

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Minutes
February 17, 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. Swear in Alternate Judge
7. Election of Vice Mayor
8. Approval of Minutes of the January 20th Board of Mayor and Aldermen meeting
9. Welcome Visitors
10. Public Hearings
 - a. None
11. Communication from Mayor, Aldermen, City Attorney, and City Administrator
12. 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	
13. Consideration of the Following Resolutions:
 - a. **Resolution 22-02:** A resolution adopting Section 125 Premium Only Plan for plan year ending March 31, 2023.
14. Consideration of the Following Ordinances:
 - a. **Ordinance 22-01:** An ordinance to amend the Municipal Code Title 12, Building, Utility, Etc Codes Chapters 1, 2, 4, 5, 7 and 9. *First Reading*
 - b. **Ordinance 22-02:** An ordinance to amend the Municipal Code Title 7, Chapter 2 Fire Code, Sections 7-201 and 7-205. *First Reading.*
15. Purchasing:
 - a. To approve or reject authorizing City Administrator Gerald Herman entering into an agreement with CSR Engineering in the amount of \$30,000 for the design of improvements to existing stormwater infrastructure. The Public Services Director recommends approval.

- b. To approve or reject authorizing City Administrator Gerald Herman entering into a contract extension with Alternative Energy Products, LLC for an additional two (2) years for brush grinding services. The Public Services Director recommends approval.
- c. To approve or reject the purchase of two (2) GRIDSMART camera systems from Gridsmart Technologies in the amount of \$39,677.00. The Public Services Director recommends approval.
- d. To approve or reject Stubbs Construction's bid of \$85,750, and authorize City Administrator Gerald Herman to enter into an agreement for fence installation at the Wastewater Treatment Plant facility. The Public Services Director recommends approval.
- e. To approve or reject the purchase of Energov software extensions from Tyler Technologies in the amount of \$43,050. The Planning and Codes Director recommends approval.
- f. To approve or reject change orders for the Sage Road and McCurdy Turn Lane project from Charles Deweese Construction in the amount of \$144,695. The City Administrator recommends approval.

16. Other Business:

- a. To approve or reject various board appointments.
- b. To approve or reject Willis Towers Watson's recommendations for Cigna Healthcare for medical, vision, LIFE/AD&D and long-term disability insurance coverage, Abacus for short-term disability insurance coverage, and Delta Dental for dental insurance coverage for plan year ending March 31, 2023. The Human Resources Director recommends approval.
- c. To approve or reject an internal ethics investigation concerning Former Mayor Michael Arnold submitted by Sam Matthews.

17. Discussion Items:

- a. Open Alderman Position

18. Other Information:

- a. None

19. Adjournment:

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Minutes
January 20, 2022
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 Brad Wilkinson.

3. Pledge by Aldermen

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

4. Roll Call

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

5. Adoption of the Agenda

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

6. Approval of Minutes of the December 16th Study Session and Board of Mayor and Aldermen meeting

Motion was made by Ald. Hutson, second by Ald. Decker to approve the minutes. A voice vote was called for with all member voting aye. **The December 16th Study Session and Board of Mayor and Aldermen meeting minutes were approved.**

7. Welcome Visitors

Mayor Arnold welcomed all visitors.

8. Proclamation by Vice-Mayor

Mayor Arnold presented a proclamation to the Eden family to officially name the community room in the Billy S. Hobbs Community Center located at 105-D College Street as the Donald Eden Community Room.

Vice-Mayor Bibb presented a proclamation to Mayor Arnold to officially name the Municipal Park located at 420 Hwy 76 as the Michael L. Arnold Municipal Park.

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.*

No one spoke for or against.

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

Alderman Corbitt congratulated Mayor Arnold for his leadership as Mayor. Ald. Corbitt continued that he learned a lot since being on the Board since 2016, and sends well wishes to Mayor Arnold in retirement.

Alderman Hutson stated that a lot got done under Mayor Arnold's leadership, but still have a lot more to do. Ald. Hutson continued that many projects could not have been done without Mayor Arnold's vision. Ald. Hutson wished Mayor Arnold a good retirement.

Alderman Bibb mentioned how much he appreciated Mayor Arnold and everything he has done for the City of White House. Ald. Bibb stated that the City has changed throughout the years for the better, and that the City currently has the best staff and City Administrator. Ald. Bibb continued that these changes were from good leadership from Mayor Arnold, and that he will do his best to keep the City moving forward.

Alderman Decker noted that there is a season for everything and that everything has a purpose. Ald. Decker discussed the history of Mayor Arnold's tenure as Alderman and Mayor. Ald. Decker continued that Mayor Arnold's life experiences helped solidify his leadership as Mayor. Ald. Decker wished Mayor Arnold a happy retirement.

City Administrator Gerald Herman stated that the soccer complex construction is almost finished. Mr. Herman noted that only some fencing and final grading are not complete.

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

City Administrator Gerald Herman announced that the completion is nearing of the new community center. Mr. Herman continued that the contractor would like to get substantial completion by the end of January. Mr. Herman stated that his projection would be late February to middle of March before occupation of the building and a ribbon cutting. Mr. Herman noted that staff worked with the contractor to leave a two foot square opening in the middle of the outdoor patio to insert the time capsule. Mr. Herman continued that a granite top was made for its covering and plan on internment at the ribbon cutting.

City Administrator Gerald Herman encouraged the public to read the department reports online at the City's website. Mr. Herman mentioned that there is much information 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 discussed how everyone was saddened to hear about and see the devastation of property and loss of life from the heavy storm this past week in the 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 for assistance. Mr. Herman mentioned that the Public Services Department responded with equipment and personnel to assist in the removal of debris. Mr. Herman mentioned that Mayor Clary personally thanked him for the City's assistance. Mr. Herman stated that he was glad that the City was not in the tornado paths and were able to assist 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 22-01:** A resolution authorizing the participation in Public Entity Partners "Safety Partners" Loss Control Matching Grant Program.

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Resolution 22-01 was approved.**

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.*

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 - aye; Ald. Decker – aye; Ald. Hutson - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 21-30 was approved on 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.

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

- b. To approve or reject 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.

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

15. Other Business:

- a. None

16. Discussion Items:

- a. None

17. Other Information:

- a. None

18. Adjournment:

Meeting was adjourned at 7:51 pm.

ATTEST:

Farris H. Bibb, Jr., Mayor

Derek Watson, City Recorder

REPORTS....

Administrative & Legislative Services Department
January 2022

Administration

City Administrator Gerald Herman attended the following meetings this month:

- January 6:
 - Progress Meeting: Community Event Center
- January 10:
 - Planning Commission
- January 11:
 - Sumner County COVID-19 Conference Call
 - Industrial Development Board
- January 12:
 - US Treasury SLFRF Final Rule Debriefing
- January 13:
 - Walkthrough Meeting: Community Event Center
 - Library Board Meeting
- January 18:
 - Southern Force Main Discussion
- January 19:
 - RTA Board Meeting
 - GNRC Transportation Policy Board
 - GNRC Executive Board
- January 24:
 - Farris H. Bibb, Jr. Swear In as Mayor
 - Leisure Services Board
- January 25:
 - White House Area Chamber of Commerce Power Hour
 - Bid Opening: Brush Grinding
- January 26:
 - Sumner County TIP Workshop
 - Forward Sumner Annual Meeting
- January 27:
 - Department Head Budget Retreat
- January 31:
 - Walkthrough and Progress Meeting: Community Event Center

**Administrative & Legislative Services Department
January 2022**

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	\$ 13,503,696	↑5.42
Industrial Development	\$77,000	\$ 23,694	↓27.57
State Street Aid	\$550,000	\$ 99,202	↓40.31
Parks Sales Tax	\$2,105,361	\$ 1,032,666	↓9.30
Solid Waste	\$1,175,418	\$ 806,664	↑10.27
Parks Impact Fees	\$16,000	\$ 6,698	↓16.48
Police Impact Fees	\$42,500	\$ 40,494	↓36.93
Fire Impact Fees	\$125,000	\$ 22,069	↓40.69
Road Impact Fees	\$235,000	\$ -	↓58.35
Police Drug Fund	\$4,500	\$ -	↓58.35
Debt Services	\$1,293,500	\$ 98,001	↓50.77
Wastewater	\$16,874,057	\$ 10,659,113	↑4.81
Dental Care	\$70,000	\$ 39,396	↓20.68
Stormwater Fund	\$1,491,663	\$ 727,787	↓9.55
Cemetery Fund	\$78,890	\$ 26,165	↓25.18

