



CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Agenda
January 20, 2022
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 December 16th Study Session and Board of Mayor and Aldermen meeting
7. Welcome Visitors
8. Proclamation by Vice-Mayor
9. Public Hearings
 - a. **Ordinance 21-30:** An ordinance to amend the Zoning Map from R-10, Residential High Density District to C-6, Town Center Commercial District on Portland Road. *Second Reading.*
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 22-01:** A resolution authorizing the participation in Public Entity Partners "Safety Partners" Loss Control Matching Grant Program.
13. Consideration of the Following Ordinances:
 - a. **Ordinance 21-30:** An ordinance to amend the Zoning Map from R-10, Residential High Density District to C-6, Town Center Commercial District on Portland Road. *Second Reading.*
14. Purchasing:
 - a. To approve or reject authorizing City Administrator Gerald Herman entering into an easement agreement with Brian and Lindsey Harper in the amount of \$112,155.28 for the Southern Force Main project. The City Administrator recommends approval.

- b. To approve or reject authorizing City Administrator Gerald Herman entering into a contract with CSR Engineering for \$35,500 for engineering and construction management services for the White House Heritage High School Road Extension project. The City Administrator recommends approval.

15. Other Business:

- a. None

16. Discussion Items:

- a. None

17. Other Information:

- a. None

18. Adjournment:

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Agenda
Study Session
December 16, 2021
6:30 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 6:33 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. Review the annual audit financial reports for FYE 2021

Finance Director Jason Barnes introduced Ken Youngstead and Jared King from KraftCPAs, PLLC and stated they would review the audit findings for the Board.

Mr. Youngstead reviewed the FYE 2021 audited financial statements and independent auditor's report in detail and answered the Board's questions. There were no findings in FYE 2021 audit.

Mayor Arnold congratulated Finance Director Jason Barnes and staff for their hard work on a successful audit with no findings two years in a row.

City Administrator Gerald Herman thanked Finance Director Jason Barnes, KraftCPA, and the staff in the Finance Department for all their hard work and getting the reports done on time.

5. Adjournment

Meeting was adjourned at 6:52 pm.

ATTEST:

Michael Arnold, Mayor

Derek Watson, City Recorder

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Minutes
December 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 Police Officer/Pastor Jeremy Sisk of Rayon City Missionary Baptist Church.

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

6. Approval of Minutes of the November 18th 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. **The November 18th Board of Mayor and Aldermen meeting minutes were approved.**

7. Welcome Visitors

Mayor Arnold welcomed all visitors.

8. Proclamation

Sgt. Joel Brisson with the White House Police Department and Officer Chris Gilmore from the Tennessee Highway Safety Office presented the Saved by the Belt award to Mr. Walter Whitehurst.

Mayor Arnold presented a proclamation to Mrs. Mandy Christenson for her leadership, creativity, and stabilizing influence for all the City's 50th Anniversary events in 2021.

9. Public Hearings

- a. **Resolution 21-17:** A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee.

Ms. Nicole Taylor of White House spoke against Resolution 21-17 and Ordinance 21-27.

Mr. Sam Matthews of White House spoke against Resolution 21-17 and Ordinance 21-27.

- b. **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.

No one spoke for or against.

- c. **Ordinance 21-28:** An ordinance amending the Zoning Ordinance, Article 2, Section 2.020 Definitions and Article 4, Section 4.203, Development Standards for Campgrounds.

No one spoke for or against.

- d. **Ordinance 21-29:** An ordinance amending the fiscal budget for the period ending June 30, 2022.

No one spoke for or against.

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

Ald. Hutson commended City Administrator Gerald Herman, White House Area Chamber of Commerce President Mandy Christenson, and City staff for all their work to make the Christmas parade and Christmas on Main Street event a huge success. Ald. Bibb echoed Ald. Hutson's comments and stated that the event was the best so far.

City Administrator Gerald Herman thanked Mr. Jeremy Sisk for his opening prayer and years of service for the City of White House. Mr. Herman stated that Jeremy Sisk has over two decades of service in public safety, but will become the Pastor of Rayon City Missionary Baptist Church in January.

City Administrator Gerald Herman mentioned that construction of the soccer complex expansion is almost finished. Mr. Herman noted that some fencing and final grading is left for completion.

City Administrator Gerald Herman stated that the town center water line construction is progressing. Mr. Herman continued that the pipe in the ground is nearly to the Webb/Sanders Law office building.

City Administrator Gerald Herman announced that City staff held a debriefing meeting for the 50th Anniversary Christmas parade and event programming. Mr. Herman noted that staff was very pleased with the event. Mr. Herman thanked everyone who participated in the event.

City Administrator Gerald Herman discussed that the new Community Event Center is nearing completion. Mr. Herman noted that the contractor would like to get substantial completion by the end of January. Mr. Herman stated that his projection is late February or middle of March before occupancy and a ribbon cutting. Mr. Herman continued that City staff worked with RG Anderson to leave a two foot square opening in the middle of the outdoor patio to insert the time capsule. Mr. Herman mentioned that a granite top is being made for its covering and plan on interment at the ribbon cutting.

City Administrator Gerald Herman encouraged the public to read the department reports online on the City's website. Mr. Herman continued that there is much to gain by reading about all the activities and status of many projects happening around the City and in the region.

City Administrator Gerald Herman mentioned that everyone was saddened to hear about and see the devastation of property and loss of life from the heavy storms this past week in our region. Mr. Herman noted that fifteen tornadoes touched down in middle Tennessee the night of December 10th into the early morning of the 11th. Mr. Herman continued that Hendersonville sustained heavy damage and reached out to the City for assistance. Mr. Herman stated that the City's Public Services Department responded with equipment and personnel to assist in the removal of debris. Mr. Herman announced that Mayor Clary personally thanked him yesterday at a meeting for the assistance. Mr. Herman noted that he was glad that the City was not in the tornado paths and able to assist in a neighboring city.

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 21-18:** Whereas, T.C.A. 6-51-102 requires that a plan of service be adopted by the governing body of the City prior to passage of a resolution annexing any area.

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with Ald. Bibb, Ald. Decker, Ald. Hutson and Mayor Arnold voting aye, and Ald. Corbitt voting no. Motion was approved. **Resolution 21-18 was approved.**

- b. **Resolution 21-17:** A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee. *Second Reading.*

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Corbitt - no; Ald. Decker - aye; Ald. Hutson - aye; Mayor Arnold - aye. Motion was approved. **Resolution 21-17 was approved on Second Reading.**

- c. **Resolution 21-20:** A resolution ratifying proposed amendments to the Sumner County Comprehensive Growth Plan, and forwarding the same to the Local Government Planning Advisory Committee.

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Resolution 21-20 was approved.**

- d. **Resolution 21-21:** A resolution approving certain amendments and revisions to the Personnel Manual.

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

- e. **Resolution 21-22:** A resolution to join the State of Tennessee and other local governments as participants in the Tennessee State-Subdivision Opioid Abatement Agreement and approving the related settlement agreements.

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Resolution 21-22 was approved.**

13. Consideration of the Following Ordinances:

- a. **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. *Second Reading.*

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Corbitt - no; Ald. Decker - aye; Ald. Hutson - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 21-27 was approved on Second Reading.**

- b. **Ordinance 21-28:** An ordinance amending the Zoning Ordinance, Article 2, Section 2.020 Definitions and Article 4, Section 4.203, Development Standards for Campgrounds. *Second Reading.*

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Corbitt - aye; Ald. Decker – aye; Ald. Hutson - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 21-28 was approved on Second Reading.**

- c. **Ordinance 21-29:** An ordinance amending the fiscal budget for the period ending June 30, 2022. *Second Reading.*

Motion was made by Ald. Decker, second by Ald. Corbitt 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 21-29 was approved on Second Reading.**

- d. **Ordinance 21-30:** An ordinance to amend the Zoning Map from R-10, Residential High Density District to C-6, Town Center Commercial District on Portland Road. *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 21-30 was approved on First Reading.**

14. Purchasing:

- a. To approve or reject the purchase of four (4) Sharp MX 5071 copiers from the Sourcewell Cooperative contract #030321-RCH in the amount of \$29,635. The Administrative Services Director recommends approval.

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

- b. To approve or reject an amendment to the Professional Services Agreement with Jacobs Engineering for engineering services in the Wastewater Treatment Plant project in the amount of \$439,185. The Public Services Director recommends approval.

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

15. Other Business:

- a. To approve or reject the results of the financial audit completed by KraftCPAs for the year ending June 30, 2021. The Finance Director recommends approval.

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

- b. To approve or reject authorizing City Administrator Gerald Herman entering into an agreement with Robertson County Board of Education and Robertson County, Tennessee for a road extension from White House Heritage High School to Pinson Lane. The City Administrator Recommends approval.

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

- c. To approve or reject the 2022-23 Budget Calendar.

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.**

- d. To approve or reject the 2022 Board of Mayor and Aldermen meeting calendar.

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

16. Discussion Items:

- a. None

17. Other Information:

- a. None

18. Adjournment:

Meeting was adjourned at 7:51 pm.

ATTEST:

Michael Arnold, Mayor

Derek Watson, City Recorder

REPORTS....

**Administrative & Legislative Services Department
December 2021**

Administration

City Administrator Gerald Herman attended the following meetings this month:

- December 1:
 - FSEP Board of Directors meeting
- December 2:
 - Walkthrough and Progress Meeting: Community Event Center
- December 4:
 - Christmas Parade and Christmas on Main Street
- December 7:
 - GNRC Project Delivery Task Force meeting
- December 8:
 - TML District 5 meeting
- December 11:
 - Fire Department Annual Banquet
- December 13:
 - Stormwater Advisory Board meeting
 - Robertson County Board of Education Study Session
 - Planning Commission meeting
- December 14:
 - Robertson County Economic Development Board meeting
 - White House Area Chamber of Commerce Christmas party
- December 15:
 - GNRC Transportation Policy and Executive Board meetings
- December 16:
 - Forward Sumner meeting
 - Board of Mayor and Aldermen Study Session and regularly scheduled meeting
- December 20:
 - TDEC Town Hall meeting for Coronavirus State and Local Fiscal Recovery Funds
 - Robertson County Commission meeting

Performance Measurements

Finance Update

The Administration Department's goal is to keep each budgetary area's expenditures at or under the approved budget as set by the Board of Mayor and Aldermen by the end of fiscal year 2021-2022.

Budget	Budgeted Amount	Expended/Encumbered*	% Over (↑) or Under (↓) (Anticipated expenditures by this point in the year)
General Fund	\$21,172,626	\$ 12,173,352	↑7.49
Industrial Development	\$77,000	\$ 23,419	↓19.58
State Street Aid	\$550,000	\$ 99,002	↓31.99
Parks Sales Tax	\$2,105,361	\$ 1,032,666	↓0.95
Solid Waste	\$1,175,418	\$ 588,685	↑0.08
Fire Impact Fees	\$125,000	\$ 19,282	↓34.57
Parks Impact Fees	\$16,000	\$ 6,698	↓8.13
Police Impact Fees	\$42,500	\$ 40,494	↑45.28
Road Impact Fees	\$235,000	\$ -	↓50.00
Police Drug Fund	\$4,500	\$ -	↓50.00
Debt Services	\$1,293,500	\$ 98,001	↓42.42
Wastewater	\$16,874,057	\$ 10,046,717	↑9.53
Dental Care	\$70,000	\$ 32,472	↓3.61
Stormwater Fund	\$1,491,663	\$ 662,541	↓5.58
Cemetery Fund	\$78,890	\$ 26,001	↓17.04

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

**Administrative & Legislative Services Department
December 2021**

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	98	79	97	91	147
November	103	72	78	120	125
December	73	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	829	1355	1199	1,595	1,813

Purchase Orders by Dollars	Dec 2021	FY 2022	FY 2021	FY 2020	Total for FY22	Total for FY21	Total for FY20
Purchase Orders \$0-\$9,999	70	785	1281	1132	\$941,033.93	\$1,482,989.65	\$1,275,419.16
Purchase Orders \$10,000-\$24,999	2	13	29	34	\$232,815.28	\$417,161.17	\$551,938.89
Purchase Orders over \$25,000	1	31	45	33	\$11,015,035.17	\$5,951,224.30	\$4,035,346.92
Total	73	829	1355	1199	\$12,188,884.38	\$7,851,375.12	\$5,862,704.97

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	32,401	11,536	1,164,517	1,080,668
August	66	20	126	133	25,635	9,145	752,932	835,519
September	48	17	43	22	24,833	8,335	679,248	214,406
October	52	10	78	86	23,816	8,390	386,735	864,091
November	63	174	56	40	23,022	7,587	695,971	812,527
December	39	13	156	82	22,904	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	322	884	901	801	152,611	197,629	5,263,907	9,053,159

**Administrative & Legislative Services Department
December 2021**

“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	6	40	12
November	6	29	13
December	10	10	15
January		11	23
February		20	70
March		11	69
April		7	41
May		11	29
June		11	36
Total	52	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	64	15	40
November	19	20	27
December	42	27	20
January		18	24
February		72	41
March		36	34
April		26	35
May		48	26
June		58	28
FY Total	263	383	356

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	0	0
November	0	0
December	0	0
Total	15	\$2,365

**Administrative & Legislative Services Department
December 2021**

Building Maintenance Projects

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

Special Maintenance Projects

- Decorate City Hall complex for Christmas
- Christmas on Main Street

	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	10	6	7	14	18	12
November	23	16	7	18	34	12
December	17	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	89	200	98	162	266	201

**Finance Department
December 2021**

Finance Section

During December the Finance Office finalized the FYE 6/30/2021 audit, continued scanning thousands of documents to reduce physical document storage space, and continued collecting the current year property taxes. The cumulative total of real estate and personal property taxes for the 2021 tax year billed is approximately \$5 million. As of December 31st, approximately \$1.81 million (36.2%) of the 2021 property taxes were collected. Accounting Specialist Kara Bryan's last day of employment with the City was December 9th. The new Accounting Specialist, Rhys Jordan, was hired on December 20th. Members of the Finance Office participated in the following events during the month:

December 2: Community Event Center walkthrough

December 6: Accounting Specialist interviews

December 13: Stormwater Advisory Board meeting

December 16: BMA FYE 6/30/2021 audit study session

December 16: Monthly BMA meeting

December 20: Coronavirus State and Local Fiscal Recovery Funds Non-Entitlement Unit Portal meeting

December 20: TDEC Town Hall virtual meeting

Performance Measures

Utility Billing

	December 2021	FY 2022 Total	FY 2021 Total	FY 2020 Total	FY 2019 Total	FY 2018 Total
New Builds (#)	22	122	357	171	62	102
Move Ins (#)	94	494	737	649	534	553
Move Outs (#)	70	457	743	602	534	576
New customer signup via email (#)	32	199	300	127	104	163
New customer signup via email (%)	28%	32%	27%	15%	17%	25%

Business License Activity

	December 2021	FY 2022 Total	FY 2021 Total	FY 2020 Total	FY 2019 Total	FY 2018 Total
Opened	11	44	76	69	75	72
Closed (notified by business)	1	4	6	10	9	18
Closed (uncollectable)	0	0	0	0	0	199

Accounts Payable

	December 2021	FY 2022 Total	FY 2021 Total	FY 2020 Total	FY 2019 Total	FY 2018 Total
Total # of Invoices Processed	387	2099	4079	4003	3940	4437

**Finance Department
December 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	3,721,900	36%
Cemetery Fund	45,261	13,578	269,837	596%
Debt Services	1,217,528	365,258	1,131,103	93%
Dental Care Fund	39,361	11,808	214,701	545%
Roads Impact Fees	105,396	31,619	410,787	390%
Parks Impact Fees	109,476	32,843	316,010	289%
Police Impact Fees	77,976	23,393	312,243	400%
Fire Impact Fees	26,904	8,071	193,719	720%
Industrial Development	76,063	22,819	93,344	123%
Parks Sales Tax	988,260	296,478	822,962	83%
Police Drug Fund	5,048	1,514	34,500	683%
Solid Waste	1,065,400	319,620	512,310	48%
State Street Aid	418,172	125,452	327,374	78%
Stormwater Fund	964,600	289,380	1,269,798	132%
Wastewater	5,579,100	1,673,730	5,292,033	95%

*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	4,699,110	↓ 4.86%
Cemetery Fund	45,261	32,127	↑ 20.98%
Debt Services	1,217,528	682,487	↑ 6.06%
Dental Care	39,361	18,398	↓ 3.26%
Roads Impact Fees	105,396	62,755	↑ 9.54%
Parks Impact Fees	109,476	49,564	↓ 4.73%
Police Impact Fees	77,976	50,462	↑ 14.71%
Fire Impact Fees	26,904	33,297	↑ 73.76%
Industrial Development	76,063	60,763	↑ 29.89%
Parks Sales Tax	988,260	446,636	↓ 4.81%
Police Drug Fund	5,048	3,507	↑ 19.47%
Solid Waste	1,065,400	543,738	↑ 1.04%
State Street Aid	418,172	231,516	↑ 5.36%
Stormwater Fund	964,600	501,019	↑ 1.94%
Wastewater	5,579,100	2,656,189	↓ 2.39%

*Realized amounts reflect revenues realized from July 1, 2021—December 31, 2021

**Human Resources Department
November 2021**

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

- December 04: Tractor Supply Ribbon Cutting
White House Christmas Parade
Christmas on Main Street
- December 06: Accounting Specialist Interviews
- December 07: Public Services Administrative Assistant Interviews
- December 08: Municipal Management Academy Level I Course
Wastewater Tech I Interview
- December 15: Public Services Administrative Assistant Interviews
- December 16: Board of Mayor and Aldermen Meeting
- December 20: New Hire Orientation for Wastewater Tech I
- December 21: Part Time Parks Attendant Interview
New Hire Orientation for Accounting Specialist
- December 29: New Hire Orientation for Part Time Parks Attendant

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	1	0	0	0
November	0	1	0	0
December	0	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	1	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	1
November	1	3	1	0
December	0	0	0	0

Three-year average: 5.67

	FYE 2022	FYE 2021	FYE 2020	FYE 2019
January	0	0	1	0
February		0	0	0
March		0	0	0
April		0	0	1
May		0	0	1
June		0	0	0
Total	3	7	4	6

**Human Resources Department
November 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	0	3	0
November	0	1	2	1
December	1	2	1	0

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

	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	5	12	18	11
Percentage	4.85%	11.65%	17.48%	11.34%

Three-year average: 13.49%

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

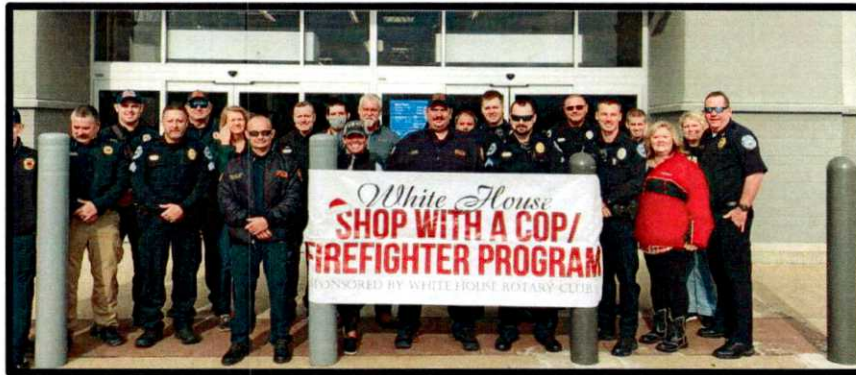
	FYE 2022	FYE 2021	FYE 2020	FYE 2019
July	0	1 (T)	0	0
August	0	0	2 (S)	0
September	0	0	0	1 (T)
October	0	0	0	0
November	0	0	1 (S)	0
December	0	1 (T)	0	0

Three-year average: 4.6667

	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

**Police Department
December 2021**

Highlights



December 11, 2021 was our annual SHOP WITH A COP/FIREFIGHTER event. This event is the most gratifying event that we hold each year. The White House Police Department would like to thank the WHITE HOUSE ROTARY CLUB for sponsoring this event. We'd also like to extend our gratitude to White House Wal-Mart, who was once again gracious enough to roll out the red carpet for these kids. We were able to provide Christmas for 22 kids from the White House area.

