-compliance is improper disposal of leaves and grass clippings into storm drains, streets or ditches.

Phase II Small Municipal Separate Storm Sewer System (MS4) Annual Report

10. Monitoring, Recordkeeping and reporting (Section 5)

- A. Summarize any analytical monitoring activities (e.g., planning, collection, evaluation of results) performed during this reporting period. No analytical monitoring performed this reporting period.
- B. Summarize any non-analytical monitoring activities (e.g., planning, collection, evaluation of results) performed during this reporting period. Visual stream assessments are conducted during rain events at Honey Run Creek. Unusual parameters are identified, reported and mitigated to reduce the impacts of localized flooding.
- C. If applicable, are monitoring records for activities performed during this reporting period submitted with this report. ☒ Yes ☐ No

11. Certification

This report must be signed by a ranking elected official or by a duly authorized representative of that person. See signatory requirements in sub-part 6.7.2 of the permit.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Gerald O. Herman
City Administrator
 Printed Name and Title

Gerald O. Herman
 Signature

9/21/24
 Date

Annual reports must be submitted by September 30 of each calendar year (Section 5.4) to the appropriate Environmental Field Office (EFO), identified in the table below:

EFO	Street Address	City	Zip Code	Telephone
Chattanooga	1301 Riverfront Pkwy, Suite 206	Chattanooga	37402	(423) 634-5745
Columbia	1421 Hampshire Pike	Columbia	38401	(931) 380-3371
Cookeville	1221 South Willow Ave.	Cookeville	38506	(931) 520-6688
Jackson	1625 Hollywood Drive	Jackson	38305	(731) 512-1300
Johnson City	2305 Silverdale Road	Johnson City	37601	(423) 854-5400
Knoxville	3711 Middlebrook Pike	Knoxville	37921	(865) 594-6035
Memphis	8383 Wolf Lake Drive	Bartlett	38133	(901) 371-3000
Nashville	711 R S Gass Boulevard	Nashville	37216	(615) 687-7000