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

Purchasing

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

Total Purchase Orders

	FY 2022	FY 2021	FY 2020	FY 2019	FY 2018
July	325	261	269	346	362
August	132	128	106	151	166
September	98	106	98	126	119
October	98	79	97	91	147
November	103	72	78	120	125
December	73	71	58	72	104
January	117	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	946	1355	1199	1,595	1,813

Purchase Orders by Dollars	Jan 2022	FY 2022	FY 2021	FY 2020	Total for FY22	Total for FY21	Total for FY20
Purchase Orders \$0-\$9,999	113	898	1281	1132	\$1,043,073.59	\$1,482,989.65	\$1,275,419.16
Purchase Orders \$10,000-\$24,999	3	16	29	34	\$274,132.28	\$417,161.17	\$551,938.89
Purchase Orders over \$25,000	1	31	45	33	\$11,015,035.17	\$11,050,535.17	\$4,035,346.92
Total	117	945	1355	1199	\$12,188,884.38	\$12,367,741.04	\$5,862,704.97

**Administrative & Legislative Services Department
January 2022**

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	56	108	67	68	26,942	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	378	884	901	801	179,553	197,629	5,263,907	9,053,159

“City of White House, TN” Mobile App

	FY22 New Downloads	FY21 New Downloads	FY20 New Downloads
July	8	45	19
August	9	44	21
September	13	19	21
October	6	40	12
November	6	29	13
December	10	10	15
January	18	11	23
February		20	70
March		11	69
April		7	41
May		11	29
June		11	36
Total	70	258	369

	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	41	18	24
February		72	41
March		36	34
April		26	35
May		48	26
June		58	28
FY Total	304	383	356

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

**Administrative & Legislative Services Department
January 2022**

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	0	0
May	0	0
June	0	0
July	0	0
August	0	0
September	0	0
October	0	0
November	0	0
December	0	0
Total	0	\$0

Building Maintenance Projects

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

Special Maintenance Projects

- Took down and stored Christmas decorations
- Deiced City Hall and Library Complex during winter weather events

	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	6	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	95	200	98	162	266	201

**Finance Department
January 2022**

Finance Section

During January the Finance Office 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 January 31st, approximately \$3.48 million (69.6%) of the 2021 property taxes were collected. Members of the Finance Office participated in the following events during the month:

January 10: SLFRF Final Rule Virtual Briefing

January 11: Industrial Development Board meeting

January 13: Community Event Center walkthrough

January 18: Customer Service Representative interviews

January 19: TDEC American Rescue Plan Water Infrastructure Investment Program webinar

January 24: Farris H. Bibb Jr. Mayoral Swearing in Ceremony

January 27: Department Head Budget Retreat

January 31: Community Event Center walkthrough

Performance Measures

Utility Billing

	January 2022	FY 2022 Total	FY 2021 Total	FY 2020 Total	FY 2019 Total	FY 2018 Total
New Builds (#)	14	136	357	171	62	102
Move Ins (#)	73	567	737	649	534	553
Move Outs (#)	73	530	743	602	534	576
New customer signup via email (#)	39	238	300	127	104	163
New customer signup via email (%)	45%	34%	27%	15%	17%	25%

Business License Activity

	January 2022	FY 2022 Total	FY 2021 Total	FY 2020 Total	FY 2019 Total	FY 2018 Total
Opened	4	48	76	69	75	72
Closed (notified by business)	1	5	6	10	9	18
Closed (uncollectable)	0	0	0	0	0	199

Accounts Payable

	January 2022	FY 2022 Total	FY 2021 Total	FY 2020 Total	FY 2019 Total	FY 2018 Total
Total # of Invoices Processed	342	2441	4079	4003	3940	4437

**Finance Department
January 2022**

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	4,210,205	40%
Cemetery Fund	45,261	13,578	274,701	607%
Debt Services	1,217,528	365,258	1,251,039	103%
Dental Care Fund	39,361	11,808	213,550	543%
Roads Impact Fees	105,396	31,619	418,806	397%
Parks Impact Fees	109,476	32,843	324,340	296%
Police Impact Fees	77,976	23,393	318,179	408%
Fire Impact Fees	26,904	8,071	197,634	735%
Industrial Development	76,063	22,819	93,348	123%
Parks Sales Tax	988,260	296,478	881,065	89%
Police Drug Fund	5,048	1,514	34,667	687%
Solid Waste	1,065,400	319,620	523,742	49%
State Street Aid	418,172	125,452	365,025	87%
Stormwater Fund	964,600	289,380	1,313,447	136%
Wastewater	5,579,100	1,673,730	5,451,126	98%

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	6,849,443	↑ 7.47%
Cemetery Fund	45,261	40,210	↑ 30.51%
Debt Services	1,217,528	802,424	↑ 7.57%
Dental Care	39,361	21,697	↓ 3.21%
Roads Impact Fees	105,396	70,774	↑ 8.82%
Parks Impact Fees	109,476	57,894	↓ 5.45%
Police Impact Fees	77,976	56,398	↑ 13.99%
Fire Impact Fees	26,904	37,212	↑ 79.98%
Industrial Development	76,063	60,767	↑ 21.56%
Parks Sales Tax	988,260	526,074	↓ 5.10%
Police Drug Fund	5,048	3,674	↑ 14.45%
Solid Waste	1,065,400	636,735	↑ 1.43%
State Street Aid	418,172	269,166	↑ 6.03%
Stormwater Fund	964,600	587,467	↑ 2.57%
Wastewater	5,579,100	3,064,370	↓ 3.41%

*Realized amounts reflect revenues realized from July 1, 2021—January 31, 2022

**Human Resources Department
January 2022**

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

January 10: New Hire Orientation for Public Services Administrative Assistant
 January 18: Customer Service Representative Interviews
 January 20: Board of Mayor and Aldermen Meeting
 January 26: Library Clerk Interviews
 January 27: Department Head Budget Retreat

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	0	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
January 2022**

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	4	2	2	1
February		0	1	0
March		0	1	0
April		2	0	0
May		0	2	5
June		3	2	1
Total	9	12	18	11
Percentage	8.74%	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)	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	1	3	4	7

**Police Department
January 2022**

Meetings/Civic Organizations

- **Chief Brady attended the following meetings in January:** White House Rotary Club Meeting (Jan. 6, 13, 20 & 27), Department Head Staff Meeting (Jan. 10 & 24), Planning Commission Meeting (Jan. 10), Robertson County Chief's Meeting (Jan. 11), Municipal Management Class (Jan. 12), Command Staff Meeting (Jan. 20), Board of Mayor and Alderman Meeting (Jan. 20), Mayor Farris Bibb Swearing In (Jan. 24), eCitations Kick Off (Jan. 25) and Department Head Budget Retreat (Jan. 27).

➤ **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 is working on 2021 and 2022 proofs. Susan should find out this month when the 2022 Spring Leact Conference will be.

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	105	0	105
Total	0	105	0	105

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	January 2022	FY 2021-22
Three (3) Officers per Shift	46	312
Four (4) Officers per Shift	16	120

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 February or March.
3. ***Maintain or reduce TBI Group A offenses at the three-year average of 70 per 1, 000 population during the calendar year of 2022.***

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	January 2022	Per 1,000 Pop.	Total 2022	Per 1,000 Pop.
<i>Serious Crime Reported</i>				
Crimes Against Persons				
Crimes Against Property				
Crimes Against Society				
<i>Total</i>				
Arrests				

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

Police Department

January 2022

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 2022.*
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.

	January 2022	TOTAL 2022
Traffic Crashes Reported	54	54
Enforce Traffic Laws:		
Written Citations		
Written Warnings		
Verbal Warnings	310	310

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>2022</u>	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
January	54	2 YTD 2	4%	4% YTD 54

Traffic School: There was no Traffic School in January.

Staffing:

- Ofc. Perry Gerome is currently in FTO. He has to complete one week at the Academy due to missing a week because of illness.
- Ofc. Terry Brown (TJ) is currently in FTO.
- Ofc. Larry Meadors last day was January 1st.
- We currently have 5 positions open and are accepting applications.

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

Sumner County Emergency Response Team:

- Emergency Response Team training was January 21st.

Support Services Performance Measurements

1. *Maintain or exceed a Group A crime clearance rate at the three-year average of 83% during calendar year 2022.*

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.

2022 CLEARANCE RATE		
Month	Group A Offenses	Year to Date
January		

**Police Department
January 2022**

Communications Section

	January	Total 2022
Calls for Service	960	960
Alarm Calls	38	38

Request for Reports

	January	FY 2021-22
Requests for Reports	16	90
Amount taken in	\$14.10	\$62.10
Tow Bills	\$0.00	\$0.00
Emailed at no charge	18	123
Storage Fees	\$0.00	\$0.00

Tennessee Highway Safety Office (THSO):

- THSO – Sgt. Brisson attended a meeting at Metro Police Department Midtown on January 18, 2022, in reference to a traffic enforcement task force.