Meetings/Civic Organizations

- **Chief Brady attended the following meetings in December:** Rotary Club Meeting (Dec. 2nd, 9th, & 16th), Municipal Management Academy (Dec. 8th), Shop with a Cop/Fireman (Dec. 11th), Department Head Staff Meeting (Dec. 13th), Robertson County Chief's Meeting (Dec. 14th), Command Staff Meeting (Dec. 16th) and Tennessee Law Enforcement Training Academy Graduation (Dec. 22nd).

➤ **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 56 proofs of the 164 for this year. They are scheduling a 2022 LEACT Conference this Spring and Susan will update as soon as she finds out the date.

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
October	0	208	0	208
November	0	490	8	498
December	0	208	0	208
Total	100	2,755	80	2,755

**Police Department
December 2021**

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	December 2021	FY 2021-22
Three (3) Officers per Shift	46	266
Four (4) Officers per Shift	16	104

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 are plan to be conducted in January.
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. We are purchasing a custom software from Tyler Technologies which will help with stats.

Group A Offenses	December 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. We are purchasing a custom software from Tyler Technologies which will help with stats.

	December 2021	TOTAL 2021
Traffic Crashes Reported	49	399
Enforce Traffic Laws:		
Written Citations		826
Written Warnings		417
Verbal Warnings	47	3,692

**Police Department
December 2021**

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.*

COLLISION RATIO				
<u>2021</u>	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
December	49	3 YTD 54	6%	12% YTD 437

Traffic School: Ofc Sisk instructed Traffic School in December.

Staffing:

- Ofc. Perry Gerome and Ofc. Caleb Railey graduated from the Tennessee Law Enforcement Academy on December 22nd.
- Ofc. Terry Brown (TJ) is currently in FTO.
- Ofc. Jeremy Sisk last day was December 31st.
- Ofc. Larry Meadors resigned his position. His last day will be January 1st.
- We currently have 4 positions open and are accepting applications.

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

Sumner County Emergency Response Team:

- ERT had their annual Christmas Breakfast, December 17th.

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. We are purchasing a custom software from Tyler Technologies which will help with stats.

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

Communications Section

	December	Total 2021
Calls for Service	1,001	13,126
Alarm Calls	43	409

Request for Reports

	December	FY 2021-22
Requests for Reports	8	74
Amount taken in	\$7.35	\$48.00
Tow Bills	\$0.00	\$0.00
Emailed at no charge	18	105
Storage Fees	\$0.00	\$0.00

**Police Department
December 2021**

Tennessee Highway Safety Office (THSO):

- THSO – Sgt. Brisson attended the Middle Tennessee Regional Meeting in Bell Buckle, TN on 12/3/21.
- THSO – Sgt. Brisson attended a mandatory online Grant Class on 12/8/2021.
- THSO – Sgt. Brisson picked up the message board from THSO on 12/9/2021 and placed it on Hwy 76 for the Holiday Season.
- THSO – Sgt. Brisson and Chris Gilmore from the THSO presented the Saved by the Belt award to Walter Whitehurst at the December Mayor and Alderman Meeting.

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 and Spring has been cancelled due to Covid.
2. ***Plan and coordinate Public Safety Awareness Day as an annual event.*** Discover White House Expo & Safety Day presented by The Farmers Bank took place on October 2nd, 2021. **Completed**
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. We are currently taking applications for 2022.
4. ***Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.***
 - December 7th – Sgt. Enck instructed a Taser Class for the Portland Police Department.
 - December 11th – Shop with a Cop/Fireman. (See in Highlights)
 - December 11th – Sgt. Enck instructed a Taser class for Portland Police Department.
 - December 18th – Sgt. Enck instructed a S.P.E.A.R.E class at the Police Department.

Special Events: ***WHPD Officers participated in the following events during the month of December:***
12/4 – Christmas Parade

2021 Participation in Joint Community Events		
	<u>October</u>	<u>Year to Date</u>
Community Activities	5	85

**Fire Department
December 2021**



Summary of Month's Activities

Fire Operations

The Department responded to 152 requests for service during the month with 118 responses being medical emergencies. The Department also responded to 10 vehicle accidents; 6 accidents reported patients being treated for injuries, and 4 accidents reported with no injuries. Of the 152 responses in the month of December there were 23 calls that overlapped another call for service that is 15.13% 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 December from dispatch to on scene time averaged was, five minutes and forty-seven (5:47). The average time a fire unit spent on the scene of an emergency call was twelve minutes and thirteen seconds (12:12).

Department Event

- December 4th – Christmas Parade
- December 6th – Boy Scouts station tour
- December 8th – Municipal Management Class
- December 11th – Annual Fire Department Banquet
- December 15th – Fill a Fire truck toy drive at Cash Express

Fire Administration

- December 9th – Administrative Luncheon
- December 13-15 – Fire extinguisher training at ProAmPac
- December 15th – Inspection of Honey Run Springs

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	18
Rescue & Emergency Services	683
Hazardous Conditions (No Fire)	18
Service Calls	38
Good Intent Call	52
False Alarms & False Call	83
Calls for The Month	152
Total Responses FY to Date	895

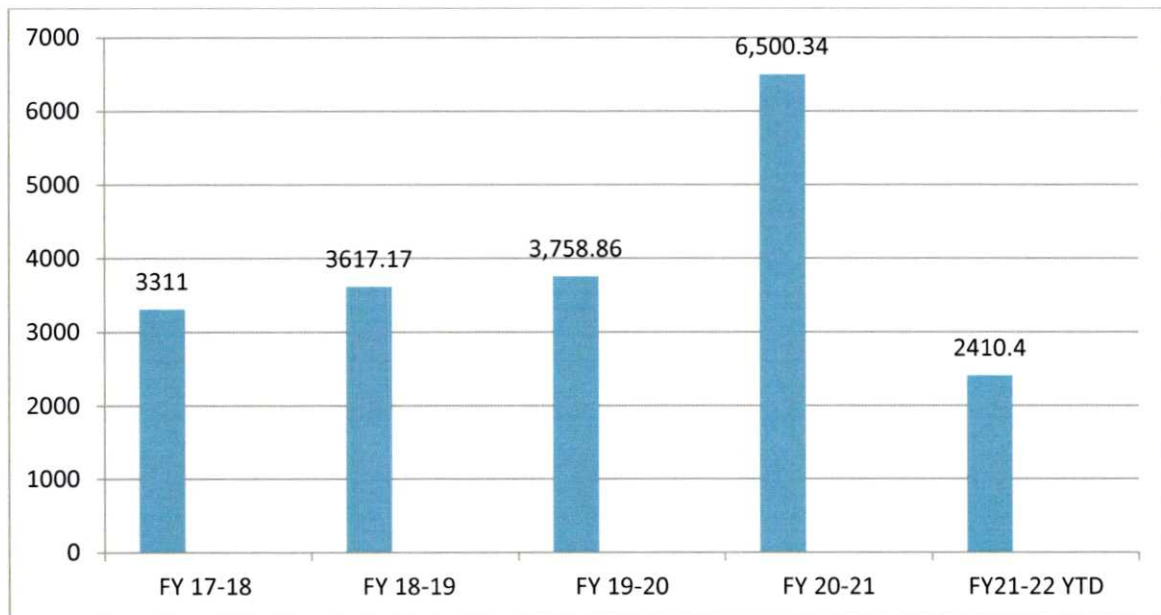
**Fire Department
December 2021**

Response by Station

	Month	FY to Date	%
Station #1 (City Park)	105	610	68.15%
Station #2 (Business Park Dr)	47	285	31.84%

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	226.38	2410.4

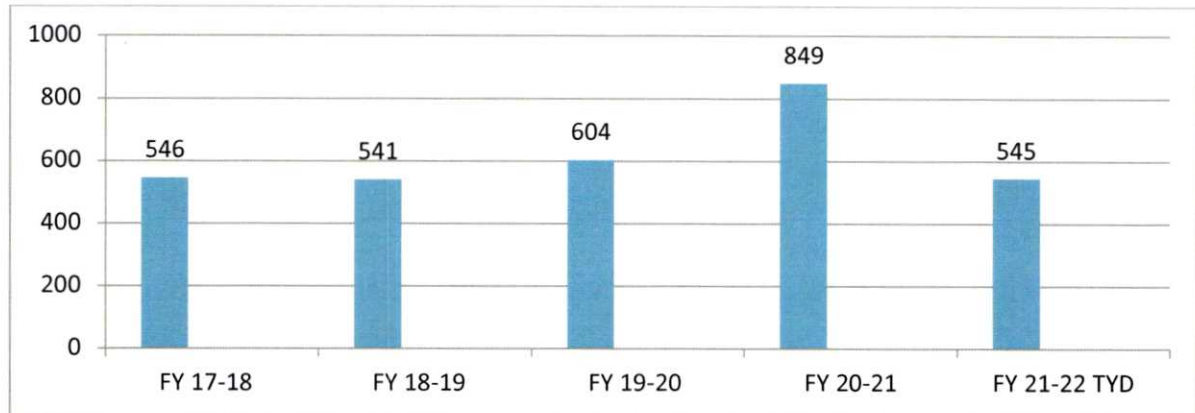
Training breakdown for ISO and NFPA

	Fire Officer	Company	Facilities	NFPA
Month	30	59	29	48.38
Total for FY	204	829	193.5	1151.4

**Fire Department
December 2021**

Fire Inspection

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

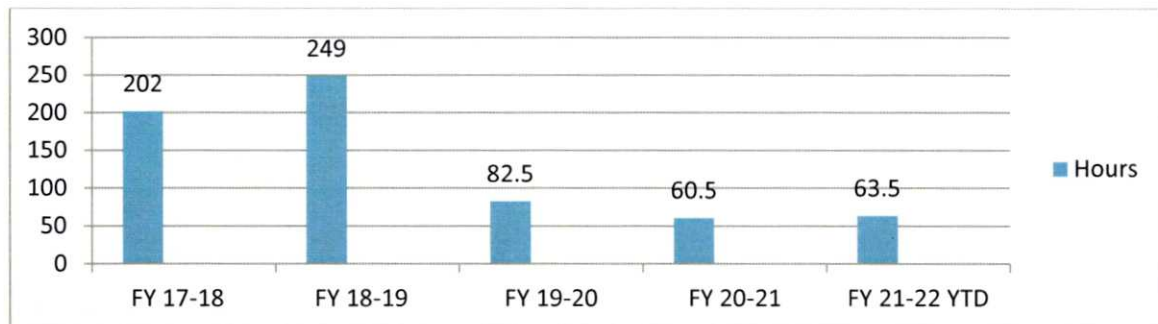
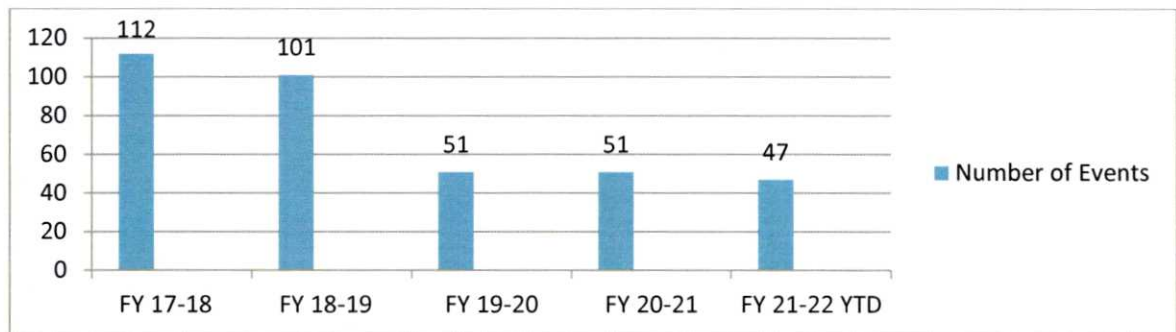
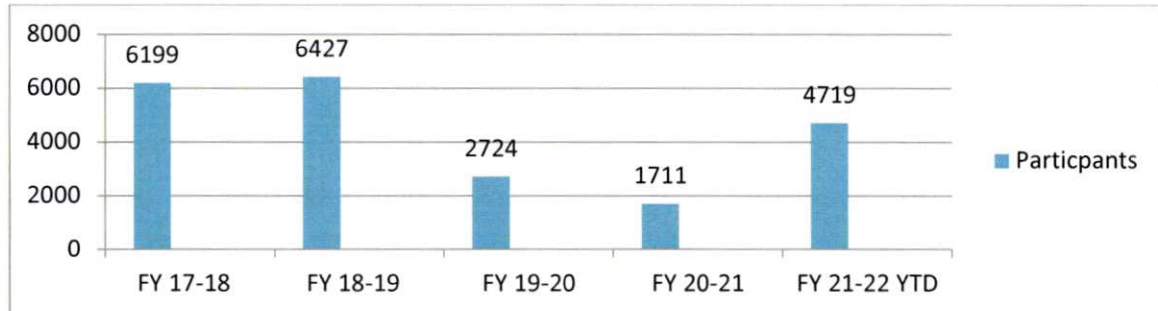


	Month	YTD
December Fire Inspection	74	545
Reinspection	14	115
Code Violation Complaint	0	6
Violations Cleared	12	78
Annual Inspection	11	74
Commercial Burn Pile	0	5
Knox Box	0	14
Fire Alarms	0	10
Measure Fire Hydrant	0	3
Plans Review	1	28
Pre-C/O	4	15
Pre-incident Survey	19	128
Sprinkler Final	6	9
Final/Occupancy	9	

Fire Department December 2021

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.



	Month	YTD
Participants	103	4719
Number of Events	5	47
Education Hrs.	8	63.5

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

Social Media Statistics

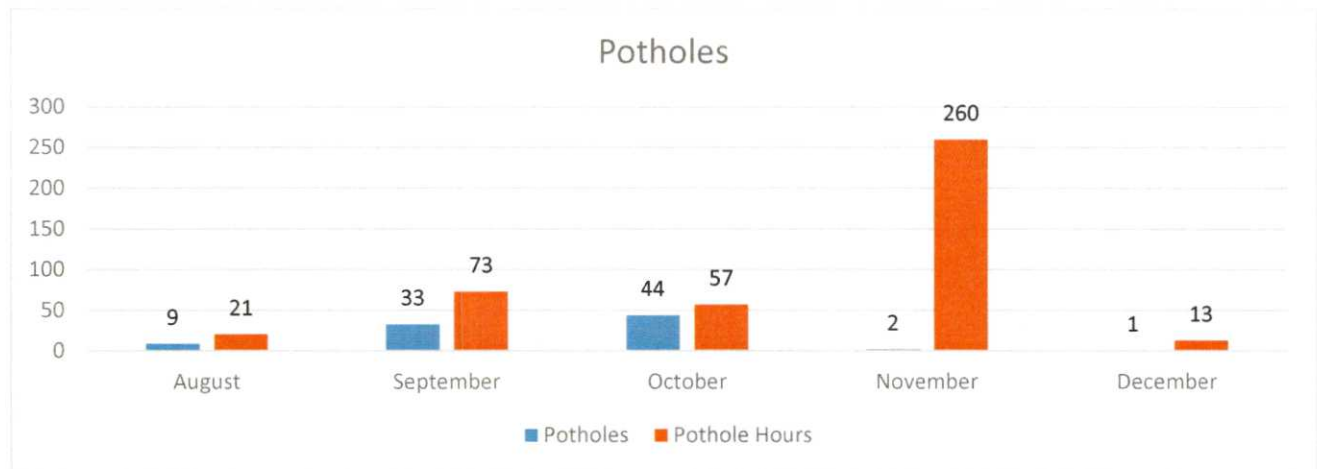
Page Views	537
Page Likes	71
Post Reach	12,553

**Public Services Department – Public Works Division
December 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:



-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.

Note: In the month of December the Public Works Crew completed a large patch repair on Overlook Drive. This is why there is only 1 pothole listed for 13 hours. This was the continuation for of the repair on Lone Oak Drive from the month of November.

STREET ADDRESS OF COMPLAINT	DATE COMPLAINT LOGGED	DATE COMPLAINT RESOLVED	ELAPSED TIME BEFORE REPAIR MADE
Overlook Drive	11/18/2021	12/01/2021	NA

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: The extended period of time needed to make repairs on Autumnwood Drive is due to low prioritization of the repair to be made as it was a minor inconvenience to the resident that reported the issue, as well as planning and scheduling of the project due to the large area needing to be repaired.

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

Monthly Work Log

Wednesday 12-01-2021

- Traffic control for Christmas Light installation at 76 and 31 and Portland Road 31W / Asphalt on Overlook Drive

Thursday 12-02-2021

- Decorated vehicles for Christmas Parade / staged cones barricades and signs / replaced Laurelwood street sign

Saturday 12-04-2021

- Christmas Parade

Monday 12-06-2021

- Target Solutions / Picked up signs, barricades and cones from parade /

Tuesday 12-07-2021

- Evaluated Decorative Street Lights / Assisted Travis with traffic control for brush pick up / Fleet maintenance

Wednesday 12-08-2021

- Fleet maintenance / Changed out batteries in Solar Lights in Settlers Ridge Subdivision

Thursday 12-09-2021

- Continued to change batteries in Solar Lights in Settlers Ridge Subdivision / Target Solutions and NIMS / Facility Maintenance (put down millings in low areas at WWTP)

Monday 12-13-2021

- Finished installation of batteries in Solar Lights in Settlers Ridge Subdivision / Repaired Decorative Street Lights in Sumner Crossing

Tuesday 12-14-2021

- Attempted to run cable at Love's Lane for Gridsmart / Picked up message board from Holly Tree / Facility and Fleet maintenance.

Wednesday 12-15-2021

- Installed street signs / Picked up trash at Fire Hall 1 and Chamber of Commerce / Put up message board to direct motorists to detour route during I-65 shut down.

Thursday 12-16-2021

- Facility and Fleet maintenance / Completed weekly vehicle inspections

Monday 12-20-2021

- Installed Street Signs / Crew meeting

Tuesday 12-21-2021

- Facility Maintenance / Changed filters in traffic signal cabinets and vacuumed them out as well.

Wednesday 12-22-2021

- Fleet maintenance / Christmas Luncheon / Transportation Control Systems upgraded firmware in Traffic Signal Cabinets

Thursday 12-23-2021

- Holiday

Monday 12-27-2021

- Holiday (Thanksgiving)

Tuesday 12-28-2021

- Installation of Christmas Lights at on Portland Road and 31W as well as 76 and 31W Intersection / RoW Mowing / Started installation of new batteries in Decorative Street Lights in Settlers Ridge.