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. did start on January 31st at White House Middle School. Sgt. Enck is instructing 7 classes.
2. ***Plan and coordinate Public Safety Awareness Day as an annual event.*** Discover White House Expo & Safety Day date will be announced at a later date.
3. ***Plan, recruit, and coordinate a Citizen's Police Academy as an annual event.*** We are currently taking applications for 2022 Citizen's Police Academy.
4. ***Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.***
Nothing to report.

Special Events: ***WHPD Officers participated in the following events during the month of January:***

- Sgt. Enck, Sgt. Brisson and Cpl. Waller worked on January 29th to help cover Robertson County for the Robertson County Sheriff's Office, so their Officers could attend the funeral of fallen Deputy Savanna Puckett.

Upcoming Events:

- S.P.E.A.R.E (2/6)
- Coffee with a Cop (2/24)
- Speedway Pack the Cruiser (2/26)
- Cool off with a Cop (June & July)
- Americana (July 9th)

2022 Participation in Joint Community Events		
	<u>January</u>	<u>Year to Date</u>
Community Activities	1	1

**Fire Department
January 2022**



Summary of Month's Activities

Fire Operations

The Department responded to 146 requests for service during the month with 110 responses being medical emergencies. The Department also responded to 11 vehicle accidents; 4 accidents reported patients being treated for injuries, and 7 accidents reported with no injuries. Of the 146 responses in the month of January there were 16 calls that overlapped another call for service that is 10.96% 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 January from dispatch to on scene time averaged was, five minutes and fifty-seven (5:57). The average time a fire unit spent on the scene of an emergency call was thirteen minutes and fifty-three seconds (13:53).

Department Event

- January 5th – Fire Drill at Hampton Inn
- January 19th – Car seat Install
- January 26th – Leadership Sumner Tour
- January 27th – Station tour for Boy Scouts

Fire Administration

- January 11th – Sumner County COVID zoom conference
- January 13th – Walkthrough of Community Events Center
- January 20th – Mayor Arnold's Farewell
- January 24th – Farris Bibb Mayoral Swearing
- January 27th – Budget Retreat

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	22
Rescue & Emergency Services	793
Hazardous Conditions (No Fire)	21
Service Calls	44
Good Intent Call	61
False Alarms & False Call	96
Calls for The Month	146
Total Responses FY to Date	1041

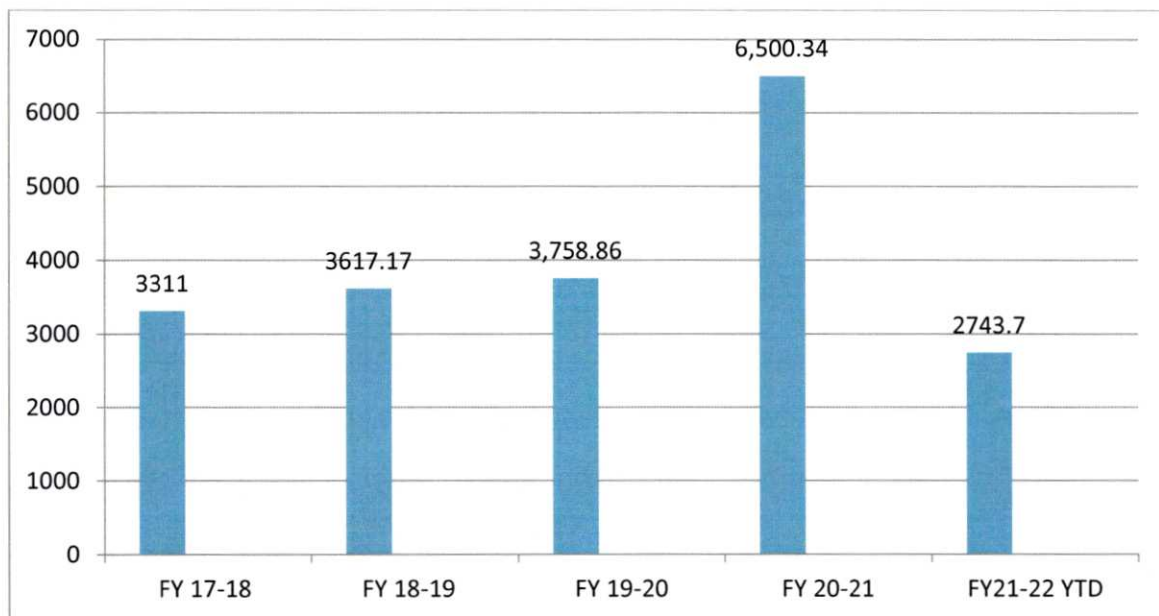
**Fire Department
January 2022**

Response by Station

	Month	FY to Date	%
Station #1 (City Park)	119	729	70.02%
Station #2 (Business Park Dr)	27	312	29.97%

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	333.3	2743.7

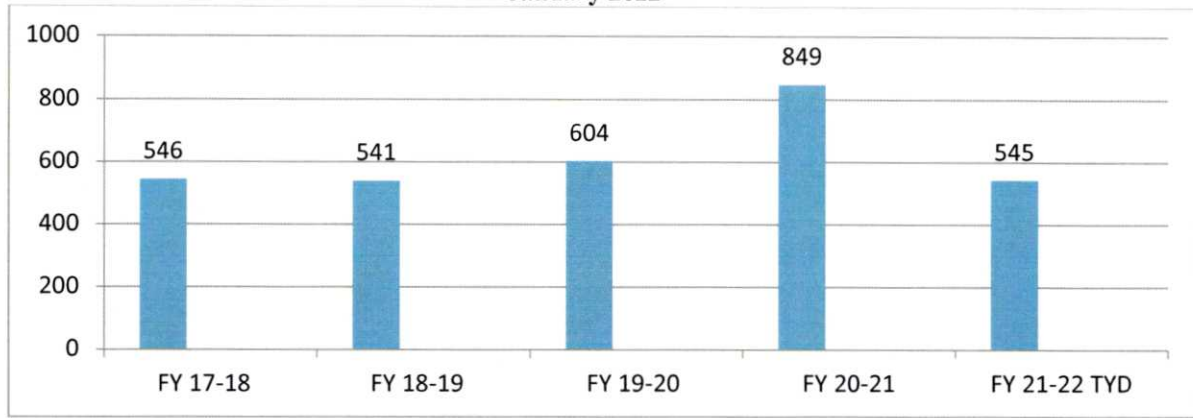
Training breakdown for ISO and NFPA

	Fire Officer	Company	Facilities	NFPA
Month	23.5	88	0	77.15
Total for FY	227.5	917	193.5	1228.55

Fire Inspection

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

**Fire Department
January 2022**

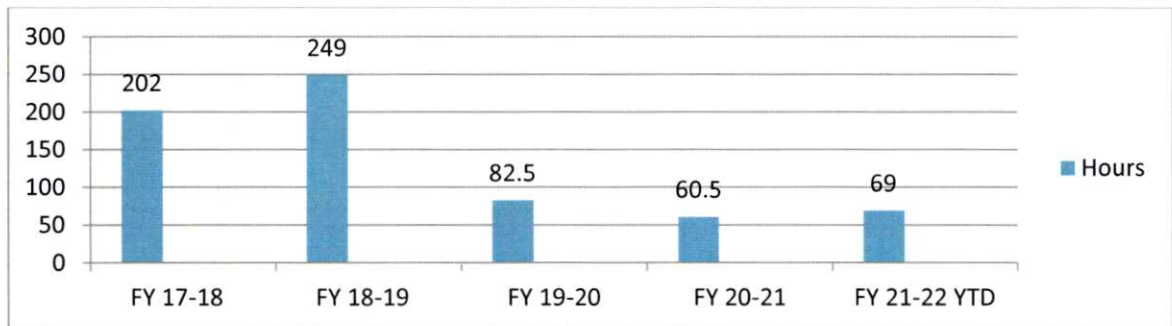
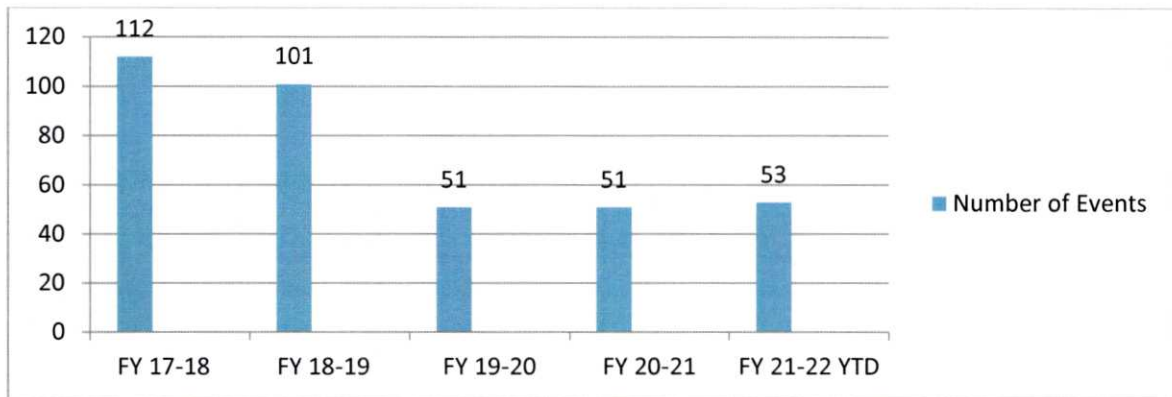
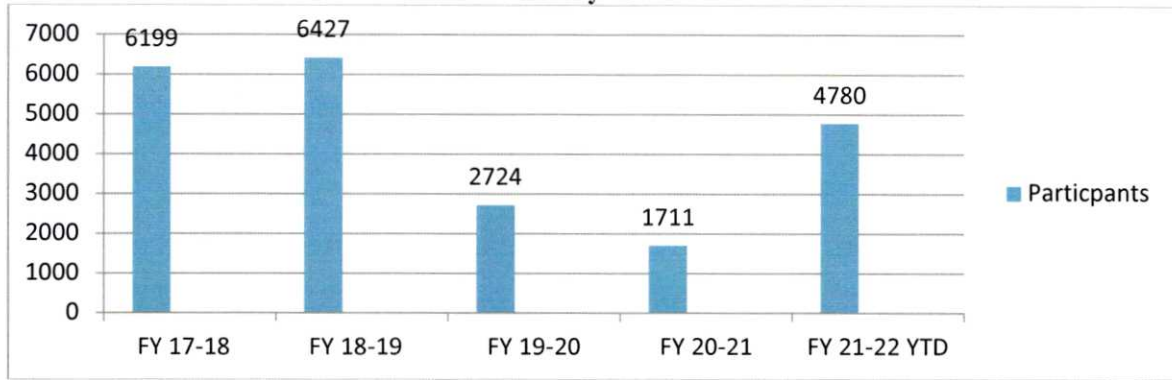


	Month	YTD
January Fire Inspection	94	639
Reinspection	12	127
Code Violation Complaint	3	9
Violations Cleared	12	90
Annual Inspection	12	86
Commercial Burn Pile	4	9
Knox Box	3	17
Fire Alarms	1	11
Measure Fire Hydrant	0	3
Plans Review	4	32
Pre-C/O	0	15
Pre-incident Survey	16	144
Sprinkler Final	8	17
Final/Occupancy	8	28

Public Fire Education

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

**Fire Department
January 2022**



	Month	YTD
Participants	61	4780
Number of Events	6	53
Education Hrs.	5.5	69

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

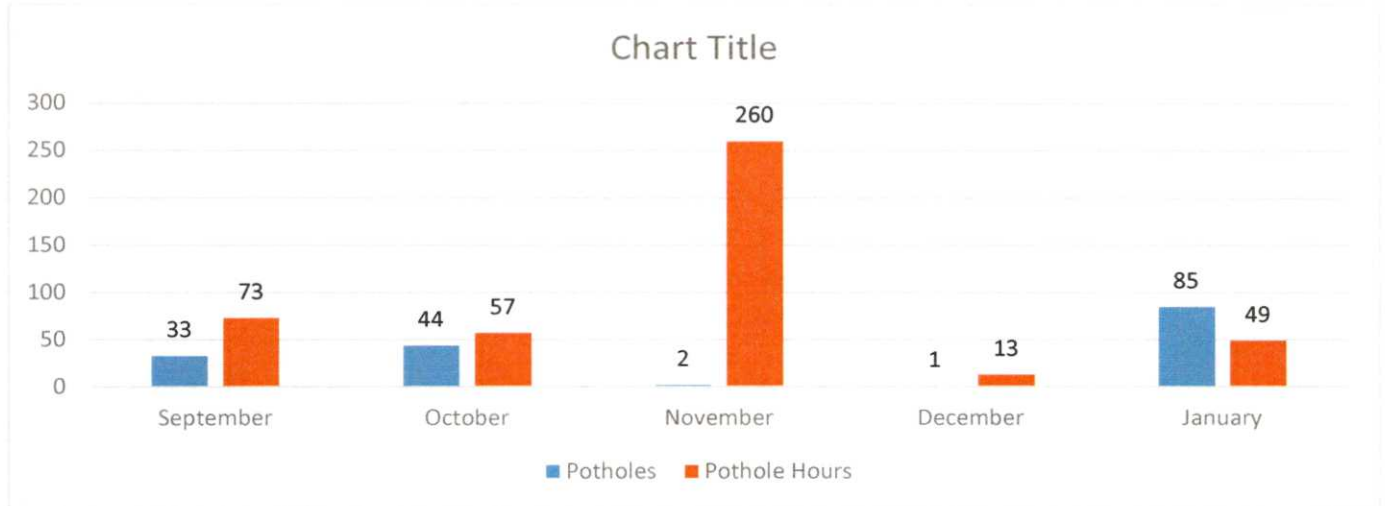
Social Media Statistics for the Month

Post Reach	1,652
Post Engagement	188
New Page Followers	26

**Public Services Department – Public Works Division
January 2022**

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.

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: All other potholes were repaired by the Public Works Crew after internal identification and were repaired post-snow events.

STREET ADDRESS OF COMPLAINT	DATE COMPLAINT LOGGED	DATE COMPLAINT RESOLVED	ELAPSED TIME BEFORE REPAIR MADE
101 Larkspur Drive	January 16, 2022 9:14 AM	January 18, 8:58 AM	47 Hours 44 mins
305 Meadowbrook Lane	January 16, 2022 9:15 AM	January 18, 8:57 AM	47 Hours 43 Mins
100-148 Kennedy Drive	January 23, 2022 10:34 AM	January 24, 2022 8:30 AM	22 Hours 30 Mins
112, 116, & 119 Cambria Drive	January 31, 2022 5:03 PM	February 7, 2022 4:27 PM	5 Working Days

**Public Services Department – Public Works Division
January 2022**

Monthly Work Log

Monday 1-3-2022

- Icy road condition evaluation / Pothole repair / Salted isolated areas of icy roads

Tuesday 1-4-2022

- Fleet maintenance (Plows and Salt Boxes)

Wednesday 1-5-2022

- Pothole repair / Picked up glass for backhoe at Thompson CAT / Delivered bag salt at PD Firehall and City Hall

Thursday 1-6-2022

- Salting and Plowing operations

Friday 1-7-2022

- Salting and Plowing operations

Monday 1-10-2022

- Fleet maintenance / Core-drilled concrete at Madeline Way and Sage Intersection for Stop Sign install / Cleaned Gridsmart Cameras

Tuesday 1-11-2022

- Fleet maintenance on salt and plow equipment / Mobilized skid steers back to PS Facility / Pothole repair / Stop Sign installation at Madeline Way and Sage Road intersection

Wednesday 1-12-2022

- Facility and Fleet Maintenance on salt and plow equipment / Attempted to pull communication cable for Gridsmart Camera at NB Ramps and SR-76 intersection.

Thursday 1-13-2022

- Pulled communication cable at NB Ramps and SR-76.

Sunday 1-16-2022

- Salting and Plowing operations

Monday 1-17-2022

- Holiday (Dr. Martin Luther King Day)

Tuesday 1-18-2022

- Repaired potholes / Fleet maintenance on Salt Box and Plows / Facility Maintenance / Assembled snow blower / Seeded and strawed NB Ramp after digging to find electrical pull boxes for communication wire for Gridsmart

Wednesday 1-19-2022

- Picked up skid steers from Fire Stations 1 & 2 / Delivered trash carts to new resident / Repaired potholes / Stored Christmas Decorations for off-season.

Thursday 1-20-2022

- Salting and Plowing operations

Monday 1-24-2022

- Facility Maintenance / Seeded and strawed NB Ramps / Repaired potholes

Tuesday 1-25-2022

- Picked up mid-sized dump from repairs / Installed Detour Signs and message boards to route Semis to Raymond Hirsch instead of 76 & 31.

Wednesday 1-26-2022

- Finished install of Gridsmart Camera / Completed weekly inspections on vehicles / Fleet maintenance on salt box.