Wednesday 12-29-2021

- Evaluated signal at 76 and Raymond Hirsch / Installed Savannah Court / Facility Maintenance

Thursday 12-30-2021

- Washed and detailed vehicles / Greased backhoes.

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

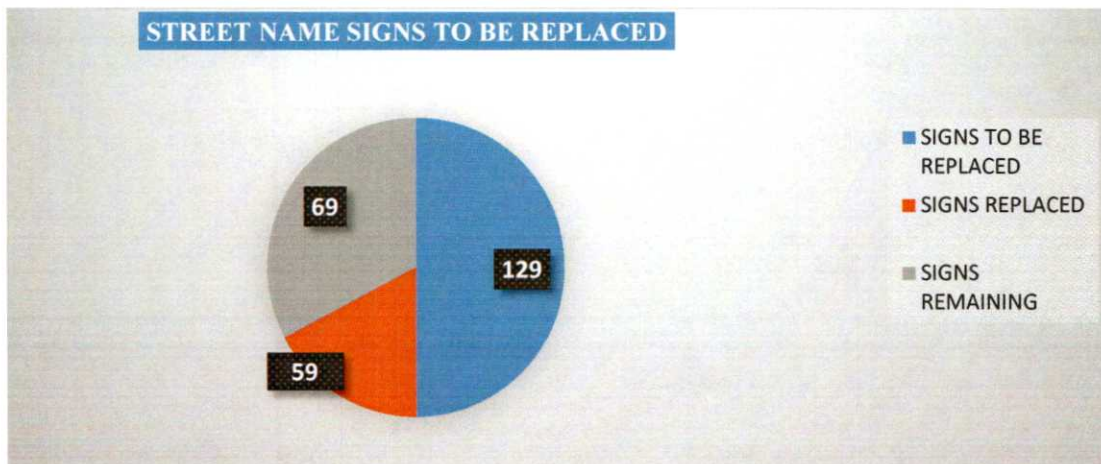
<u>Subdivision Decorative Light LED Retrofit Project</u>			
<u>UPDATED September 2021</u>	<u>TOTAL LAMPS</u>	<u>TOTAL RETROFIT COMPLETED</u>	<u>TOTAL RETROFIT TO BE COMPLETED</u>
High Mast Lights – I-65 Ramps	6	6	0
Briarwood Subdivision	5	6	0
Bridle Creek Subdivision	7	7	0
Business Park Drive	7	7	0
Hampton 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
Settlers Ridge (Solar lights batteries need replaced)	22	0	22
Totals:	167	167	0

NOTE: Settlers Ridge Subdivision has recently reported that all lights are out. The manufacturer and supplier of the Lead Acid Batteries provided the City of White House Public Works Department with replacement batteries under warranty until such time the Public Works Department can budget for the most update and best batteries (Lithium Ion).

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: 26 Street Name Signs were replaced in the month of November.



Public Services Department – Public Works Division
December 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-Nov	21-Dec	YTD 20/21
Street	8,134	9,364	8,741	10,229	9191.25	902	916	12,954
Facility Maintenance	3494	2187	1,227	1,137	887.25	97	121	1410.75
Fleet Maintenance	1034	514	282	380	422.5	18	44	600
Meeting/Training	502	510	517	400	457	28	40	497
Leave	1,253	576	613	810	823	100	223	1703.9
Holiday	795	470	385	555	545	2	175	727
Overtime	508.5	488	414	311	152.75	100	21	418
Administrative	385	698	803	867	1153.25	188	125	2,628
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	25	0	634
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	2	1	409
Pothole Hours	0	759	734	1,181	831.5	261	13	722.25
R-O-W Hours	0	2835	2416	4,027	3044.5	0	110	3,027
Sign/Repaired	0	120	91	84	63	27	15	134
Sign Work Hours	0	289	179	234	109	30	15	284
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	0	47	116.5
Traffic Light Hours	0	0	65	20	158	0	0	77

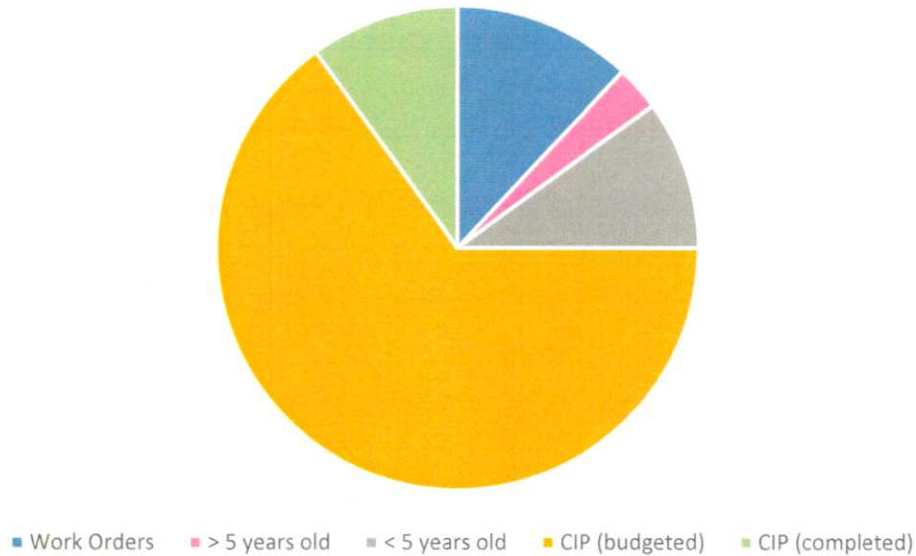
Sanitation Division

Sanitation Division	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	21-Nov	21-Dec	YTD 20/21
Total Hours Worked	2,685	3,634	4,406	4,024	4200.5	360	360	5,608
Facility Maintenance	3494	723	446	574	394.5	49	40	665
Fleet Maintenance	1034	488	445	331	294.5	19	14	279
Meeting/Training	502	265	130	135	127.5	12	18	183
Leave	1,253	428	700	476	336	80	42	722
Holiday	795	270	230	230	230	40	70	360
Overtime	508.5	119	4	12	39.5	0	0	8
Administrative	385	167	1	0	72.5	3	1	51
Sweeping Man Hours	0	1	0	0	0	0	0	0
R-O-W Hours	0	166	30	97	170	0	7	491
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-Nov	21-Dec	YTD 20/21
Brush Collection Stops	5,944	6,080	5,605	5,620	5161	405	356	8,317
Brush Truck Loads	459	551	522	578	584	37	40	756
Leaves Pickup Bags	3741	3,542	3,422	3,535	2934	368	1100	6,691
Brush/Leaves Hours	1366	1,492	1,239	1,300	1225.5	88	85	1,739
Litter Pickup Bags	334	507	546	511	456	36	41	574
Litter Pickup Hours	1147	1132	985	957	892	58	79	1027

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

Stormwater Work Order Management



Administrative Notes



- No new stormwater complaints were reporting this month.
- Drainage mitigation at Beechbrook Court is complete.
- Scott & Ritter have received partial shipment for Springbrook Drainage project. Tentative start date is January 10th with a 60-day estimated completion timeframe.
- Construction activity approved for land disturbance permit for Jackson Farms subdivision and Towne Center sites.
- The stormwater department partnered with Tennessee Environmental Council to host an annual tree giveaway on or around Arbor Day this year.
- Next edition of WOW newsletter will feature an excerpt on understanding easements, right of ways and their affect on private property.
- Six fence permits were issued within The Parks subdivision.

**Public Services Department – Stormwater Division
December 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>414 Wilkinson Lane</i>	Driveway culvert replacement	Work Order: 121421003 Complete	
<i>Jackson Farms</i>	Land Disturbance Permit	Work Order: 121421002 Complete	
<i>Willow Grove</i>	EPSC Inspection	Work Order: 120921006 Complete	

Public Services Department – Stormwater Division
December 2021

Willow Springs

Open trench
inspection

Work Order:
120921005
Complete



721 NPC

Conveyance
cleanout

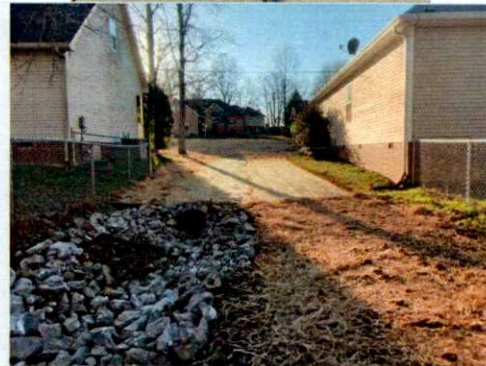
Work Order:
120721002
Complete



**200-210
Beechbrook Ct.**

Install 30",
18" and 15"
ADS pipe

Work Order:
082321003
Complete



Public Services Department – Stormwater Division
December 2021

*133 Ben Albert
Rd.*

Culvert
cleanout

Work Order:
120121009

Complete



425 NPC

8" gravity
FM

Work Order:
120121007

Complete



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

Stormwater Division

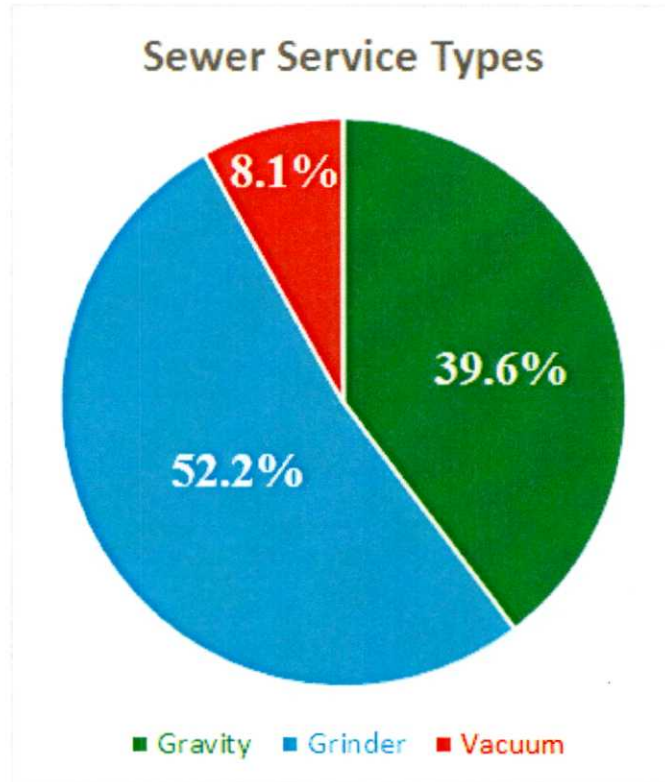
Total Hours Worked	FY 15/16	FY 19/20	30 Nov	31-Dec	YTD 20/21
Stormwater	5,744	7,204	859	639	16,265
Work Orders	0	69	5	10	222
Overtime	508.5	262	0	20	224
Facility Maintenance	3,494	638	31	96	1,088
Fleet Maintenance	1,034	314	95	22	1,307
Administrative	385	1,138	212	178	3,004
Drainage Work (feet)	0	3,988	332	535	9,188
Drainage Man Hours	0	1,371	274	273	4,672
Debris Removed Load	0	188	2	8	242
Sweeping Man Hours	0	309	27	7	620
Mowing Hours	0	102	0	0	496
R-O-W Hours	0	1,506	2	0	47
Shoulder/Curb Hrs	0	0	0	0	40

Public Services Department - Wastewater Division
December 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 **December 31st, 2021**, City personnel count a total of **5,710** sewer system connections, with **22 new** applications for service in **December, 2021**. Totalized counts of each type of connection are provided below:

Gravity Sewer Connections	2,264
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>December 2021</u>	<u>YTD</u>
Tennessee 811	1,670	1849	2315	2680	2933		465	2968

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 have upgraded the V-cards at four of the station to make them more compatible with the 5G signal.**

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<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>Dec 2021</u>	<u>YTD</u>
North Palmers Chapel	22	23	8	3	1		0	3
Calista Road	55	13	4	2	1		0	5
Wilkinson Lane	8	4	1	3	1		1	2
Portland Road	1	4	1	0	1		0	0
Cope's Crossing	17	15	7	8	6		1	5
Union Road	8	17	6	6	9		0	0
Meadowlark Drive	11	6	4	2	1		0	1
Highway 76 (Springfield)	1	0	1	1	0		0	0
Cambria Drive	0	0	1	4	3		1	2
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	3
Concord Springs	n/a	n/a	n/a	0	0		1	2
Parks	n/a	n/a	n/a	0	0		0	0
Fields at Oakwood	n/a	n/a	n/a	n/a	2		1	1
Treatment Plant	1	6	4	6	3		0	0

Alarms:

12-01: Loves station went into high water when a piece of clothing jammed pump-1 and pump-2 air-locked; the obstruction was cleared and the station returned to normal operation. Concord station went into high water and high temp lockout when a check-valve clogged with debris; the obstruction was cleared and the station returned to normal operation.

12-13: Cambria station went into high water when an electrical issue caused current asymmetry on pump-2 and pump-1 failed to prime. The electrical issue has been resolved, and we are continuing to diagnose the priming issues.

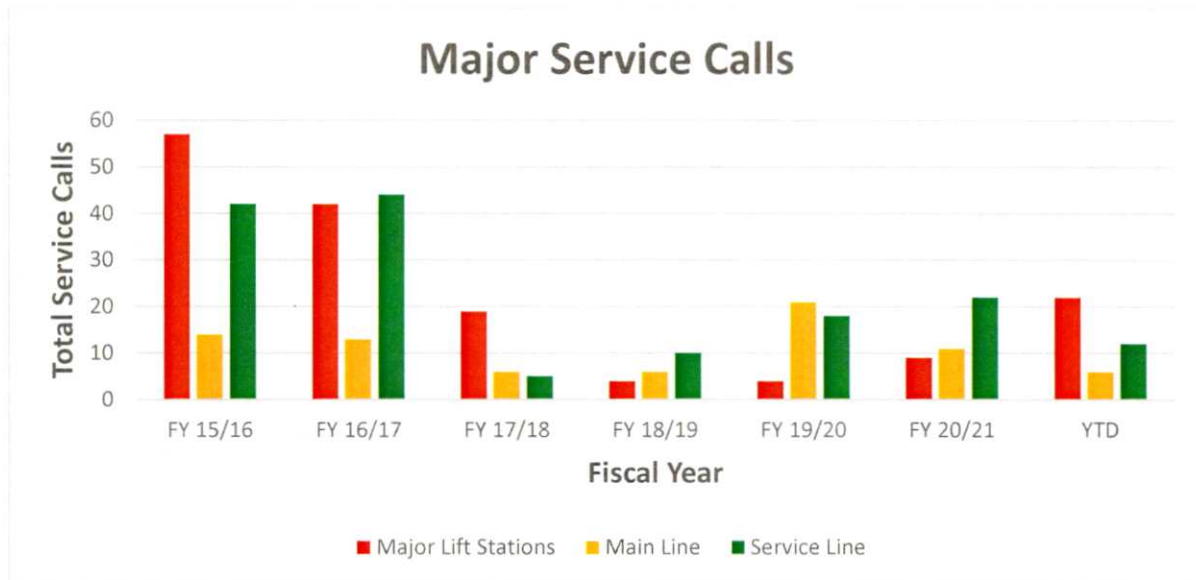
12-28: Oakwood station experienced excessive run-times caused by a clogged check-valve; the obstruction was cleared and the station returned to normal operation. Wilkinson station pump-2 threw a moisture switch alarm; pump was pulled and rewired to correct electrical short, and returned to normal operation. Copes station pump-2 also through a moisture switch alarm; pump was pulled and determined that the motor was wet (seal failure), so it was sent with Wascon for off-site repairs.

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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>Dec 2021</u>	<u>YTD</u>
Major Lift Stations	42	19	4	4	9		6	22
Main Line	13	6	6	21	11		1	6
Service Line	44	5	10	18	22		2	12

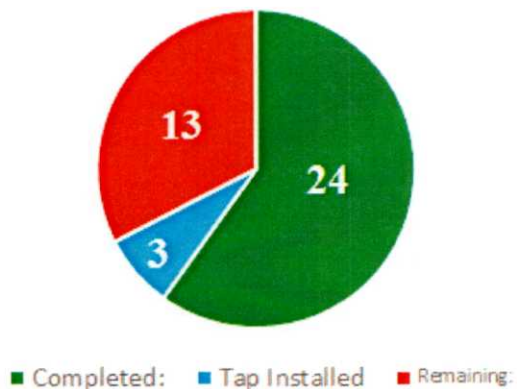


- Line Breaks** – One main-line break occurred in December, 2021. A low-pressure force-main was damaged during a smaller service line repair in the Holly Tree subdivision.
- Settler's Ridge** – In August 2017, just days before Tropical Storm Harvey arrived in White House, a contractor ran over the pump 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** – A number of small-diameter inflatable ball plugs have been found in the Concord Springs station wet well. These are 4" plugs used by plumbers when working on the private service laterals on the individual lot service lines. One of these plugs lodged in a suction pump at this station, causing damage to the pump clutch. **This repair has been completed by Southern Sales and the station is operating as designed. An invoice will be forwarded to the developer to cover the cost of the repairs.**
- 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.**

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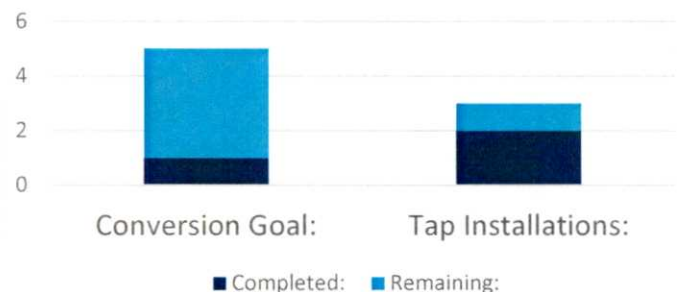
5. **Wilkinson Lane Station** – Station is again running on both pumps. WASCON is working with the City and several different suppliers on installing HDPE piping in the station. The DIP discharge piping is showing severe signs of decay. We anticipate roughly one year of operation before the pipe fails 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. 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. Bids will be opened for Phase-1 of the 18” line on Monday, November 8th. Phase-1 will connect to the existing 12” Southern Force-Main on Hester Dr, bore underneath I-65 towards Loves Truck Stop, cross Hwy 76 at the Loves Ln intersection, and manifold to an existing 12” line at the intersection of DeeCee Ct and SCT Dr.
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 22 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. The gravity portion of the project has been completed and testing of the lines and manholes is underway. The grinder tanks have now been installed, and L&G Construction is waiting on an electrician to finish wiring the pumps’ control panels.
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



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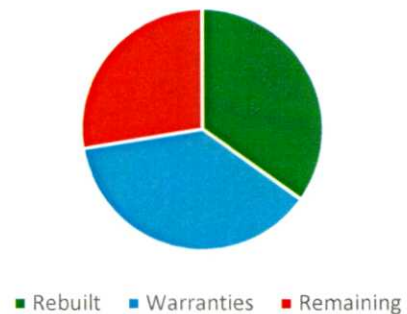
<u>Work Orders</u>	<u>FY 16/17</u>	<u>FY 17/18</u>	<u>FY 18/19</u>	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>Dec 2021</u>	<u>YTD</u>
Vacuum System Service Request	172	143	112	82	78	14	71
Gravity Service Request	12	0	10	13	20	8	39
Low Pressure Service Request	716	621	728	770	702	53	374
Total Pumps Replaced	338	401	361	449	492	38	259
Total Pumps Rebuilt	n/a	n/a	n/a	n/a	135	12	67
Total Warranty Pumps Returned	n/a	n/a	n/a	n/a	n/a	9	72
Grinder Tank PM Program	58	63	358	267	219	8	52
Open Trench Inspections	23	54	103	226	409	48	394
Final Inspection for New Service	55	56	62	110	248	39	233
Sanitary Sewer Overflow (SSO)	9	1	3	49	19	1	13
Odor Complaints	17	28	43	43	35	1	11

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 525 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 anticipate approximately 75 warranty-returns. Wascon rebuilds all pumps that fail prior to expiration of their 5-year and 3-month warranty period.