Thursday 1-27-2022

- Facility and Fleet Maintenance / Installed No Parking Signs on SR-76 near I-65 overpass for WHPD / Moved Message Boards to more suitable location

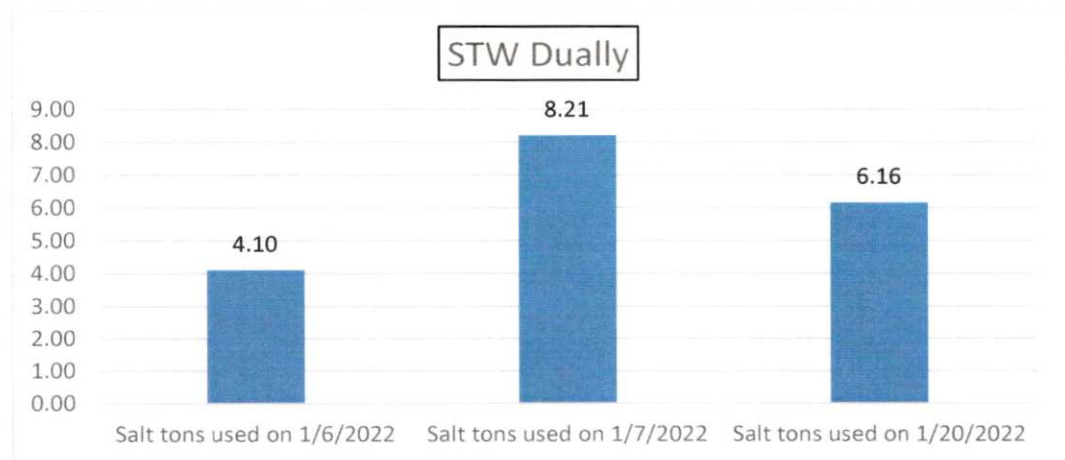
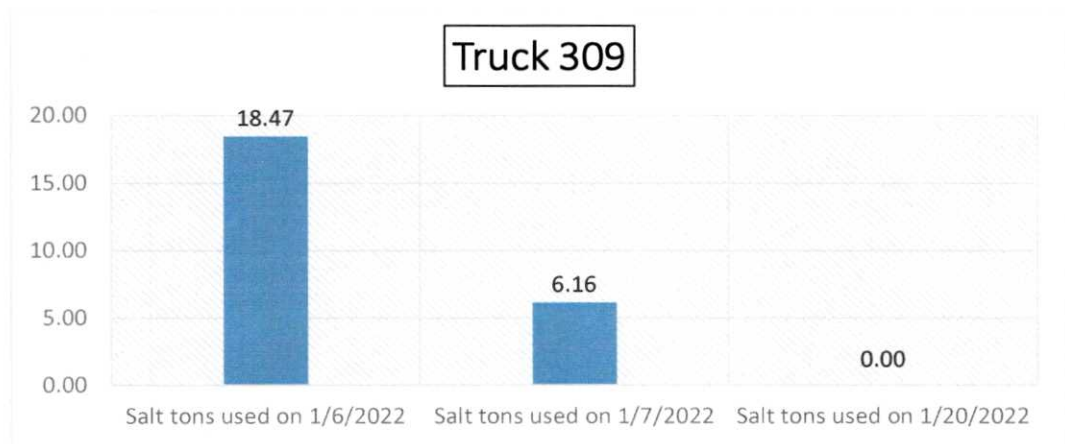
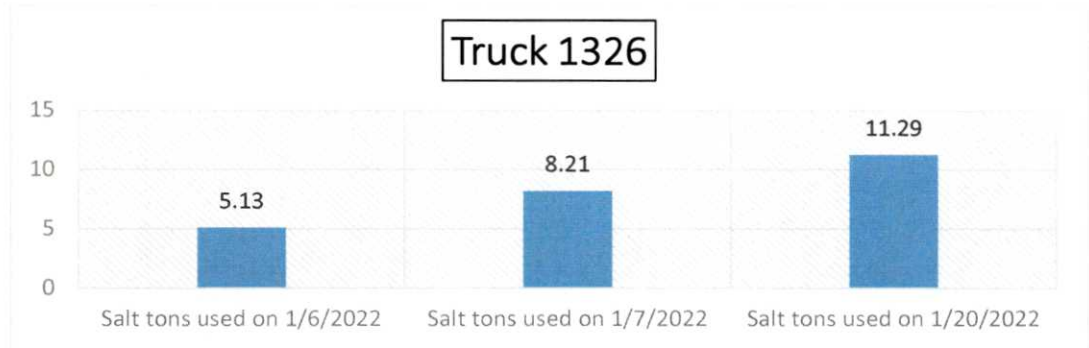
Monday 1-31-2022

- Pothole repair / Picked up more cold-patch asphalt from Vulcan Materials

Public Services Department – Public Works Division
January 2022

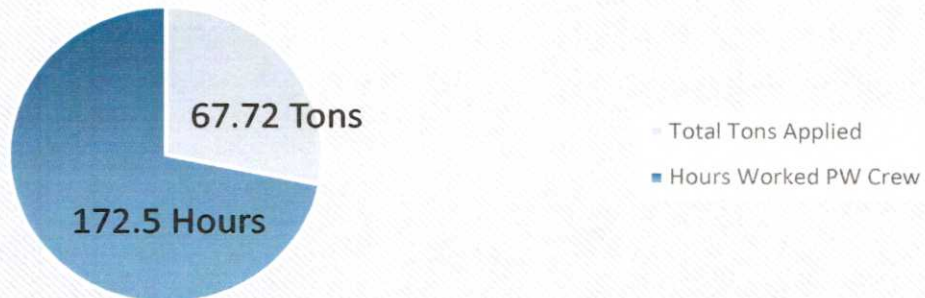
Salt and Plow Debriefing

Note: The intended purpose of the following information is to give snapshot of individual snow events and giving detailed information about the amount of salt in tons used, man hours worked and the vehicles that were responsible for salt removal during the given events.

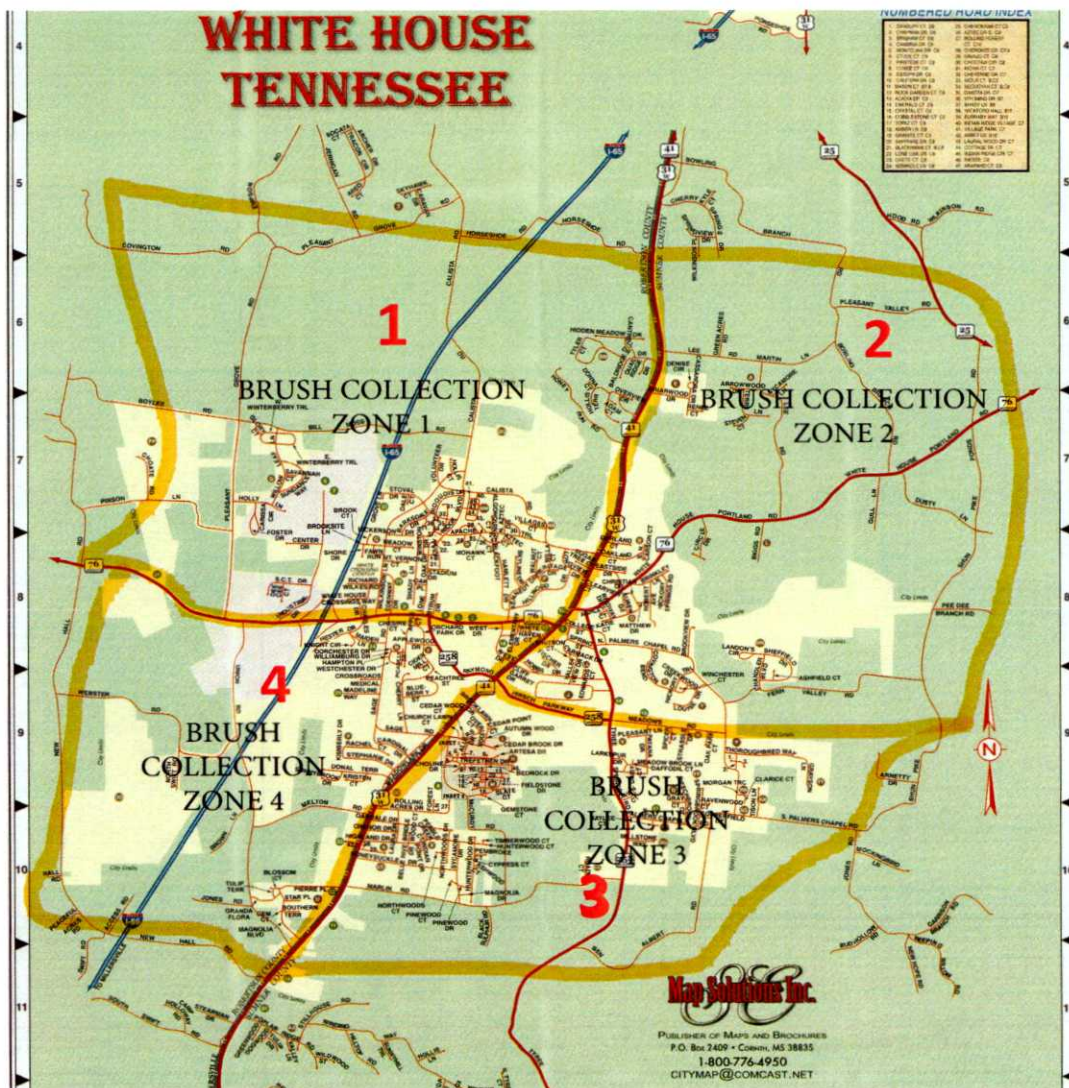


Public Services Department – Public Works Division
January 2022

Salt and Plow Debriefing
(Hours Worked & Tons Applied)



In order to be more efficient, the Public Works Department decided to divide the City of White House into Zones much like the Brush Collection Route. This was done because there is approximately 95 miles of road to salt and plow. Zone 1 is covered by Truck 1326 (Salt and Plow), Zone 2 is covered by the STW Dually (Salt and Plow), Zone 3 is covered by Truck 309 (Salt and Plow), and Zone 4 is plowed by PW Backhoes and salted, when possible, by Truck 309. This a more efficient way to ensure the whole City of White House is treated with salt and plowed during snow events.

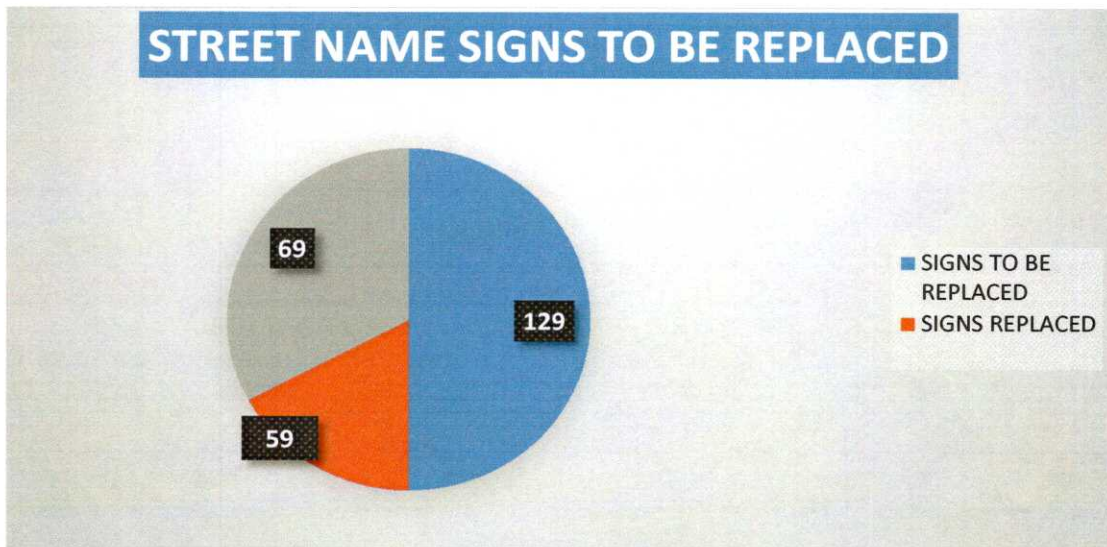


**Public Services Department – Public Works Division
January 2022**

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: No Street Name Signs were installed in the month of January due to snow operations and various other jobs that needed completed.



Public Services Department – Public Works Division
January 2022

Public Works/Streets & Roads Division

Total Hours Worked	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	21-Dec	22-Jan	YTD 20/21
Street	8,134	9,364	8,741	10,229	9191.25	916	987	13,025
Facility Maintenance	3494	2187	1,227	1,137	887.25	121	50	1340.25
Fleet Maintenance	1034	514	282	380	422.5	44	170	726
Meeting/Training	502	510	517	400	457	40	10	467
Leave	1,253	576	613	810	823	223	113	1593.65
Holiday	795	470	385	555	545	175	50	602
Overtime	508.5	488	414	311	152.75	21	108	505
Administrative	385	698	803	867	1153.25	125	152	2,655
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	0	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	1	85	493
Pothole Hours	0	759	734	1,181	831.5	13	49	758.25
R-O-W Hours	0	2835	2416	4,027	3044.5	110	154	3,072
Sign/Repaired	0	120	91	84	63	15	13	132
Sign Work Hours	0	289	179	234	109	15	17	286
Salt Hours	0	10	143	24	76.5	0	173	172.5
Salt Tons	0	12	20	23	18	0	67	66.69
Decorative Street Light Hours	0	57	46	125	133.5	47	0	70
Traffic Light Hours	0	0	65	20	158	0	4	81

Sanitation Division

Sanitation Division	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	21-Dec	22-Jan	YTD 20/21
Total Hours Worked	2,685	3,634	4,406	4,024	4200.5	360	340	5,588
Facility Maintenance	3494	723	446	574	394.5	40	39	664
Fleet Maintenance	1034	488	445	331	294.5	14	14	279
Meeting/Training	502	265	130	135	127.5	18	10	175
Leave	1,253	428	700	476	336	42	61	741
Holiday	795	270	230	230	230	70	20	310
Overtime	508.5	119	4	12	39.5	0	0	8
Administrative	385	167	1	0	72.5	1	3	53
Sweeping Man Hours	0	1	0	0	0	0	0	0
Pothole Identification Hours	NEW						30	30
R-O-W Hours	0	166	30	97	170	7	11	495
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-Dec	22-Jan	YTD 20/21
Brush Collection Stops	5,944	6,080	5,605	5,620	5161	356	429	8,390
Brush Truck Loads	459	551	522	578	584	40	40	756
Leaves Pickup Bags	3741	3,542	3,422	3,535	2934	1100	297	5,888
Brush/Leaves Hours	1366	1,492	1,239	1,300	1225.5	85	91	1,745
Litter Pickup Bags	334	507	546	511	456	41	56	589
Litter Pickup Hours	1147	1132	985	957	892	79	61	1009

Public Services Department – Stormwater Division
January 2022

Administrative Notes

- Several stormwater complaints were reported this month.
 1. 304 Autumn Wood Drive – is experiencing bank erosion within the stream buffer.
 2. 426 Calista Road – Erosion in conveyance
 3. 205 Bedrock Dr. – Exposed drain grate
 4. 214 Eastside Dr – Ponding water on Property
 5. 116 Eastside Dr – Requested additional pipe and Headwall in ditch line
 6. 426 Calista Rd – Erosion in ditch line
- Scott & Ritter has started the mitigation project in the Springbrook subdivision. In a coordinated effort with CSR, City, & Scott & Ritter, the existing utilities are being moved.
- The stormwater department partnered with Tennessee Environmental Council to host an annual tree giveaway on or around Arbor Day this year.
- Six fence permits were issued.
- Stormwater crew assisted in snow removal and salting the roads
- Getting updated quotes for the Zanger stormwater infrastructure improvement project
- Wilkinson project has been reviewed in-house. Stormwater infrastructure will be ordered in the next few weeks

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 some work order requests and summaries that have been addressed for the month of January:

<i>Address</i>	<i>Scope of Work</i>	<i>Status</i>	<i>Notes</i>
225 Oakdale Dr.	Mowing	Work Order: 010422001 Complete	