79.4% of Needed Pumps Rebuilt



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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>Sep - 21</u>	<u>Oct - 21</u>	<u>Nov - 21</u>	<u>Dec - 21</u>	
Flow – To Creek	0.621 MGD	0.563 MGD	0.629 MGD	0.681 MGD	MGD = Million Gallons/Day
Flow – To Spray Field	0.115 MGD	0.047 MGD	0 MGD	0 MGD	
Total Flow Through Plant	0.736 MGD	0.610 MGD	0.629 MGD	0.681 MGD	
Capacity	1.400 MGD	1.400 MGD	1.400 MGD	1.400 MGD	
% of Plant Throughput	52.6%	43.6%	44.9%	48.6%	(0.681 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	65.7%	54.5%	56.2%	60.8%	(0.681 MGD) / (1.12 MGD)
Rainfall	5.98"	5.99"	2.27"	4.15"	

<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>Dec 2021</u>	<u>YTD</u>
Violations	7	7	13	7	12	7		1	6

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.

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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 **0.14** PPM with a max residual of **0.21** 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 **19.7 CFU's** which is well below the limit. *Last month the average was 27.5.*

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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.

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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.

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- **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.
- **10-01-2021:** Continued excavation of unsuitable soils, with backfilling and compacting of soils in Lab Building, Bioreactor, and parking areas. Existing drainage ditch on-site redirected away from clarifier area.
- **10-04-2021:** 1 and 3/8 inches rain in rain gauge from Sunday and Monday. Silt fence inspected with no issues found. Additional silt fence installed at construction parking area. Defunct 8" line removed underneath grit removal area. Conducted dewatering of excavated areas.
- **10-05-2021:** Site still muddy from rain on previous day, with more rain in forecast for the day. Existing light pole removed from effluent area by White Electric. Additional stone applied to parking area. Additional dewatering of site conducted. Conflicting irrigation line to sprinkler head removed.
- **10-06-2021:** Additional 0.40" of rain received overnight. Site still muddy from rain on previous day. Demoed light pole foundation excavated and removed. Safety fence installed around excavation pits on site.
- **10-07-2021:** Additional 3/8 inch of rain received overnight. Additional dewatering performed. Began sub-grade excavation of grit removal and UV areas.
- **10-08-2021:** Site still muddy from rain on previous day. New construction roadway cut in. Continued to excavate UV area.
- **10-09-2021:** Site still muddy, but workable. Conducted backfilling/compacting in bioreactor area. Continued to excavate UV area.
- **10-10-2021:** Continued backfilling/compacting bioreactor area. Continued excavating UV area.
- **10-11-2021:** Keller on-site to begin augering and installing vibropiers. Continued backfilling and compacting bioreactor area. Excavated lab building area.
- **10-12-2021:** Keller continues augering for vibro-pier installation. Began excavating effluent structure area.
- **10-13-2021:** Keller continues augering for vibro-pier installation. Performed lawn maintenance and graded area for conex box.

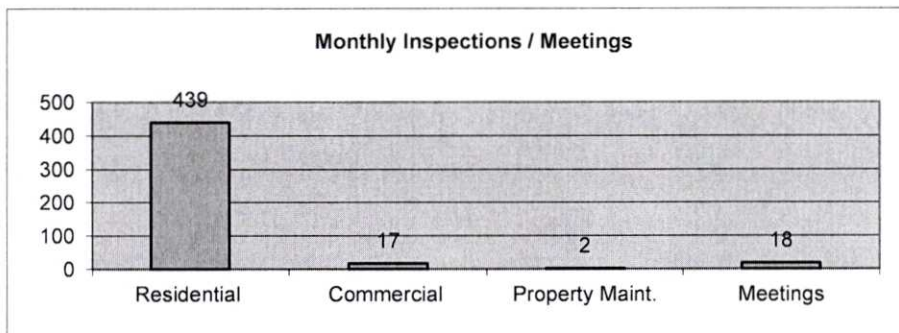
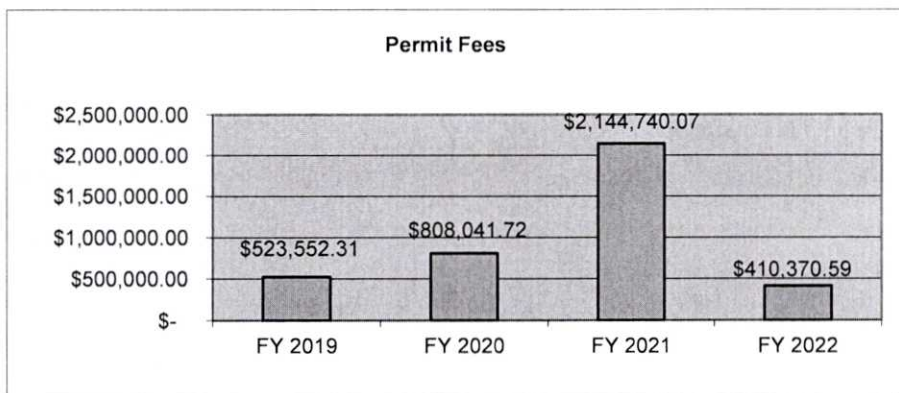
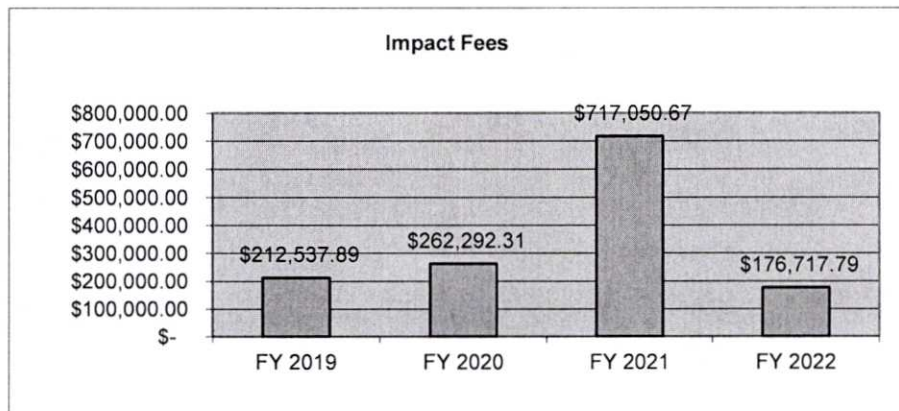
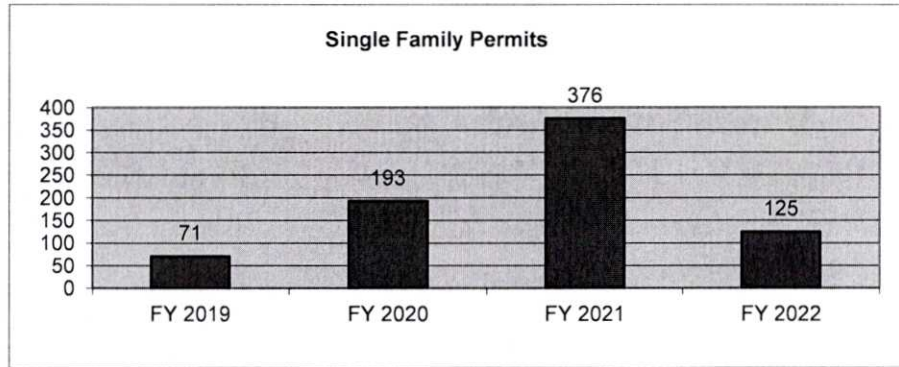
**Public Services Department - Wastewater Division
December 2021**

- **10-14-2021:** Keller continues vibro-pier installation. Began excavating electrical building area. Continued yard work. Applied stone to new construction entrance road.
- **10-15-2021:** Work delayed due to heavy rains beginning at approximately 8:30am. Proof-roll test conducted in bioreactor area. Additional drain pipe installed to assist with dewatering site.
- **10-18-2021:** Keller continues vibro-pier installation. Conducted site dewatering. Continued yard work and safety fence installation.
- **10-19-2021:** Keller continues vibro-pier installation. Extended construction road around jobsite.
- **10-20-2021:** Keller continues vibro-pier installation. Stone applied to extended construction road. Soil stockpiles turned for drying. Began building concrete wash-out area. Site prepped for additional rain tomorrow.
- **10-21-2021:** Keller continues vibro-pier installation. Dirt work performed to protect against incoming rain in forecast.
- **10-22-2021:** Keller continues vibro-pier installation. Backfilled lab building area, and performed dirt work around parking area. Began building break area/conex roof for Reeves Young crew.
- **10-23-2021:** Keller continues vibro-pier installation. Performed heavy equipment maintenance.
- **10-25-2021:** 1.4" rain overnight, with rain still falling. Keller unable to continue vibro-pier installation due to rain. Performed silt fence inspection and site dewatering.
- **10-26-2021:** Keller continues vibro-pier installation. Continued working on Reeves Young break area, and dewatered site.
- **10-27-2021:** Keller continues vibro-pier installation. Continued working on Reeves Young break area. Performed dirt work to protect against incoming rain in forecast.
- **10-28-2021:** Keller completed vibro-pier installation and demobilized. Additional safety fence installed on-site. Continued working on Reeves Young break area.
- **11-01-2021:** Reeves Young dewatering site due to heavy rains over the weekend. Tafolla on site receiving rebar and prepping for concrete work. Gravel spread in bioreactor area to prep for mud-mat pour. Performed maintenance on construction road.
- **11-02-2021:** Reeves Young and Tafolla prepping site for mud-mat pour, grading, and dewatering.
- **11-03-2021:** Reeves Young and Tafolla continuing to prep mud-mat and dewatering site.
- **11-04-2021:** 1st bioreactor mud-mat poured by Tafolla.
- **11-05-2021:** Tafolla installed forms for 2nd mud-mat.
- **11-08-2021:** Reeves Young grades site and preps for 2nd mud-mat. Tafolla installing rebar for 1st bioreactor foundation pour.
- **11-09-2021:** 2nd bioreactor mud-mat poured by Tafolla. Reeves Young backfilling around lab building area. GEO Services on-site to test soil compactions in lab building and parking lot areas. Tafolla continuing to install rebar for 1st bioreactor foundation pour.
- **11-10-2021:** Reeves Young continuing backfill work and grading. Tafolla continuing to install rebar for 1st bioreactor foundation pour.
- **11-11-2021:** Reeves Young prepped site in anticipation of rain, which began late-morning.
- **11-12-2021:** Reeves Young dewatering site and drying soil after rain. Tafolla continuing to install rebar for 1st bioreactor foundation pour.
- **11-13-2021:** Tafolla continuing to install rebar for 1st bioreactor foundation pour.
- **11-15-2021:** Reeves Young continuing to dry soils. Tafolla continuing to install rebar for 1st bioreactor foundation pour, and installing bioreactor piping.
- **11-16-2021:** Reeves Young continuing to dry soils. Tafolla continuing to install bioreactor piping. GEO Services performing soil compaction testing.
- **11-17-2021:** Tafolla continuing to install rebar for 1st bioreactor foundation pour. Reeves Young prepping site for incoming rain, and continuing to backfill and compact lab building and parking areas.
- **11-18-2021:** Approximately ½ inch of rain fell overnight. Reeves Young dewatering site and working on bioreactor piping. Tafolla continuing to work on rebar ties.
- **11-19-2021:** Reeves Young continuing to dewater site and dry soils, and working on piping for bioreactor drains. Geo Services performing rebar inspections. Tafolla beginning vertical rebar installation.
- **11-20-2021:** Tafolla continuing to install rebar for 1st and 2nd bioreactor foundations. Reeves Young prepping site for incoming rain, and continuing to work on bioreactor drain piping.
- **11-22-2021:** Approximately ¾ inch of rain fell previous day. Reeves Young dewatering site, performed construction road maintenance, continued working on piping for bioreactor drains, and prepped site for concrete pour of 1st bioreactor foundation. Tafolla continuing to install rebar for 2nd bioreactor foundation.
- **11-23-2021:** 1st bioreactor foundation poured beginning at midnight. 797 cubic yards of concrete poured. Additionally, Tafolla continued installation of rebar for 2nd bioreactor foundation.
- **11-24-2021:** Tafolla continues installing rebar for 2nd bioreactor foundation. Reeves Young continuing work on drain pipes.
- **11-29-2021:** Tafolla continues installing rebar for 2nd bioreactor foundation. Reeves Young continues to work on installing bioreactor drain lines.

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

- **11-30-2021:** Tafolla continues installing rebar for 2nd bioreactor foundation. Reeves Young dewater bioreactor piping trench and spreads soil to dry. Reeves Young begins excavating clarifier area to sub-grade.
- **12-01-2021:** Tafolla continues installing rebar for 2nd bioreactor foundation. GeoServices tests cylinders from 1st bioreactor foundation pour and testing compaction under lab building area. Reeves Young continues excavating clarifier area and UV area.
- **12-02-2021:** Tafolla continues installing rebar for 2nd bioreactor foundation. Reeves Young continues excavating UV area and Grit Chamber area, and exposed existing underground electrical in jobsite.
- **12-03-2021:** 2nd bioreactor foundation poured beginning at midnight. Additional backfilling conducted in lab building area.
- **12-04-2021:** Tafolla laid down wall lines and removed plywood forms in preparation for joint fillers. Stone put in place in preparation for bioreactor mud-mat #3.
- **12-06-2021:** Heavy rain in the morning. Reeves Young dewatered site and made silt fence repairs. Tafolla installed safety fence around existing oxidation ditch.
- **12-07-2021:** Reeves Young continued to dewater site. Hydrostatic test on bioreactor drain line performed and passed.
- **12-08-2021:** Reeves Young continued to dewater site, and backfilled with gravel around bioreactor drain pipe.
- **12-09-2021:** 3rd bioreactor mud-mat poured. Reeves Young backfilled grit removal area with stone.
- **12-10-2021:** Rain day. Crew performed basic maintenance and organizational tasks.
- **12-13-2021:** Reeves Young dewatering site and inspecting silt fence. Excavated around bioreactor drain pipe to prep for encasement.
- **12-14-2021:** Reeves Young prepped site for 4th bioreactor mud-mat and dewatered site. GeoServices on-site for wall rebar inspection. Reeves Young performed site safety audit.
- **12-15-2021:** Tafolla continuing to install rebar for 1st wall pour. Reeves Young performing general site prep and organization work.
- **12-16-2021:** Tafolla continuing to install rebar for 1st wall pour. GeoServices on-site for wall rebar inspection.
- **12-17-2021:** Tafolla continuing to install rebar for 1st wall pour.
- **12-21-2021:** Tafolla continuing to install rebar for 1st wall pour. Reeves Young dewatering site.
- **12-22-2021:** 1st wall pour completed.
- **12-23-2021:** Tafolla tying rebar for 2nd wall pour. Reeves Young prepping site for holiday weekend.
- **12-27-2021:** Tafolla tying rebar for bioreactor drain pipe encasement and 2nd wall pour.

Planning and Codes Department
DECEMBER 2021



**Planning and Codes Department
DECEMBER 2021**

	Month	FY2022	FY2021	FY2020	FY2019
MEETING AGENDA ITEMS#					
Planning Commission	10	42	74	69	66
Construction Appeals	0	0	0	0	0
Zoning Appeals	0	2	4	5	6
Tech. Review/Study Session	0	2	2	0	1
Property Maintenance	0	0	0	0	0
PERMITS					
Single Family Residential	23	125	376	193	71
Multi-Family Residential	0	0	22	0	13
Other Residential	5	41	83	91	93
New Commercial	1	2	6	6	3
New Industrial	0	0	2	0	1
Other Com/Ind	2	11	23	23	33
Sign	0	6	17	14	25
Occupancy Permits	46	249	21	14	25
Jersey Mike's- 615 Highway 76					
Images Hair Salon-2909 Highway 31W					
Tractor Supply- 2901 Highway 31W					
Strawberry Ink-3027 Highway 31W					
Other	1	1	11	12	3
BUILDING INSPECTIONS					
Residential	439	2439	2621	2858	2411
Hours	270	1006	533	699.58	414.98
Commercial /Industrial	17	83	92	110	179
Hours	12	45	36.93	12.83	165
CODE ENFORCEMENT					
Total Cases	3	26	98	330	179
Hours	3	18	35.75	70.24	86.75
Complaints Received	2	46	41	116	98
MEETINGS					
Administration	10	70	72	58	68
Hours	16	70	99	38.26	103.67
Planning	8	61	53	76	135
Hours	16	117	96.58	155.5	86.82
Codes	0	4	11	28	35
Hours	0	4	9	37.85	40.16
FEES					
Permit Fees	\$48,697.50	\$ 410,370.59	\$2,144,740.07	\$ 808,041.72	\$523,552.31
Board Review Fees	\$1,900.00	\$ 4,675.00	\$ 84,775.00	\$ 11,000.00	\$3,750.00
City Impact Fee	\$28,635.00	\$ 176,717.79	\$ 717,050.67	\$ 262,292.31	\$212,537.89
Roads	\$8,763.00	\$ 568,082.20	\$ 301,769.60	\$ 77,860.90	\$98,885.80
Parks	\$9,108.00	\$ 49,500.00	\$ 150,326.00	\$ 74,646.00	\$ 23,140.00
Police	\$6,486.00	\$ 50,383.91	\$ 191,431.41	\$ 59,096.30	\$ 11,704.30
Fire	\$4,278.00	\$ 33,244.86	\$ 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: 18	\$ 3,674,528.91	\$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	14		17	16	15

Parks, Recreation, & Cultural Arts Department
December 2021

Update on ongoing projects:

Greenway Trailhead Clock Repair

- Made all necessary repairs and re-painted clock
- Took top portion to B&B signs to be restored/updated



Soccer Complex Renovation

- Irrigation is complete.
- Sodding is complete.
- Millings have been spread out to cover parking areas.
- Only remaining item left is for the fence to be installed which should be done early next month.



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

Soccer Complex Renovation Phase II – New Parking Lot, pavilion, sidewalks, etc. – Received \$500,00.00 grant for this phase

- Only a little bit has been done since the last update on this. It has been slow-go on them getting us what we need to continue on.
- Should be doing another workshop soon and submitting more items to TDEC for approval over the coming months.