Public Services Department – Stormwater Division
January 2022

400 Artesa Dr.

Storm Drain
Cleanout

Work Order:
010522002

Complete



*Area 2 Snow
Plowing*

Snow
Plowing

Work Order:
011022001

Complete



*409 Brinkley
Ln*

Cleaned
stormwater
apparatus

Work Order
011222005

Complete



Public Services Department – Stormwater Division
January 2022

Temple Baptist

Expansion
Project

Work Order
011322012

Complete



**Springbrook
Drainage
Improvements**

Coordination

Work Order:
011222003

Open



**214 – 218
Eastside Drive**

Investigated
Drainage
Issue

Work Order:
082321003

Complete



Public Services Department – Stormwater Division
January 2022

3209 Hwy 31W

ERU
Review

Work Order:
011022013

Complete



124 Calista Rd

Mowing

Work Order:
011222004

Complete



Public Services Department – Stormwater Division
January 2022

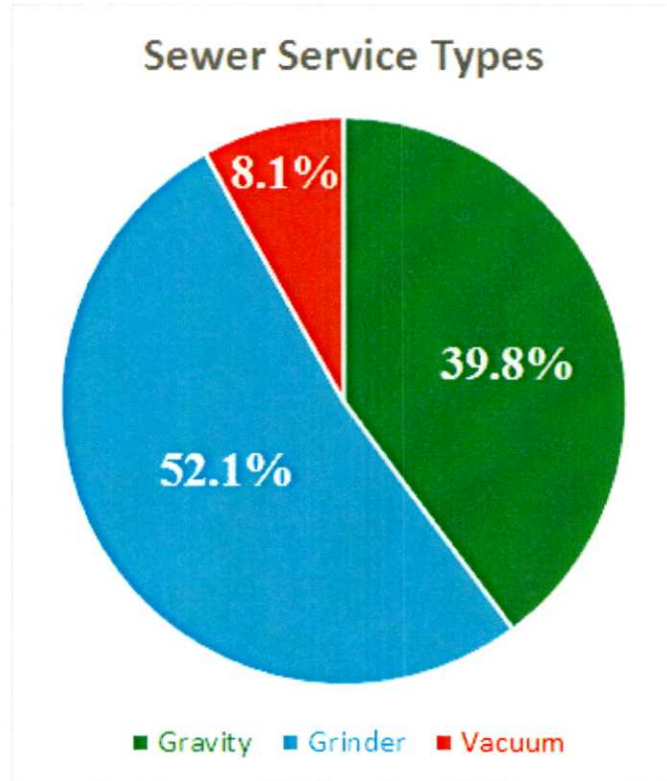
<u>Stormwater Division</u>					
Total Hours Worked	FY 15/16	FY 19/20	31-Dec	31-Jan	YTD 20/21
Stormwater	5,744	7,204	639	302	6,148
Work Orders	0	69	10	15	94
Overtime	508.5	262	20	28	136
Facility Maintenance	3,494	638	96	116	383
Fleet Maintenance	1,034	314	22	61	333
Administrative	385	1,138	178	83	937
Drainage Work (feet)	0	3,988	535	256	2,206
Drainage Man Hours	0	1,371	273	65	1,765
Debris Removed Load	0	188	8	4	156
Sweeping Man Hours	0	309	7	46	198
Mowing Hours	0	102	0	0	3
R-O-W Hours	0	1,506	0	16	124
Shoulder/Curb Hrs	0	0	0	0	40

Public Services Department - Wastewater Division
January 2022

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 **January 31st, 2022**, City personnel count a total of **5,723** sewer system connections, with **13 new** applications for service in **January, 2022**. Totalized counts of each type of connection are provided below:

Gravity Sewer Connections	2,277
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>January 2022</u>	<u>YTD</u>
Tennessee 811	1,670	1849	2315	2680	2933		577	3545

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.**

**Public Services Department - Wastewater Division
January 2022**

<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>Jan 2022</u>	<u>YTD</u>
North Palmers Chapel	22	23	8	3	1		2	5
Calista Road	55	13	4	2	1		0	5
Wilkinson Lane	8	4	1	3	1		0	2
Portland Road	1	4	1	0	1		0	0
Cope's Crossing	17	15	7	8	6		1	6
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	3
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		0	3
Concord Springs	n/a	n/a	n/a	0	0		0	2
Parks	n/a	n/a	n/a	0	0		0	0
Fields at Oakwood	n/a	n/a	n/a	n/a	2		0	1
Treatment Plant	1	6	4	6	3		0	0

Alarms:

Cambria: Pump #2 would continually lose prime and cause station to overheat. The suction line was disassembled, and a ball of debris and twine was found stuck in the line. Once the blockage was cleared, the station returned to normal operation.

North Palmers: On 01-19, the soft-start on vacuum pump #3 failed. Wascon replaced the part, and the station returned to normal operation. On 01-28, the equalization line on sewer pump #2 clogged, causing the station to go into high water lockout. Pump #1 was used to drain the tank, the equalization line was cleared of obstruction, and the station returned to normal operation.

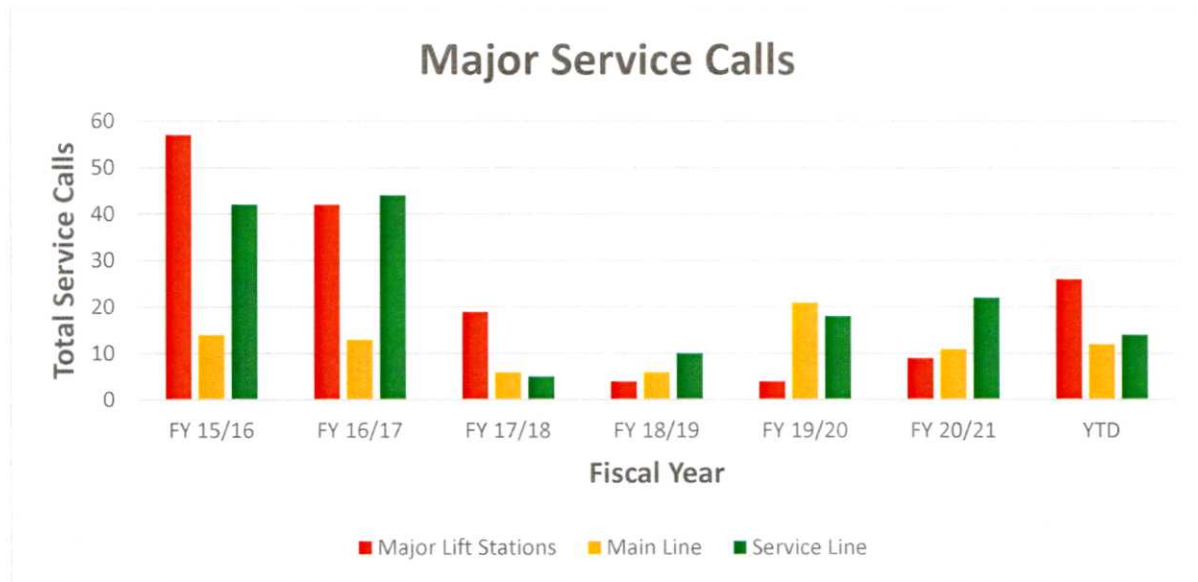
Copes Crossing: On 01-10, pump #2 failed due to a seal failure allowing water to enter the motor. Wascon pulled the pump, repaired it, tested it, reinstalled the pump and returned the station to normal operation on 01-13.

Public Services Department - Wastewater Division
January 2022

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 four (4) 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>Jan 2022</u>	<u>YTD</u>
Major Lift Stations	42	19	4	4	9		4	26
Main Line	13	6	6	21	11		6	12
Service Line	44	5	10	18	22		2	14

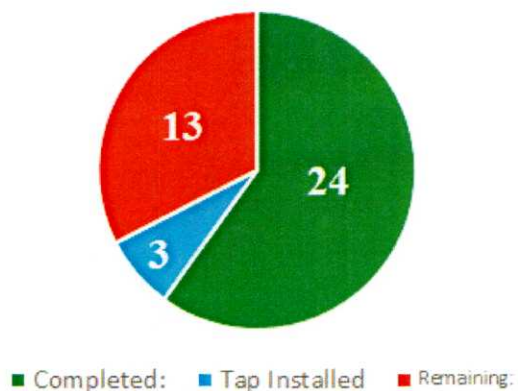


- Settler's Ridge** – In August 2017, just days before Tropical Storm Harvey arrived in White House, a contractor ran over the pump station with a lull. The damage was evaluated the week after Harvey had passed. The tank, rails, and lid were all damaged beyond repair and therefore are on order for replacement. 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.**
- 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.

Public Services Department - Wastewater Division
January 2022

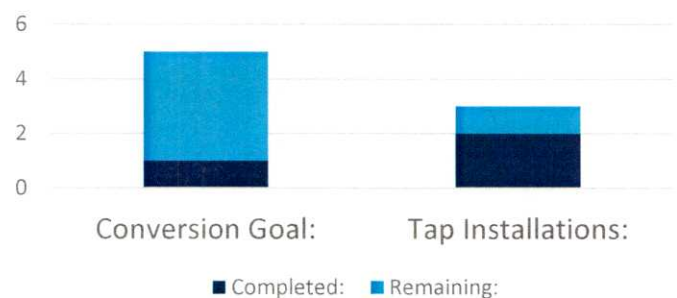
5. **Sewer Model Update and Master Plan Update** – The Sewer Model and Master Plan Updates being conducted by Jacobs Engineering are complete. Completed Model Update for the Southern Force-Main and Copes Crossing lift-station has revealed that they have exceeded their designed capacity, and will need 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.
6. **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, pumps, and discharge lines have now been installed, and L&G Construction is waiting on an electrician to finish wiring the pumps’ control panels.
7. **Septic-to-Sewer Conversions** – The City continues to make progress on septic to sewer conversions. An additional eight (8) addresses have been approved by the Board to be added to the original list of septic-to-sewer conversion projects. Four (4) conversions were completed in the 2020/2021 budget year, and three (3) additional taps were pre-emptively installed in anticipation of additional projects. In recent consultation with Public Works regarding upcoming paving schedules, the department plans to target five (5) conversion projects on Union Rd (requiring three (3) additional taps) in mid to late 2021. The department is evaluating bidding out the remaining conversions as a single project. An additional sewer tap has been installed for the storage units. The sewer conversion for 2966 Union Rd has also been completed. A total of 24 projects have now been completed on the list of 40.