Design Work – Splash Pad Maintenance Building & Municipal Park Concession Stand

- Design ongoing
- Received price estimate for construction of both projects
 - \$198,000 for Splash Pad Maintenance Building
 - \$358,000 for Municipal Park Concession Stand

Fencing – Maintenance Shop, Field 5, Cemetery

- All specs are complete
- Will go out for quotes for Maintenance Shop and Field 5 next month.
- Will go out for bid for cemetery next month

Upcoming Projects:

Grading

- Field 7 work ongoing



- Soccer later this year

Tennis Courts

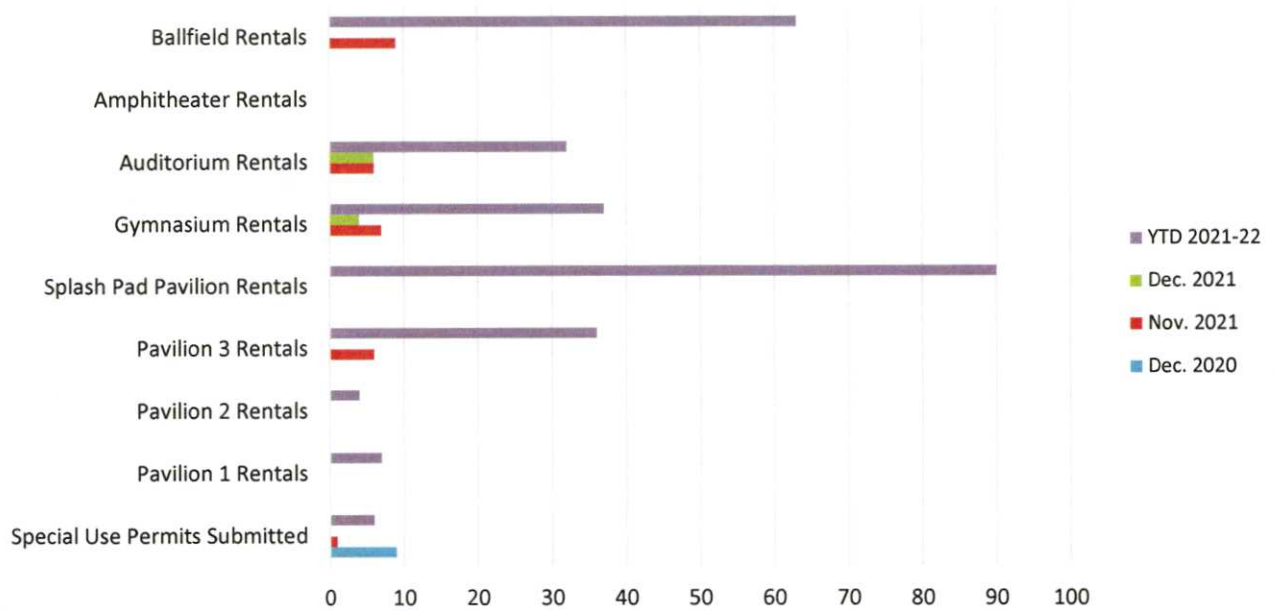
- Design ongoing

Dog Park parking lot paving

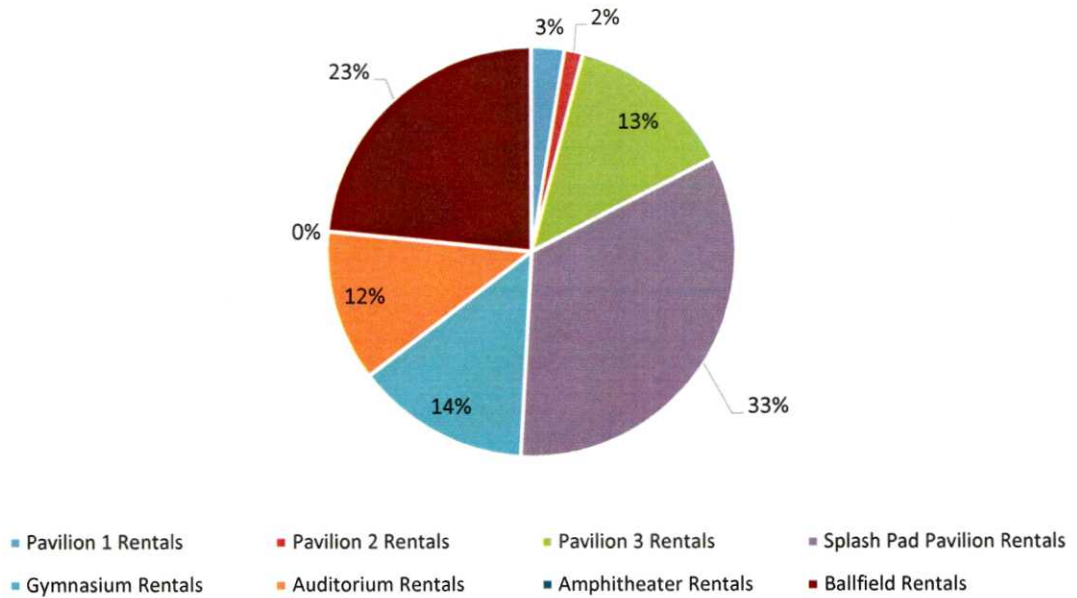
- Looks like we will forgo this in order to get Greenway wayside area paved.

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

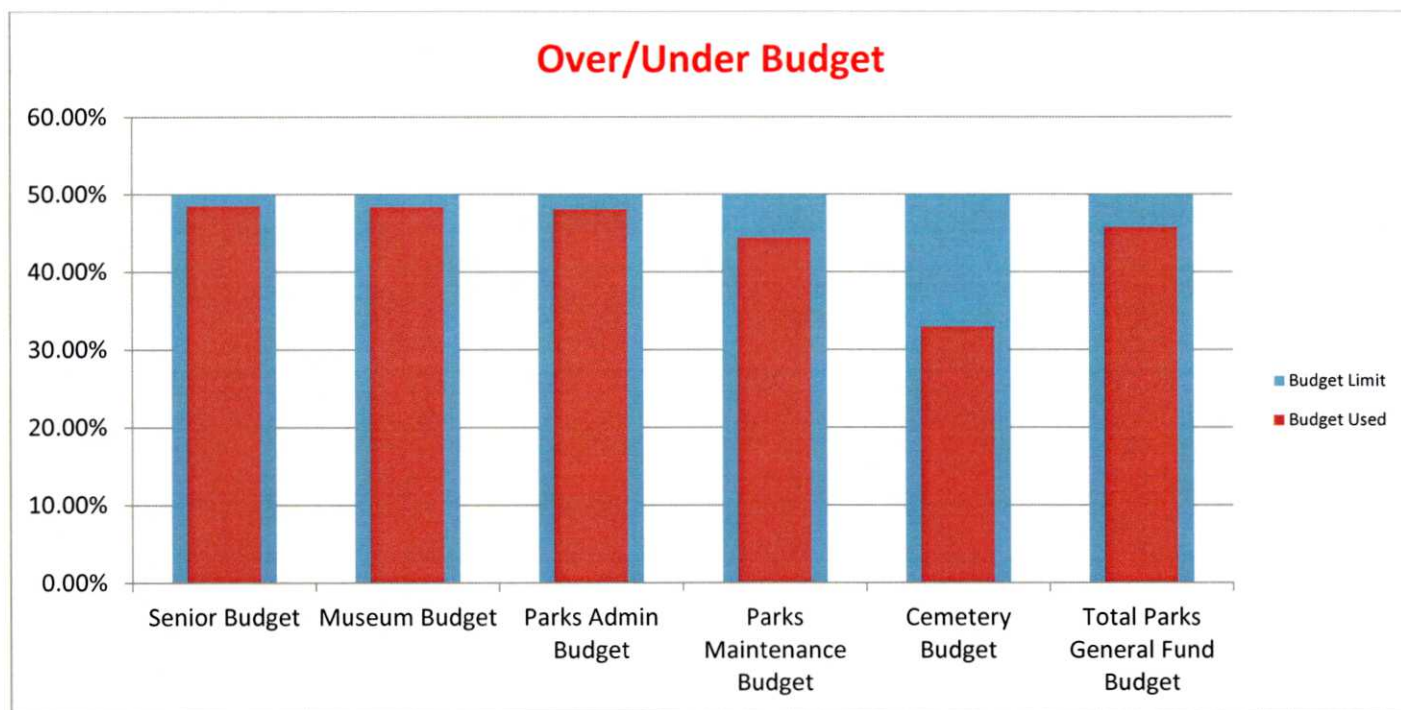
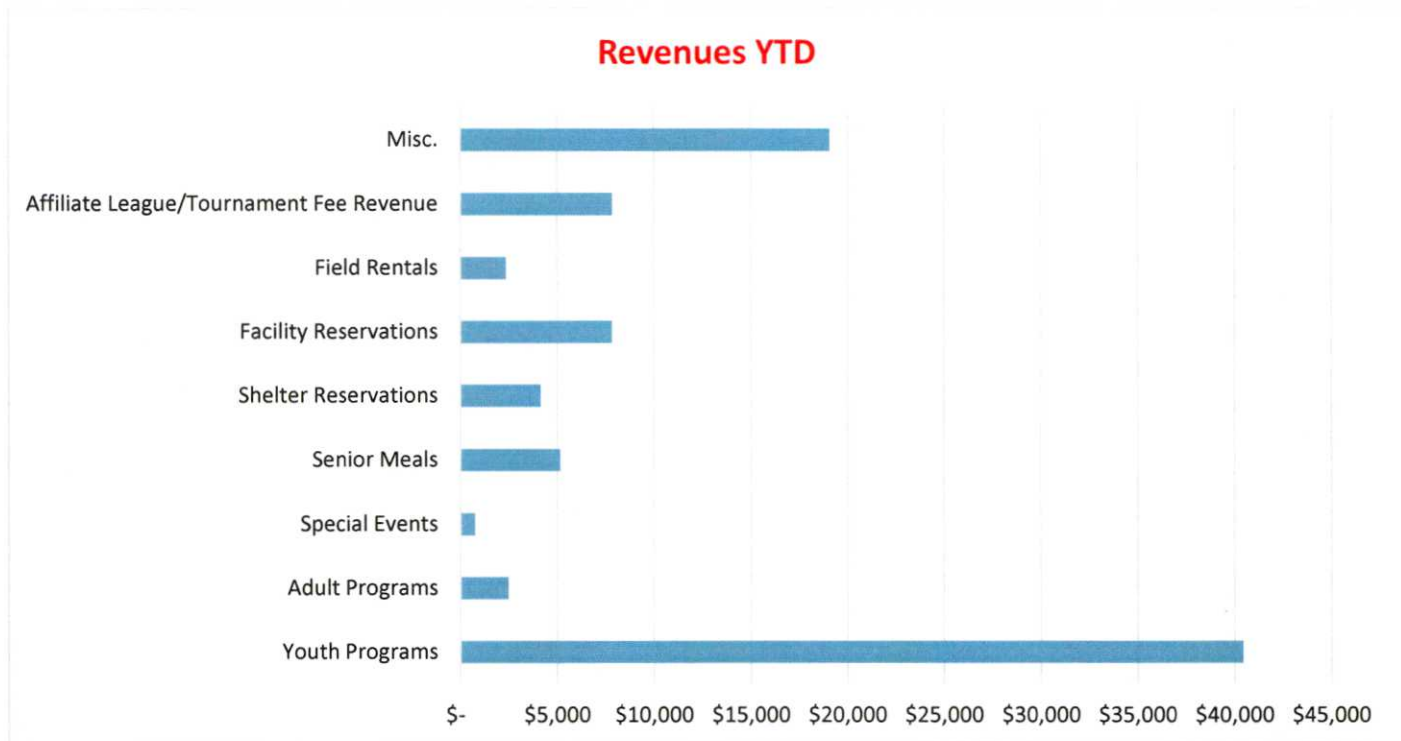
Facility Usage



Facility Usage YTD 2021-22



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



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

Recreation

Youth Basketball

- Uniforms picked up 12/20
- Distributed week of December 27th-31st
- Trophies were ordered on 12/7 (Awaiting Invoice)
- Scorekeeper's meeting took place on 12/8

Christmas Parade

- Approximately 60 entrees for parade
- New Grand Marshall Banner/ 3 plaques given out
- Need Designated Loading/ Unloading zone for next year
- 1st Place float – Farmers Bank
- 2nd Place Float – White House Children's Clinic
- 3rd Place Float – Bethlehem Baptist

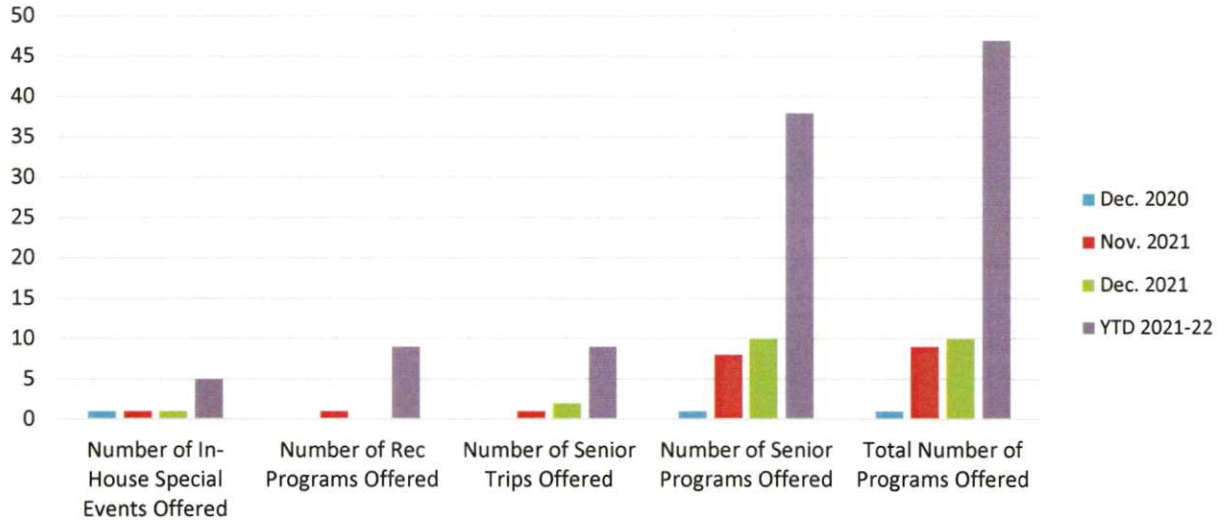


General

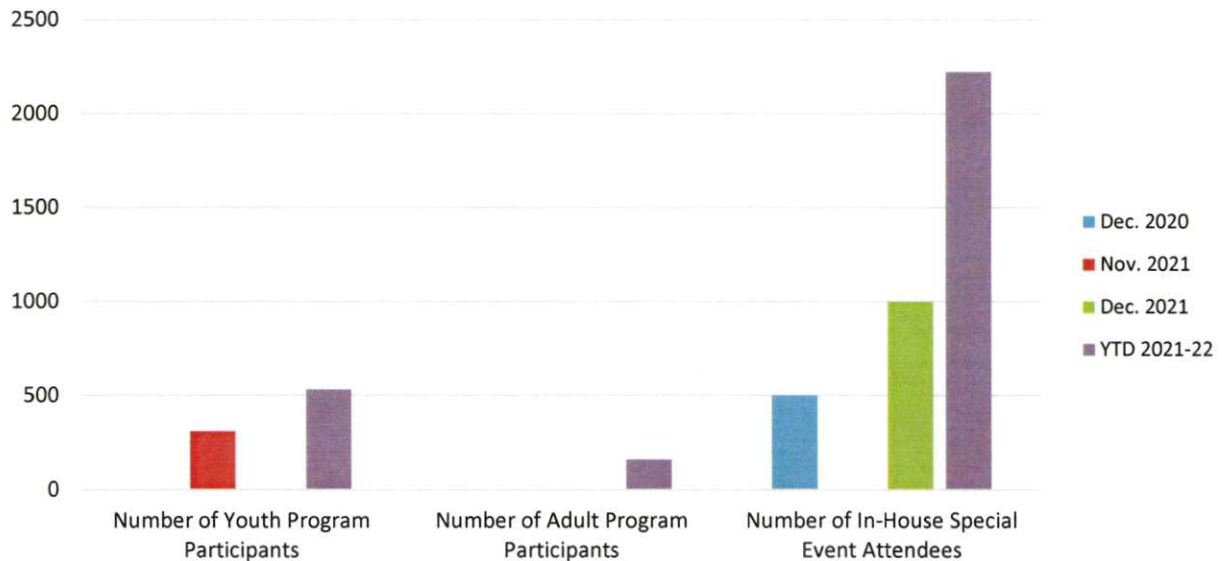
- Parks Attendant Orey Fugate's Last Day 12/28
- Malaki Anderson Interviewed for position on 12/21 (starts 1/3)
- Gym floor covering was put down on 12/21 for Christmas Luncheon
- Auditorium used for Christmas Concert on 12/16-12/17
- No Safety Meeting in December (Steven takes over in January)
- Gym Lobby having problems with heating unit

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

Programming & Special Events Opportunities



Programming & Special Events Attendance



Maintenance

- The clock located at the 76 trailhead beside Sonic has been painted and all new updated parts including led lights have been installed.
- We rented an industrial size pressure washer for a month and finished up using it this month. With the warm weather we had we were able to get a lot done. We pressure washed bridge floors along the greenway, white fences at all the trailheads, sidewalks, pavilions, bleachers and dugouts.

Parks, Recreation, & Cultural Arts Department
December 2021



- We spent a lot of time mulching up leaves at all of our locations including the greenway.
- We have been cleaning up trailheads. We have been trimming shrubs, pruning trees and cutting back ornamental grass.
- We have gone around and put new fence ties on the baseball/softball fences where they have come loose. We used an estimated 500-plus fence ties.
- We formed up and poured a concrete sidewalk to connect the pavilion and the current sidewalk at the soccer complex. Now this will be a smooth transition for a stroller or someone in a wheelchair.



- We took down the fence at Byrum Park in November.



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

- We installed trees along Greenway to provide more barrier for a homeowner.



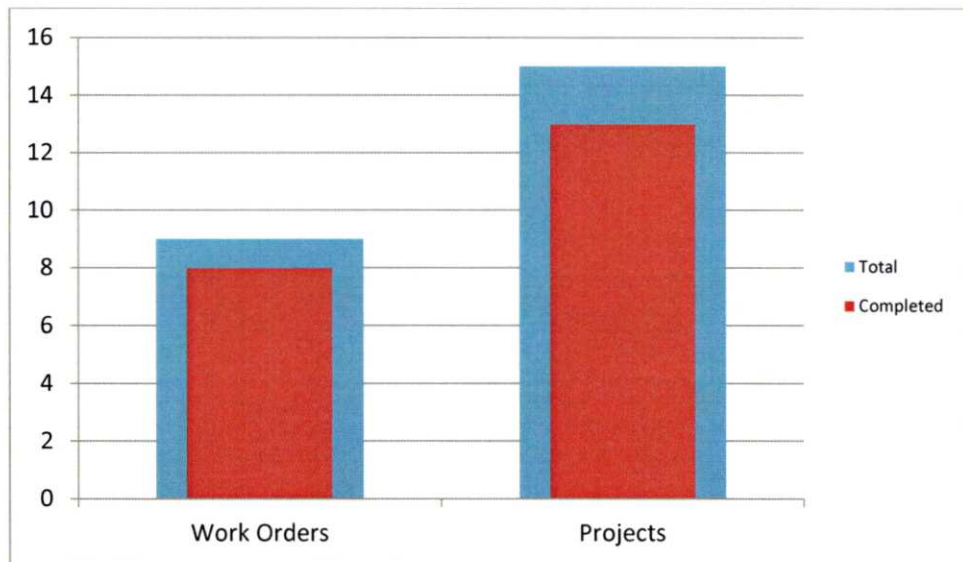
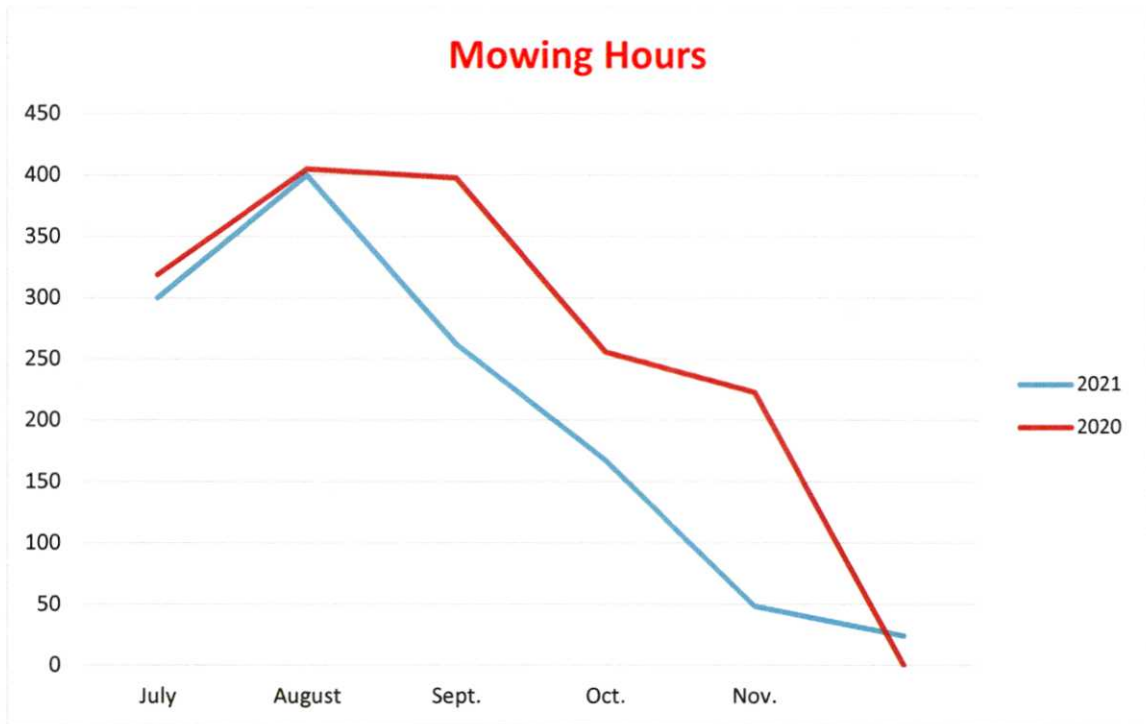
- We installed trees on sides of new columbarium to match the original.



- We finished dressing up the Northwoods sidewalk that was installed a couple months ago.



Parks, Recreation, & Cultural Arts Department
December 2021



Parks, Recreation, & Cultural Arts Department
December 2021

Museum

Volunteers

Museum volunteers helped put up the Christmas decorations in the museum. We also spent a few hours decorating the museum's Christmas float for the City's Christmas parade. Volunteers also rode on the float in costume. Museum volunteers provided 14.25 hours to the Museum in the month of December.



Exhibits

50th Celebration Exhibit continues.

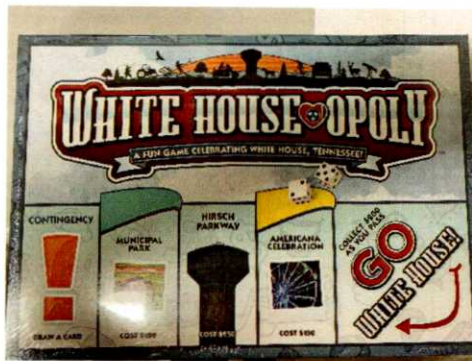
Parks, Recreation, & Cultural Arts Department
December 2021

Social Media Promotion



White House History Wednesday's monthly edition was posted on Wednesday, December 29, 2021, with a new episode on the White House Public Library. We were pleased to have the Director of the White House Library, Elizabeth Kozlowski as a guest speaker.

Donated Artifacts



White House-opoly game was donated by Drew Christenson. This game was sold at Walmart in 2021.

Tours at Museum



The Museum was open and available for viewing during the open house for Chamber Investors.

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

Events and Meetings Assisted with and/or Attended

December 4 – Christmas Parade and Christmas on Main

December 7 – Chamber Board Meeting

December 9 – Leadership Robertson County

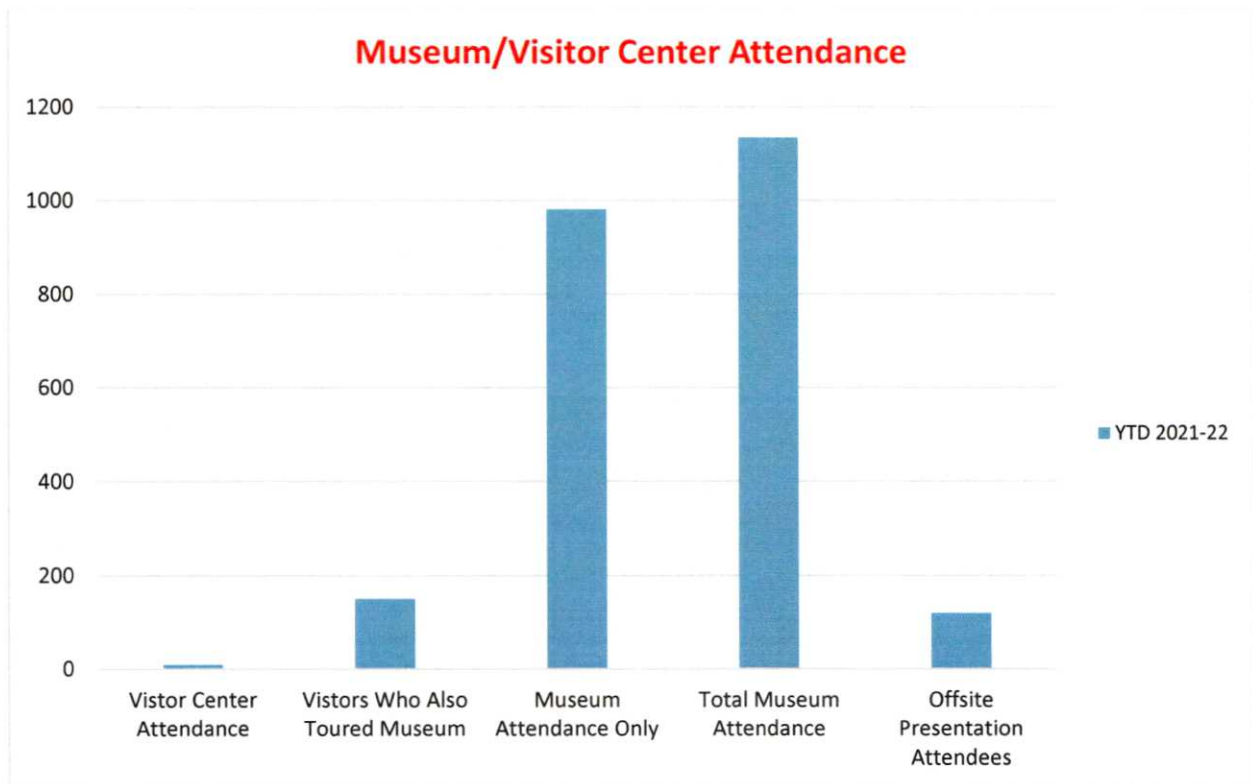
December 9 – Women of White House Coffee, Cookies and Candles

December 14 – Invest and Connect Open House

December 15 – Chamber Ambassadors Christmas Gathering

Visitors' Center and Museum Attendance

Visitors' Center Only	Visitors' Center and Toured Museum	Museum Only	Total Museum Visitors	Off Site Presentations Attendees
2	41	20	61	



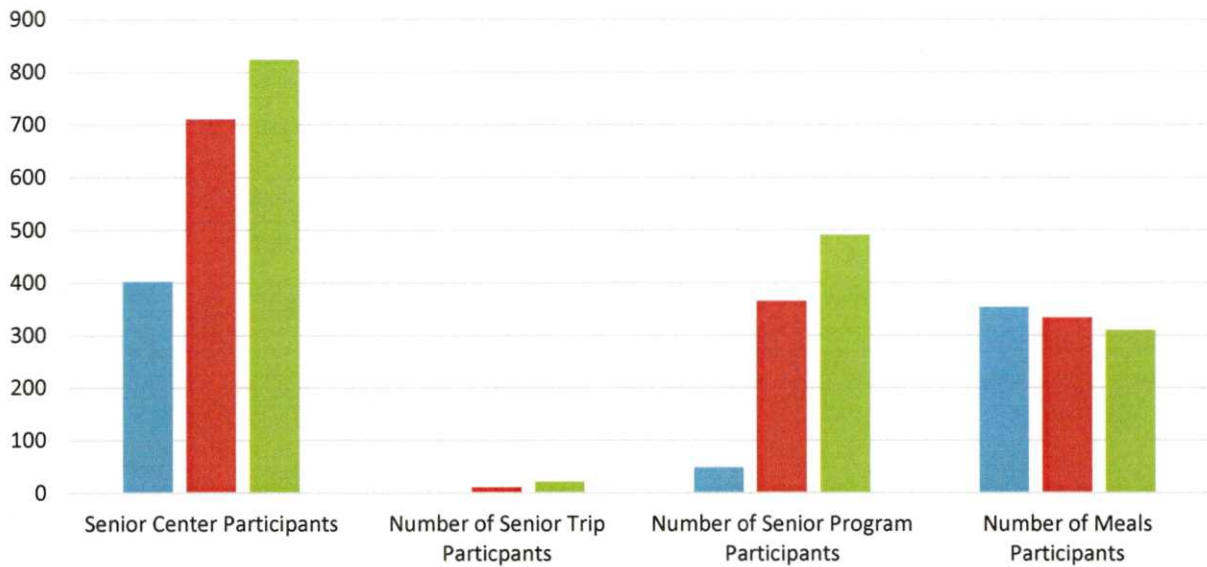
Parks, Recreation, & Cultural Arts Department
December 2021

Senior Center

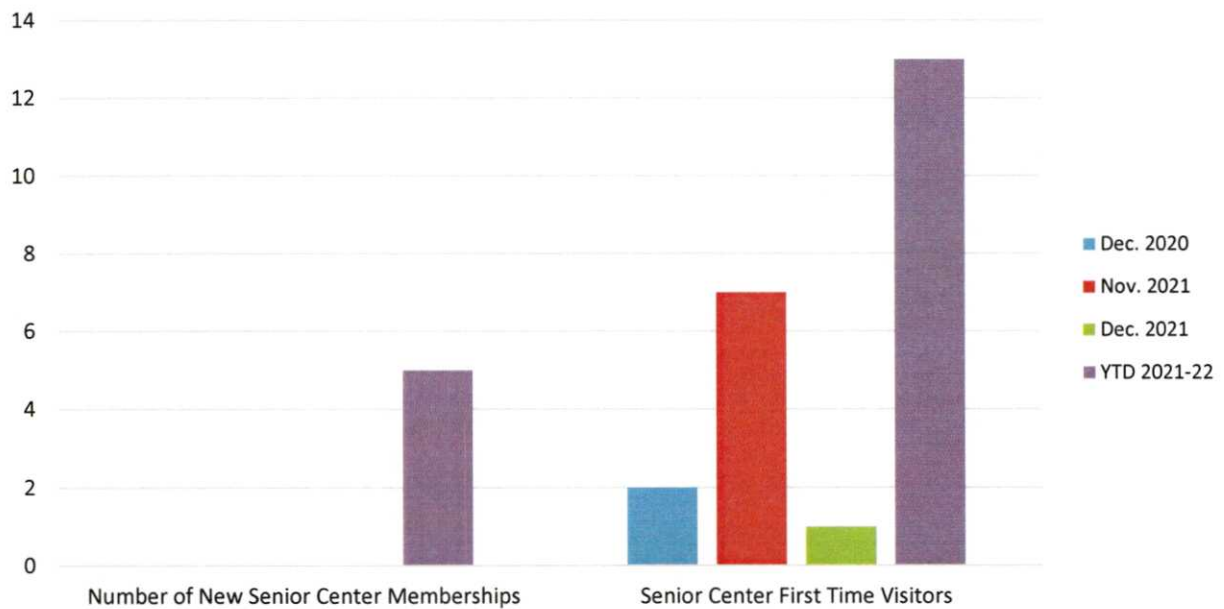
Senior Center Participation - December 2021			
<u>Outings/Events:</u>			
Crafts	6		
Movie at Center	8		
Bowling	8		
Bunco	8		
Lunch Colorado Grill	14		
Exercise Christmas Party	20		
Senior Christmas Party	28		
Total	92		
		<u>Sr Meals Wednesdays</u>	
		91	
		78	
		75	
		66	
		310	TOTAL
<u>Programs:</u>			
Fittercise	117		
Walk	124		
Yoga	51		
Strength	44		
Cards, Games, Billiards, Bingo	86		
TOTAL	422		
NEW MEMBERS	0		
FIRST TIME ATTENDEE	1	James	
TOTAL Sr Center Participants:	824		

Parks, Recreation, & Cultural Arts Department
December 2021

Senior Programming Participation/Attendance



New Senior Memberships/First Time Visitors



Parks, Recreation, Cultural Arts Department
December 2021

	FYE 2019	FYE 2020
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Facility Usage

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	\$13,286.00	\$16,017.20
Misc.	\$11,744.00	\$15,394.74

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

Dec. 20	Nov. 2021	Dec. 21	YTD 21-22
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9	1	0	6
0	0	0	7
0	0	0	4
0	6	0	36
0	0	0	90
0	6	0	137
0	7	4	37
0	0	0	0
0	6	6	32
0	0	0	0
0	13	10	69
0	9	0	63
2	2	2	10
3	101	41	151
0	18	20	982
5	121	61	1135

0	310	0	532
0	0	0	160
1	1	1	5
500	0	1,000	2223
0	1	0	9
200	205	205	1224
0	0	0	5
403	711	824	4182
2	7	1	13
0	1	2	9
0	11	22	57
1	8	10	38
49	366	492	2087
4	4	4	24
354	334	310	2038
0	120	0	120
1	9	10	47

\$0.00	\$812.00	\$80.00	\$40,444.00
\$0.00	\$0.00	\$0.00	\$2,500.00
\$0.00	\$0.00	\$0.00	\$765.00
\$885.00	\$838.00	\$813.00	\$5,172.50
\$0.00	\$60.00	\$0.00	\$4,165.00
\$100.00	\$1,800.00	\$400.00	\$7,825.50
\$0.00	\$600.00	\$0.00	\$2,385.00
\$0.00	\$179.00	\$0.00	\$7,849.50
\$176.00	\$0.00	\$0.00	\$19,081.87

0	48	24	1201.25
0	1	0	9
1	1	0	8
4	3	4	15
4	1	4	13

**White House Library
December 2021**

Summary of Activities

The city had its special 50th anniversary Christmas event on December 4. The library had a float in the parade and was also a big part of the event that followed. We had pictures with Santa, the dulcimer players, kids' crafts and ukulele players inside. Refreshments were served on the library patio. During this event, the library director put in a book about the pandemic and a library card for the city's time capsule. The Friends of the Library also presented a check in the amount of \$10,000 to the city.

The library director also attended the ribbon cutting at Tractor Supply. The Governor and other representatives were present. Tractor Supply also announced that the Friends of the Library would be a recipient of a donation.

The library director and library supervisor attended the 5th Municipal Management course on December 8th. The training session was on HR and was taught by John Grubbs.

The budget committee met on December 9th. The group reviewed and then voted on the library director's proposed budget with one modification. The director will bring this proposed budget to the library board in January.

The library supervisor attended a crisis management training at the regional library on December 14. The training talked about how to respond to a crisis and reviewed crisis planning. The trainer commented that the White House Library's plan was good.

The library director attended a Genealogy training from the state on December 16. The director learned about new resources that are free for patrons to use and fun facts about some of the genealogy records archived at the state library.

The library director attended a 50th anniversary Christmas debriefing to discuss what went well and what might need to be changed if we have a similar event next year. Overall, things went well, but the library director is not going to have as many activities. The A/C units could not keep the building cool with the large volume of people that can through the building.

Lisa Majors, the circulation clerk, turned in her two week notice. She has accepted the cataloger position at the Hendersonville Public Library. Her last day was December 29.

The friends of the library had their wish tree in the library again this year. The library received a number of board game and puzzle donations from this event.

The board of Mayor and Aldermen voted to move the grant funds from the APRA grant into the library's budget. The library received \$28,576 in grant funds. That amount was more than the library budget could absorb, so that amount was moved into the budget. The library director will now begin replacing computers and other tech devices with that money.

Department Highlights

The success with the 50th Christmas anniversary event, the tractor supply donation to the friends, the wish tree donations, and the APRA grant success.

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

Official Service Area Populations

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

Membership

December	2017	2018	2019	2020	2021
New Members	44	62	41	38	56
Updated Members	320	219	211	528	293
Yearly Totals	2017	2018	2019	2020	2021
Total Members	11,893	7,073	8,376	9,496	7,539
% of population with membership	86	51	59	66	52

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: 39,572

Estimated Value of Total Materials: \$989,300

Last Month: \$981,025

Total Materials Available Per Capita: 2.74

Last Month: 2.71

State Minimum Standard: 2.00

Materials Added in December

2017	2018	2019	2020	2021
154	119	247	120	296

Yearly Material Added

2017	2018	2019	2020	2021
3,602	3,123	3,004	3,025	3,035

Physical Items Checked Out in December

2017	2018	2019	2020	2021
3,512	3,512	4,464	4,133	4,418

Cumulative Physical Items Check Out

2017	2018	2019	2020	2021
63,421	62,536	65,522	50,042	59,983

Miscellaneous item checkouts

December	2017	2018	2019	2020	2021
Technology Devices	59	47	26	52	43
Study Rooms	69	82	81	16	44
Games and Puzzles	120	83	103	0	122
Seeds	1	0	1	4	37
STEAM Packs	*	15	25	0	17
Cake Pans	*	*	2	8	0

Yearly Totals

2017	2018	2019	2020	2021
585	644	137	381	725
828	1,082	253	305	395
528	743	222	955	1,263
1,197	586	112	302	878
*	148	61	25	160
*	6	1	28	21

Library Services Usage

December	2017	2018	2019	2020	2021
Lego Table	120	83	103	0	0
Test Proctoring	4	3	8	0	2
Charging Station	10	6	27	6	7
Notary Services	*	*	2	8	11
Library Visits	*	3,911	4,252	2,395	3,373
Website Usage	*	836	1,358	1,920	1,870
Reference Questions	7	2	6	10	12

Yearly Totals

2017	2018	2019	2020	2021
2,643	1,891	553	459	0
56	152	27	74	108
86	90	19	47	45
*	*	16	88	144
*	52,565	55,728	30,007	38,913
*	2,517	16,935	17,977	27,907
115	59	77	60	73

Library Volunteers

December	2018	2019	2020	2021
Library Volunteers	17	19	7	10
Volunteer Hours	98	146	99.5	91

Yearly Totals

18-19	19-20	20-21	21-22
82	36	20	17
809	1,286	1,204	800

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

Computer Users

December	2017	2018	2019	2020	2021
Wireless	705	511	423	441	304
Adult Users	225	328	270	232	146
Kids Users	88	118	114	0	107

Yearly Computer Users

2017	2018	2019	2020	2021
8,725	9,535	2,017	3,829	3,878
4,413	4,642	1,103	2,138	2,235
2,209	2,088	556	427	963

White House Public Library

December 2021

Performance Measures

Universal Class Counts

December	
Sign ups	0
Courses started	3
Lessons viewed	290
Class Submissions	166

Yearly Totals

2017	2018	2019	2020	2021
27	24	9	10	13
39	52	16	53	39
273	661	194	1,771	1,008
258	445	105	800	515

Programs

1,000 books	2018	2019	2020	2021
Monthly Sign-ups	7	2	2	1
total Sign-ups	29	60	81	95

Achievements	2018	2019	2020	2021
100 Mark	2	0	0	22
500 Mark	2	2	0	2
Completion	0	1	2	4

Face-to-face Kids Programs

December	2017	2018	2019	2020	2021
Programs	8	12	9	0	7
Attendees	121	177	445	17	144
Yearly	2017	2018	2019	2020	2021
Programs	181	146	154	43	91
Attendees	4,268	4,260	4,201	1,185	2,167

Virtual Kids Programs

December	2020	2021
Videos	2	0
Views	35	0
Yearly	2020	2021
Videos	24	19
Views	4,182	230

Grab & Go Kits

December	2020	2021
Kits	6	2
Taken	245	86
Yearly	2020	2021
Kits	38	44
Taken	1094	1699

We offered grab and go kits this month as part of our Yeti, Set, Read winter program. Kids not only read to win prizes, but can also pick up grab and go kits to complete while off for the holidays or while traveling.

Face-to-face Teen Programs

December	2017	2018	2019	2020	2021
Programs	2	2	3	0	0
Attendees	16	2	115	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

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

Combined Face-to-Face

December	2020	2021
Programs	0	5
Attendees	0	25
Yearly	2020	2021
Programs	11	43
Attendees	77	370

Virtual Teen & Tweens

December	2020	2021
Videos	2	0
Views	40	0
Yearly	2020	2021
Videos	12	6
Views	1,591	95

Grab & Go

December	2020	2021
Kits	3	2
Taken	45	70
Yearly	2020	2021
Kits	13	24
Taken	152	409

We put out more grab and go kits this month for part of our Yeti, Set, Read winter program. Teens/tweens were able to take these kits with them as they traveled or were off for the holiday season.

Face-to-face Adult Programs

December	2017	2018	2019	2020	2021
Programs	9	9	11	1	7
Attendees	41	284	532	17	35
Yearly	2017	2018	2019	2020	2021
Programs	145	175	157	42	63
Attendees	689	1,009	1,343	214	351

Virtual

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

Device Advice

Sessions	2019	2020	2021
December	*	*	5
Yearly	125	51	81
Grab & Go			
December	*	*	0
Yearly	*	*	0

Interlibrary Loan Services

December	2017	2018	2019	2020	2021
Borrowed	27	47	66	28	50
Loaned	23	35	15	10	11

Yearly Interlibrary Loan Services

2017	2018	2019	2020	2021
562	690	690	534	673
305	410	410	151	226

December	R.E.A.D.S
Adults	1713
Juvenile	104

Yearly Totals	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Adults	15,773	21,138	23,138	19,466	10,689
Juvenile	725	1,430	1,189	1,032	1,099

The READS statistics come from the state.

CITY COURT REPORT

December 2021

CITATIONS

TOTAL MONIES COLLECTED FOR THE MONTH	\$6,644.50	
TOTAL MONIES COLLECTED YTD		\$49,151.46

STATE FINES

TOTAL MONIES COLLECTED FOR MONTH	\$1,331.90	
TOTAL MONIES COLLECTED YTD		\$11,182.05

<u>TOTAL REVENUE FOR MONTH</u>	<u>\$7,976.40</u>	
<u>TOTAL REVENUE YTD</u>		<u>\$60,333.51</u>

DISBURSEMENTS

LITIGATION TAX	\$486.12	
DOS/DOH FINES & FEES	\$166.25	
DOS TITLE & REGISTRATION	\$228.00	
RESTITUTION/REFUNDS	\$0.00	
ON-LINE CC FEES	\$0.00	
CREDIT CARD FEES	\$0.00	
WORTHLESS CHECKS	\$0.00	
TOTAL DISBURSEMENTS FOR MONTH	\$880.37	
TOTAL DISBURSEMENTS YTD		\$8,234.20

<u>ADJUSTED REVENUE FOR MONTH</u>	<u>\$7,096.03</u>	
<u>TOTAL ADJUSTED REVENUE YTD</u>		<u>\$52,099.31</u>

DRUG FUND

<u>DRUG FUND DONATIONS FOR MONTH</u>	<u>\$430.35</u>	
<u>DRUG FUND DONATIONS YTD</u>		<u>\$3,422.85</u>

Offenses Convicted & Paid For Month	Count	Paid
Following Too Close		
Financial Responsibility Law	18	\$360.00
Registration Law	16	\$955.00
Improper Equipment		
Texting/Hands Free Law	2	\$117.00
No Passing/One Way	2	\$195.00
DL Exhibited	1	\$0.00
Red Light	3	\$262.50
General-Miscellaneous	2	\$160.00
Stop Sign	2	\$197.50
Speeding	38	\$3,482.50
Seat Belt-Child Restraint	1	\$50.00
Failure To Yield	1	\$0.00
Exercise Due Care	6	\$442.50
Improper Passing		
Total	92	\$6,222.00

RESOLUTIONS....

RESOLUTION 22-01

A RESOLUTION AUTHORIZING THE CITY OF WHITE HOUSE, TENNESSEE, TO PARTICIPATE IN PUBLIC ENTITY PARTNERS "SAFETY PARTNERS" LOSS CONTROL MATCHING SAFETY GRANT PROGRAM

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

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

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

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

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

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

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

Resolved this 20th day of January in the year of 2022.

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCES....

ORDINANCE 21-30

**AN ORDINANCE TO AMEND THE ZONING MAP FROM R-10, RESIDENTIAL
HIGH DENSITY DISTRICT TO C-6 TOWN CENTER COMMERCIAL
DISTRICT ON PORTLAND 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 November 8, 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 C-6, Town Center Commercial district, included in "EXHIBIT A" and described as follows:
REFERENCED SUMNER COUNTY TAX MAP 077G, GROUP A, PARCEL 006.00 AND IS LOCATED AT 202 PORTLAND 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: December 16, 2021

Second Reading: January 20, 2021

Michael Arnold, Mayor

ATTEST:

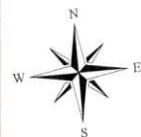
Derek Watson, City Recorder

ORDINANCE 21-30
"EXHIBIT A"



DEED REFERENCE:
MAP TPL, PARCEL 6.00 3635.7
00 2382, PG 138 ACRES

PROPERTY INFORMATION:
27946, 8-10 DOWNS, C-1-R, PUD-052
60X, 79300 SF, ± 1.8 ACRES



SITE LAYOUT

202 PORTLAND ROAD
WHITE HOUSE, TN
SUMNER COUNTY

NOT FOR
CONSTRUCTION

[illegible]

SERVING CLIENTS WITH CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES
3558 TOM AUSTIN HWY, SUITE 1, SPRINGFIELD, TN 37172
PHONE: (615) 392-2000 FAX: (606) 373-4495
www.Moberg.com

PURCHASING....

OFFER AND AGREEMENT FOR EASEMENT

KEY TERMS AND DEFINITIONS:

For the purposes of this OFFER AND AGREEMENT FOR EASEMENT (this "*Agreement*"), the following terms shall have the meanings set forth below:

A. "*Grantee*" shall mean the CITY OF WHITE HOUSE, TENNESSEE, a Tennessee municipal non-profit corporation. Grantee's notice addresses and contact information shall be as follows:

Street & Mailing Address: Attn: Gerald Herman
City of White House, Tennessee
105 College St.
White House, TN 37188

With a copy to: Attn: Valerie M. Webb
Webb Sanders PLLC
3037A Highway 31W
P.O. Box 887
White House, TN 37188

Email Address: gherman@whitehousetn.gov

With a copy to: vwebb@webbsanderslaw.com

B. "*Grantor*" shall mean BRIAN W. HARPER and LINDSEY HARPER. Grantor's notice addresses shall be as follows:

Street & Mailing Address: Brian W. Harper & Lindsey Harper
7000 Glidewell Rd.
Cross Plains, TN 37049

Email Address: harpertrucking7000@gmail.com

C. The "*Grantor Property*" shall mean that certain real property located in Robertson County, Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by reference.

D. The "*Easement Area*" shall mean that area which is a part of the Grantor Property, more particularly described on Exhibit B attached hereto and incorporated herein by reference.

E. The "*Purchase Price*" shall be One Hundred Twelve Thousand One Hundred Fifty-Five and 28/100 Dollars (\$112,155.28).

F. The "*Effective Date*" shall mean the date upon which a fully-executed copy or counterpart of this Agreement is returned to Grantee.

G. The “*Closing Date*” shall mean the date that is the later of (i) ten (10) business days following the Effective Date; or (ii) the date which is ten (10) business days following the final approval of this Agreement and the Easement (as defined herein) by the Board of Mayor and Aldermen for the City of White House, Tennessee.

H. “*Closing Agent*” shall mean Webb Sanders PLLC, a Tennessee limited liability company. Closing Agent’s address and contact information shall be as follows:

Street & Mailing Address:	Webb Sanders PLLC 3037A Highway 31W P.O. Box 887 White House, TN 37188
Email Address:	vwebb@webbsanderslaw.com
Phone Number:	(615) 581-0804

THIS OFFER AND AGREEMENT FOR EASEMENT is made and entered into as of the Effective Date by and between Grantor and Grantee.

WHEREAS, Grantor is the owner of the Grantor Property and Grantor desires to grant to Grantee an exclusive, perpetual easement over the Easement Area so that Grantee may construct, install, and maintain certain utilities and related improvements in, over, under, and/or across the Easement Area, pursuant to the terms hereof (the “*Easement*”).

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Purchase Price, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Grant. Subject to the terms and conditions of this Agreement, Grantor agrees to sell and grant the Easement to Grantee, and Grantee agrees to purchase and receive the Easement from Grantor. In furtherance of the foregoing, Grantor and Grantee shall enter into, execute, and record a written instrument in substantially the same form as the instrument attached hereto as Exhibit C and incorporated herein by reference (the “*Easement Agreement*”).

2. Purchase Price. The Purchase Price for the Easement shall be paid to Grantor by Grantee in cash or other immediately available funds at the Closing (as such term is defined herein).

3. Closing. The Easement Agreement shall be delivered upon the receipt of the Purchase Price at the offices of Closing Agent (either in person or as a mail-away closing), on or before 5:00

p.m. C.S.T. on the Closing Date, or at such other place and time as the parties may mutually agree upon in a writing executed by both parties. Such event shall be referred to herein as the “Closing.”

4. **Costs and Expenses; Preparation of Documents.** Unless otherwise specified herein, Grantee shall be responsible for and pay all costs and expenses of the Closing, including but not limited to the drafting of this Agreement, the drafting of the Easement Agreement, the escrow and closing services provided by Closing Agent, and the recording of the Easement Agreement. Each party hereto shall pay its own attorney’s fees and similar fees or expenses, if applicable, in connection with the transaction contemplated by this Agreement.

Closing Agent shall prepare and/or approve all closing documents for the transaction contemplated by this Agreement, which shall be subject to the reasonable approval of Grantor’s attorney(es) and Grantee’s attorney(es), if applicable, which approval shall not be unreasonably delayed, conditioned, or withheld.

5. **Default; Remedies.**

a. **Grantor Default.** In the event that Grantor is unable or fails to convey the Easement in accordance with the terms of this Agreement, Grantee shall be entitled to pursue any remedies available at law or equity.

b. **Grantee Default.** In the event that Grantee defaults in the performance of this Agreement at the time and in the manner specified, then Grantor shall be entitled to pursue any remedies available at law or equity.

6. **Offer and Acceptance.** This Agreement, as executed by the party first executing it, shall constitute an offer to the other party. The offeree shall accept the same, if at all, by delivering a fully executed original of this Agreement to the offeror on or before the date that is five (5) business days after the date of execution by the first party, as evidenced by the date below such party’s signature to this Agreement. The offer, if not timely accepted as aforesaid, shall expire and be of no further force and effect at the time and date set forth in this Section.

7. **BMA Approval Contingency.** Grantee’s obligation to close the transaction contemplated by this Agreement and all of Grantee’s obligations under this Agreement are expressly contingent upon approval of this Agreement and the Easement by the Board of Mayor and Aldermen for the City of White House, Tennessee, which approval shall be at the sole discretion of such Board. In the event that such approval cannot be obtained within one hundred eighty (180) days of the Effective Date, this Agreement shall terminate and the parties hereto shall have no further rights or obligations hereunder (except for such rights and obligations which expressly survive the termination hereof).

8. **Expansion Options.** Grantee shall use its best efforts to ensure that, during Grantee’s construction of utilities and related improvements on/in/or under the Easement Area, any utilities placed at the location indicated on Exhibit D, attached hereto and incorporated by reference (the “*Expansion Location*”), allow for future expansion or tie-ins to assist the further development of remaining Grantor Property, provided that the same is both practical and reasonable. Grantor

acknowledges and understands that the development of the Easement Area and the utilities and/or improvements to be constructed therein or thereon are subject to many and various engineering, financial, planning, and practical constraints, among other issues, and that Grantee cannot and does not guarantee, warrant, or represent that any particular type of construction, joints, or materials will be used at the Expansion Location or that future expansion or tie-ins will be possible or practical.

9. **Notices.** All written notices provided or to be provided pursuant to this Agreement shall be (i) hand delivered; (i) sent via overnight courier (such as UPS or FedEx); (iii) sent via certified mail, return receipt requested; or (iv) sent via email, each to the street address, mailing address, or email address, as the case may be, of the receiving party as set forth herein, or as such party may designate in a written notice to the other party from time to time. Any such notice shall be deemed delivered on (i) the date such notice is actually delivered to the recipient in the case of hand delivery or overnight courier delivery, (ii) three (3) days following the postmark date in the case of certified mail; or (iii) the date the email is actually sent in the case of email.

10. **Miscellaneous Provisions.**

a. This Agreement represents the entire and integrated Agreement between the parties hereto as to the transaction contemplated in this Agreement and supersedes any prior negotiations, representations, or agreements, either written or oral, regarding the same. This Agreement may be amended only by a written instrument executed by the party against whom enforcement of such amendment is sought.

b. This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns.

c. Time is of the essence of this Agreement.

d. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

e. The parties hereto acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, restrictions, and effects of all of the provisions of this Agreement, all of which are incorporated herein by reference and made a part hereof, and agree to the enforcement of any and all of these provisions with full knowledge of the same. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same. It is further agreed that words of any gender used in this Agreement shall be held to include any other gender, any words in the singular number shall be held to include the plural wherever applicable, and that captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit,

construe, or describe the scope or intent of such paragraph or in any way affect this Agreement.

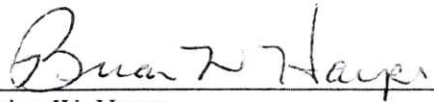
f. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, which together shall constitute one and the same instrument, and any executed counterparts of this Agreement delivered by facsimile or other electronic transmission to a party hereto shall constitute an original counterpart to this Agreement.

g. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Tennessee.

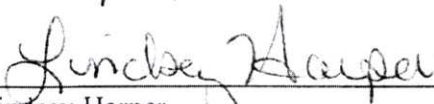
[Signature pages follow; the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Offer and Agreement for Easement has been duly executed by the parties hereto as of the dates forth below.

GRANTOR:



Brian W. Harper
Date: 1/5/22



Lindsey Harper
Date: 1/5/22

[Signature page follows; the remainder of this page intentionally left blank]

GRANTEE:

CITY OF WHITE HOUSE, TENNESSEE, a
Tennessee municipal non-profit corporation

By: Gerald O. Herman
Name: Gerald O. Herman
Title: City Administrator
Date: 11/6/2022

[Exhibits follow; the remainder of this page intentionally left blank]

EXHIBIT A
GRANTOR PROPERTY

Land in the 11th Civil District of Robertson County, Tennessee, and being the same property conveyed in Record Book 1050, Page 306; Record Book 1527, Page 271; and portions of Tracts 5 thru 10 on a Final Plat of 1-65 White House Associates in Plat Book 4, Page 26, Register's Office, Robertson County, Tennessee, being shown as Parcel 175, on Tax Map 106, and being further described as follows:

Beginning at an iron pin (old) in the easterly margin 25 feet from the center-line of Union Road, a corner to David Entertainment Holdings LLC (Record Book 1702, Page 956), and being the most northwest corner of this tract; thence, leaving said road, S 83°23'45" E a distance of 731.96 feet to an iron pin (old), a corner to said David Entertainment Holdings LLC; thence, N 01°07'28" E a distance of 400.10 feet to an iron pin (old), a common corner to said David Entertainment Holdings LLC, Square 1 Construction (Record Book 1810, Page 245), and SAI OM Hospitality Inc. (Record Book 1649, Page 336); thence, N 89°13'22" E a distance of 355.76 feet to an iron pin (new), a corner to said SAI OM Hospitality Inc., and in the line of The City of White House (Record Book 1720, Page 526); thence, S 01°51'17" W a distance of 512.80 feet to an iron pin (new), a corner to The City of White House (Record Book 1720, Page 526); thence, with The City of White House for a ways, and the line of Loves Travel Stops & Country Stores, Inc. (Record Book 1595, Page 990) S 85°42'47" E a distance of 815.48 feet to an iron pin (old), a corner to said Loves Travel Stops & Country Stores, Inc., and the right-of-way line of Interstate Highway 65; thence, with said Interstate Highway 65 for the next three calls as follows: thence, S 30°35'12" W a distance of 901.40 feet to a concrete highway monument; thence, S 30°30'33" W a distance of 649.83 feet to a concrete highway monument; thence, S 30°39'16" W a distance of 226.91 feet to an iron pin (old) in the right-of-way line of said Interstate Highway 65, and a corner to Ronald F. Tate et al (Record Book 1714, Page 423); thence, N 83°31'45" W a distance of 197.47 feet to an iron pin (old), a corner to said Tate; thence, with the line of said Tate for a ways, and then the line of Judy L. Baker (Record Book 1485, Page 966), Tenn-ssippi Properties, LLC (Record Book 1583, Page 266), and Tenn-ssippi Properties, LLC (Record Book 1661, Page 14 7), N 02°04'28" W a distance of 799.63 feet to a metal fence post, a corner to William J. Bradley (Record Book 1571, Page 245), and a corner to John W. Marlin (Record Book 1582, Page 336); thence, S 83°32'51" E a distance of 100.40 feet to a metal fence post, a corner to said Marlin; thence, N 05°19'15" E a distance of 401.25 feet to an iron pin (new), a corner to said Marlin; thence, N 83°54'06" W a distance of 1189.47 feet to an iron pin (old), a corner to said Marlin, and in the margin of said Union Road; thence, N 37°52'02" E a distance of 268.05 feet to a point in the margin of said road; thence, with a curve turning to the left with a delta angle of 20°46'05", with a radius of 739.43 feet, with an arc length of 268.02 feet, with a chord bearing of N 27°34'07" E, and a chord length of 266.56 feet to the point of beginning, containing 37.09 acres according to a survey by Ray G. Cole, Registered Land Surveyor No. 924, dated February 19, 2019.

Being the same property conveyed to Brian W. Harper and wife, Lindsey Harper, by Warranty Deed from Don E. Bean and wife, Mildred J. Bean, dated April 26, 2019 and recorded April 29, 2019 in Record Book 1870, Page 108, in the Register's Office for Robertson County, Tennessee.

EXHIBIT B
EASEMENT AREA

Situated in Robertson County, Tennessee, being a variable width permanent sewer easement and running across the lands of the Brian W. and Lindsey Harper Property (DB 1870 PG 108, R.O.R.C.T.N.)(Map 106 Parcel 175.00) and being more particularly described as follows:

BEGINNING in the westerly right-of-way line of Interstate 65, also being the easterly line of the Brian W. and Lindsey Harper property (DB 1870 PG 108, R.O.R.C.T.N.)(Map 106 Group B Parcel 175.00);

Thence, North 59 degrees 11 minutes 16 seconds West, 38.28 feet to a point;

Thence, North 33 degrees 48 minutes 45 seconds East, 447.85 feet to a point;

Thence, North 37 degrees 20 minutes 32 seconds West, 23.31 feet to a point;

Thence, North 84 degrees 47 minutes 13 seconds West, 688.82 feet to a point in the easterly line of a proposed right-of-way;

Thence, along said right-of-way, with a curve to the left, having an arc length of 20.00 feet, a radius of 330.00 feet, a chord bearing of North 05 degrees 00 minutes 12 seconds East, a chord length of 20.00 feet to an iron pin found in the southerly right-of way of Love's Lane, said iron pin being the southwest corner of the Love's Travel Stops and Country Stores Inc. property (DB 1595 PG 990, R.O.R.C.T.N.)(Map 106 Parcel 111.00);

Thence, along southerly line of said property, South 84 degrees 47 minutes 13 seconds East, 745.29 feet to an iron pin (found) in the westerly right-of-way of Interstate 65;

Thence, along said right-of-way, South 31 degrees 28 minutes 26 seconds West, 498.35 feet to the **POINT OF BEGINNING**, containing 24,434.70 square feet or 0.56 acres, more or less, according to an easement survey by Jeffrey A. Leopard, R.L.S. 2415 dated September 30, 2021.

EXHIBIT C
EASEMENT AGREEMENT

[Begins on the following page]

<p style="text-align: center;"><u>RECORDING INFORMATION</u></p>	<p>This transfer is exempt from recordation tax pursuant to Tenn. Code Ann. § 67-4-409(f).</p>
	<p style="text-align: center;"><u>INSTRUMENT PREPARED BY, AND RETURN TO:</u> Webb Sanders PLLC 3037A Highway 31W P.O. Box 887 White House, TN 37188</p>

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “*Easement*”) is made by and between BRIAN W. HARPER and LINDSEY HARPER (collectively, “*Grantor*”), and the CITY OF WHITE HOUSE, TENNESSEE, a Tennessee municipal non-profit corporation (“*Grantee*”).

WHEREAS, Grantor is the owner of certain real property located in Robertson County, Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “*Grantor Property*”); and

WHEREAS, at the request of Grantee, Grantor has agreed to grant to Grantee, and Grantee’s successors and assigns, an easement over the Grantor Property in the area described on Exhibit B attached hereto and incorporated herein by reference (the “*Easement Area*”), on the terms and conditions hereinafter set forth, so that Grantee may construct, install, and maintain certain utilities and related improvements in, over, under, and/or across the Easement Area.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, and Grantee’s successors and assigns, an exclusive, perpetual easement for construction, installation, and maintenance of certain utilities and related improvements, in, over, under, and/or across the Easement Area, upon the terms and conditions contained herein.
2. **Grantee’s Rights.** Grantee shall have the right to clear the Easement Area and the right, but not the obligation, to keep the Easement Area clear at all times, and to remove therefrom all brush, trees, and other obstructions, and to go upon the Easement Area whenever necessary for the purpose of clearing the same and removing therefrom all brush, trees, and other obstructions of any kind. Grantee shall further have the right, at all times, to come upon the Easement Area for the purpose of inspecting, installing, constructing, and maintaining the utilities and other related improvements located in, over, under, and/or across the Easement Area. Grantee shall hold

harmless and indemnify Grantor from any claims for personalty, injury, or property damage arising out of the use of the Easement Area by Grantee and/or Grantee's agents or invitees, except to the extent that such claims, if any, result from the negligence or intentional acts of Grantor, and/or Grantor's agents or invitees.

3. **Grantor's Rights.** Grantor shall at all times, other than while the utilities and related improvements are under construction or being actively maintained, have the right to use the Easement Area in the same manner as has been heretofore done, provided such use shall in no manner interfere with or be inconsistent with the use thereof by Grantee as provided herein.

4. **Restoration of the Easement Area.** Grantee shall reasonably restore the topography of the Easement Area after installation of the utilities and related improvements to approximately and substantially the same condition as existed before said installation.

5. **Beneficial Use.** This Easement shall (i) constitute a servitude upon the Easement Area located on the Grantor Property; (ii) benefit Grantee and Grantee's successors and assigns; (iii) run with the land in perpetuity; and (iv) bind Grantor, and Grantor's heirs, successors, and/or assigns, and any person claiming under Grantor.

6. **Miscellaneous.**

a. This Easement represents the entire and integrated agreement between the parties hereto as to the matters contained this Easement and supersedes any prior negotiations, representations, or agreements, either written or oral, regarding the same. This Easement may be amended only by a written instrument executed by the party against whom enforcement of such amendment is sought.

b. This Easement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns.

c. The invalidity or unenforceability of a particular provision of this Easement shall not affect the other provisions hereof, and this Easement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

d. The parties hereto acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, restrictions, and effects of all of the provisions of this Easement, all of which are incorporated herein by reference and made a part hereof, and agree to the enforcement of any and all of these provisions with full knowledge of the same. Should any provision of this Easement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party hereto by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same. It is further agreed that words of any gender used in this Easement shall be held to include any other gender, any words in the singular number shall be held to include the plural wherever applicable, and that captions and paragraph numbers appearing

in this Easement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraph or in any way affect this Easement.

e. This Easement may be executed in any number of counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument, and any executed counterparts of this Easement delivered by facsimile or other electronic transmission to a party hereto shall constitute an original counterpart to this Easement.

f. This Easement shall be governed, construed, and enforced in accordance with the laws of the State of Tennessee.

TO HAVE AND TO HOLD, this Easement is granted to Grantee and Grantee's successors and assigns forever. Grantor covenants that Grantor is vested with good title to the Grantor Property and the Easement Area and will warrant and defend the same on behalf of Grantee against all claims and demands. Grantor covenants to refrain from any activity that is inconsistent with the purpose of this Easement.

[Signature pages follow; the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed as of the _____ day of _____, 20_____.

GRANTOR:

Brian W. Harper

Lindsey Harper

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public for the aforesaid State and County, BRIAN W. HARPER and LINDSEY HARPER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such persons executed the within instrument for the purposes therein contained.

Witness my hand, at office, this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

[Signature page follows; the remainder of this page intentionally left blank]

GRANTEE:

CITY OF WHITE HOUSE, TENNESSEE, a
Tennessee municipal non-profit corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public for the aforesaid State and County, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person(s) executed the within instrument for the purposes therein contained, and who further acknowledged that such person(s) is/are the _____ of the City of White House, Tennessee, a Tennessee municipal non-profit corporation, and is/are authorized and empowered to execute this instrument on behalf of such entity.

Witness my hand, at office, this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

[Exhibits follow; the remainder of this page intentionally left blank]

EXHIBIT A (TO EASEMENT AGREEMENT)
GRANTOR PROPERTY

Land in the 11th Civil District of Robertson County, Tennessee, and being the same property conveyed in Record Book 1050, Page 306; Record Book 1527, Page 271; and portions of Tracts 5 thru 10 on a Final Plat of 1-65 White House Associates in Plat Book 4, Page 26, Register's Office, Robertson County, Tennessee, being shown as Parcel 175, on Tax Map 106, and being further described as follows:

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Thence, along southerly line of said property, South 84 degrees 47 minutes 13 seconds East, 745.29 feet to an iron pin (found) in the westerly right-of-way of Interstate 65;

Thence, along said right-of-way, South 31 degrees 28 minutes 26 seconds West, 498.35 feet to the **POINT OF BEGINNING**, containing 24,434.70 square feet or 0.56 acres, more or less, according to an easement survey by Jeffrey A. Leopard, R.L.S. 2415 dated September 30, 2021

The above-described Easement Area is depicted on the survey attached hereto as Exhibit B-1.

EXHIBIT B-1 (TO EASEMENT AGREEMENT)
EASEMENT SURVEY

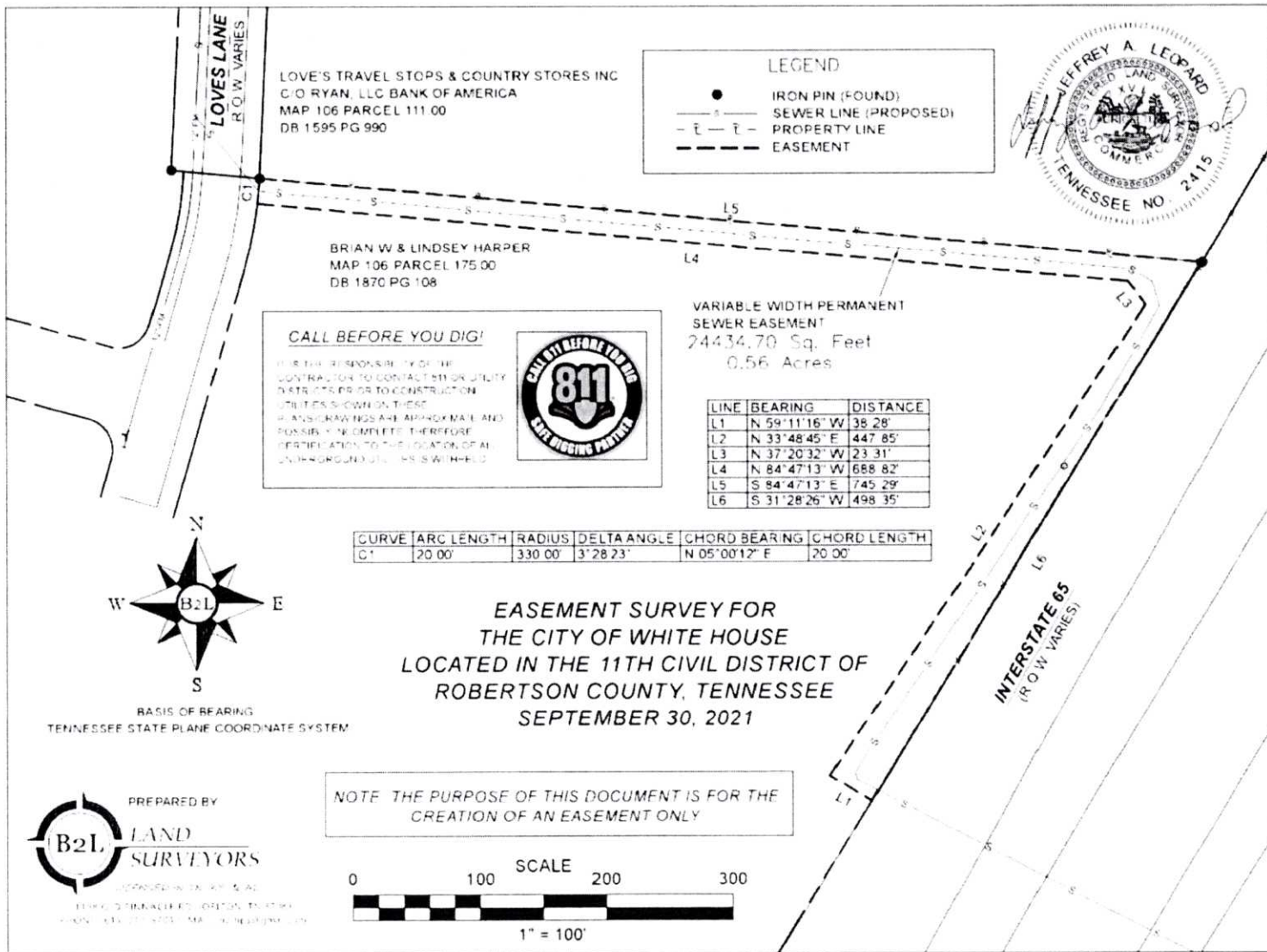
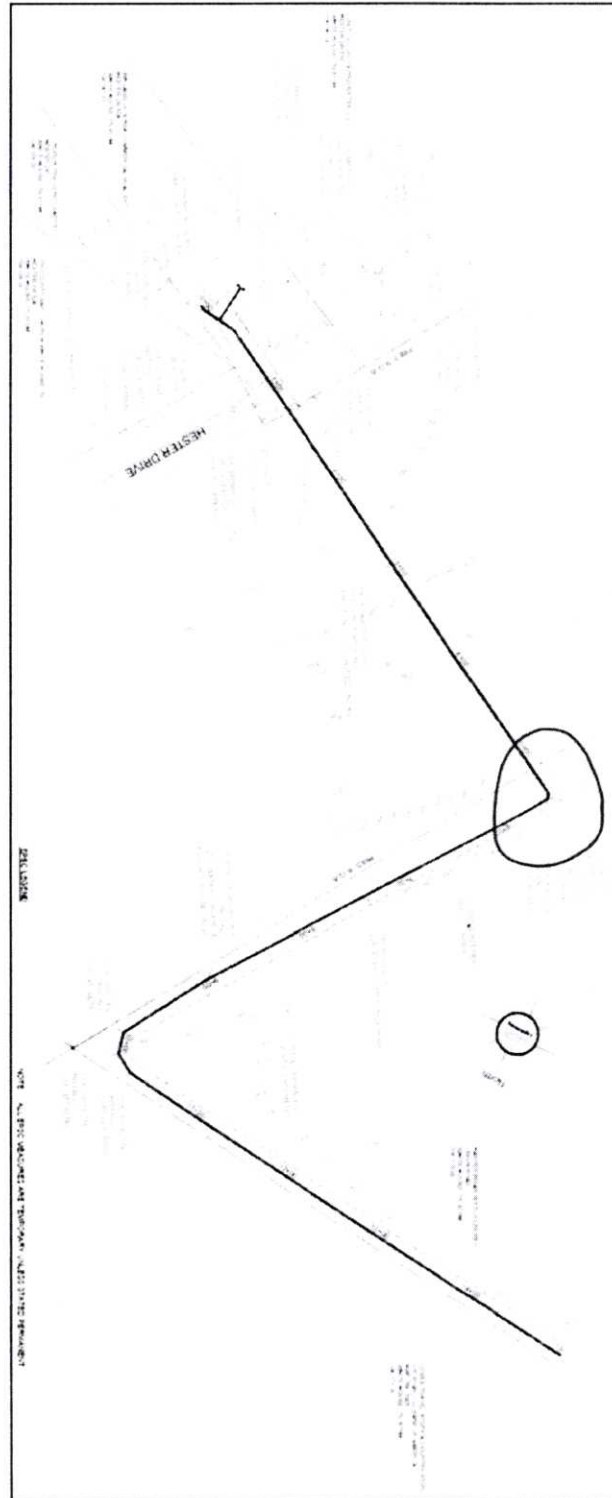


EXHIBIT D
Expansion Location





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

January 6, 2022

CSR Engineering Proposal No. 2021-11

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

RE: PROPOSAL FOR ENGINEERING SERVICES FOR A NEW DRIVEWAY CONNECTION AT WHITE HOUSE HERITAGE HIGH SCHOOL (WHHHS) – WHITE HOUSE, TN (ROBERTSON COUNTY)

Jerry,

CSR Engineering, Inc. is pleased to offer our professional services associated with a new driveway access and related accommodations from Pinson Road to WHHHS. We propose the scope of work and associated fees below. 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

This project includes the necessary demolition, grading, drainage, asphalt, curbing, sodding, lighting and related design for a new driveway access. As part of this project, utility coordination and construction services are offered. The project scope of work is further detailed as follows:

- Planimetric, Utility, & Topographic Survey for Design
 - Provide a survey of existing work limits, existing infrastructure, topography and utilities within the existing Robertson County Schools property
 - Locate existing property corners (no boundary survey offered or needed at this time – provided separately if needed)
- Prepare design plans for the new facilities in accordance with applicable local regulations and design requirements. Design will be submitted to the Administration and Planning Department for review and approval. Included on the plans will be:
 - Existing Layout
 - Demolition Plan
 - Proposed Layout
 - Proposed Grading and Drainage developed from drainage calculations

- Lighting Plan and Details
 - EPSC Plan
 - Landscape Plan (if desired)
 - Ancillary Driveway and related Site Details
- Provide full-size (24x36) and half-size (11x17) hard copies (and digital) of the plans – for submittal to the City for review/approval
- Coordinate design plans as necessary with Robertson County Schools
- Attend necessary City/Utility/County coordination meetings to represent the City

Final Bid Documents

- Develop final bid documents for City solicitation and award process
- Attend necessary Advertising, Bidding and Award coordination meetings to represent the City

Additional Scope of Work

- Provide construction administration and limited inspection services during project installation as city's representative

Services provided will be limited to the detailed scope of work written above. This proposal does not include any utility design nor any fees charged by state or local departments for plans review.

Any subsequent engineering services (such as sidewalk additions, retaining walls, stream or wetland determinations, geotechnical explorations, additional meeting requirements, or additional permit requirements) discovered by the City, CSR Engineering or others (during Design or Permit process or change in scope of work) will be included in later proposals.

The fee for these services will be a lump sum as shown below.

Engineering Cost Breakdown

I – Survey & Preliminary Layouts	\$ 2,800.00
II – Design & Construction Plans	\$15,500.00
III – Final Bid Documents & Bidding	\$ 3,800.00
IV – Construction Services	\$13,400.00
Total	\$35,500.00

The fee for these professional services as described by this proposal will be a lump sum fee of \$35,500.00. Bills will be submitted monthly based on the progress made according to the phased tasks described above.

We appreciate the opportunity to provide you with this proposal. Please let us know if you should have any questions or comments. If you wish for CSR to proceed according to this proposal, please provide the appropriate PO or authorized notification of approval.

Sincerely,

A handwritten signature in black ink, appearing to read "J L Reyn", with a long horizontal flourish extending to the right.

Jason Reynolds, PE
Project Manager

Accepted by:

Gerald Herman

Date

EXHIBIT "A"
CSR ENGINEERING, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer.** Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all

governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that

proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be

effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification.** In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment

compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$1,000,000/\$1,000,000; automotive liability with limits of at least \$500,000/\$500,000; and professional liability insurance with an annual limit of at least \$1,000,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may

exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs

become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one and one-half percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

OTHER BUSINESS...

DISCUSSION ITEMS...

OTHER INFORMATION....