Septic-to-Sewer Conversions:



Septic-to-Sewer Conversion Goals

July 2021 - June 2022



**Public Services Department - Wastewater Division
January 2022**

<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>Jan 2022</u>	<u>YTD</u>
Vacuum System Service Request	172	143	112	82	78		10	81
Gravity Service Request	12	0	10	13	20		5	44
Low Pressure Service Request	716	621	728	770	702		44	418
Total Pumps Replaced	338	401	361	449	492		27	286
Total Pumps Rebuilt	n/a	n/a	n/a	n/a	135		5	72
Total Warranty Pumps Returned	n/a	n/a	n/a	n/a	n/a		17	89
Grinder Tank PM Program	58	63	358	267	219		11	63
Open Trench Inspections	23	54	103	226	409		30	424
Final Inspection for New Service	55	56	62	110	248		28	261
Sanitary Sewer Overflow (SSO)	9	1	3	49	19		5	18
Odor Complaints	17	28	43	43	35		3	14

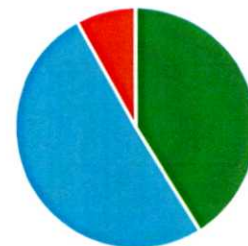
Pump Rebuilds:

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

Production issues have led to pump shortages and delays in newly ordered pumps, leading to an increase in rebuilds needed.

**92.0% of Needed Pumps
Rebuilt**



■ Rebuilt ■ Warranties ■ Remaining

**Public Services Department - Wastewater Division
January 2022**

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>Oct - 21</u>	<u>Nov - 21</u>	<u>Dec - 21</u>	<u>Jan - 22</u>	
Flow – To Creek	0.563 MGD	0.629 MGD	0.681 MGD	0.703 MGD	MGD = Million Gallons/Day
Flow – To Spray Field	0.047 MGD	0 MGD	0 MGD	0 MGD	
Total Flow Through Plant	0.610 MGD	0.629 MGD	0.681 MGD	0.703 MGD	
Capacity	1.400 MGD	1.400 MGD	1.400 MGD	1.400 MGD	
% of Plant Throughput	43.6%	44.9%	48.6%	50.2%	(0.703 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	54.5%	56.2%	60.8%	62.8%	(0.703 MGD) / (1.12 MGD)
Rainfall	5.99"	2.27"	4.15"	5.68"	

<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>Jan 2022</u>	<u>YTD</u>
Violations	7	7	13	7	12	7		1	7

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 has installed air scrubbers that pull the H₂S through a series of filters. These units have been installed at Cope’s Crossing and Wilkinson Lane stations.
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 0.23 PPM with a max residual of 0.36 PPM. *Last month the feed rate was 2.50 ppm.*

**Public Services Department - Wastewater Division
January 2022**

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 *63.9 CFU's* which is well below the limit. *Last month the average was 19.7.*

WWTP Expansion Project:

Pre-Construction Timeline:

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

**Public Services Department - Wastewater Division
January 2022**

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.
- **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.

**Public Services Department - Wastewater Division
January 2022**

- **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.
- **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.

Public Services Department - Wastewater Division
January 2022

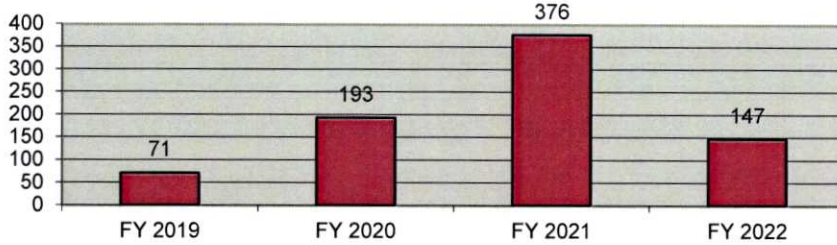
- **10-18-2021:** Keller continues vibro-pier installation. Conducted site dewatering. Continued yard work and safety fence installation.
- **10-19-2021:** Keller continues vibro-pier installation. Extended construction road around jobsite.
- **10-20-2021:** Keller continues vibro-pier installation. 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.
- **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.

Public Services Department - Wastewater Division
January 2022

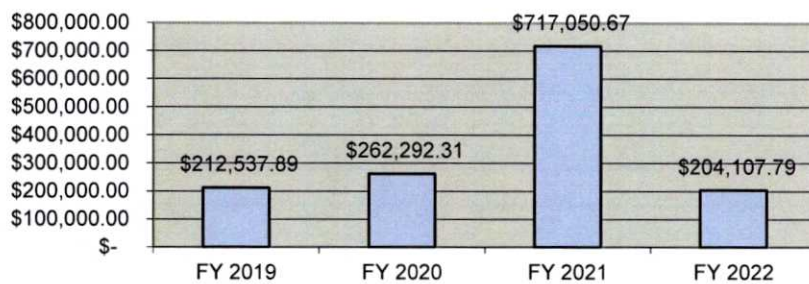
- **12-02-2021:** Tafolla continues installing rebar for 2nd bioreactor foundation. Reeves Young continues excavating UV area and Grit Chamber area, and exposed existing underground electrical in jobsite.
- **12-03-2021:** 2nd bioreactor foundation poured beginning at midnight. Additional backfilling 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.
- **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.
- **01-06-2022:** Reeves Young prepped site in anticipation of heavy snowfall.
- **01-07-2022:** Snowed out.
- **01-10-2022:** Reeves Young dewatering site following rain and snow.
- **01-12-2022:** Tafolla continuing to install rebar for 2nd wall pour. Hydrovac on-site to hydroexcavate existing 20" ductile pipe and to assist with dewatering grit chamber pit. Reeves Young reapplied gravel to access drive, worked on piping between bioreactors and clarifiers, and staked out lab building, electrical building, and clarifier #3.
- **01-13-2022:** 2nd wall pour completed. Continued work on piping between bioreactors and clarifiers.
- **01-14-2022:** Tafolla continuing to install rebar for 3rd bioreactor foundation. Reeves Young continuing to work on piping between bioreactors and clarifiers, and repaired gravel access drives.
- **01-17-2022:** Ice impacts to jobsite. Tafolla and Reeves Young crews worked on de-icing and safety. Tafolla continues working on rebar for 3rd bioreactor foundation.
- **01-18-2022:** Ice impacts to jobsite. Tafolla and Reeves Young crews worked on de-icing and dewatering site. Tafolla continues working on rebar for 3rd bioreactor foundation.
- **01-19-2022:** Tafolla continuing to install rebar for 3rd bioreactor foundation. Reeves Young continuing to dewater site.
- **01-20-2022:** Snow impacts to jobsite. Tafolla and Reeves Young crews worked on safety and de-icing/dewatering site, and laying out clarifier underdrains.
- **01-21-2022:** Ice impacts to jobsite. Tafolla continuing to install rebar for 3rd bioreactor foundation and wall dowels. Reeves Young continuing to work on site grading and stone backfill.
- **01-24-2022:** Water line feeding Reeves Young trailer froze overnight. Reeves Young continuing to dewater site and continuing to work on lab building grading and stone backfill. Small amount of concrete poured for clarifier #3.
- **01-25-2022:** Tafolla continuing to install wall dowels. White Electric project trailer delivered to site. John Bouchard & Sons began installing plumbing for lab building.
- **01-26-2022:** Tafolla continuing to install rebar and wall dowels for bioreactor foundation #3. John Bouchard & Sons continuing to install plumbing for lab building. Reeves Young relocating spoils piles. White Electric delivering equipment and supplies to job site.
- **01-27-2022:** Tafolla continuing to install rebar and wall dowels for bioreactor foundation #3. John Bouchard & Sons continuing to install plumbing for lab building. Reeves Young working on surveying site elevations and general site cleanup.
- **01-28-2022:** Reeves Young and Tafolla prepping site for next concrete pour.
- **01-31-2022:** Reeves Young and Tafolla continuing to prep site for next concrete pour. Tafolla placing rebar around clarifier drain pipe. John Bouchard & Sons continuing to install plumbing for lab building. White Electric on-site.

Planning and Codes Department
JANUARY 2022

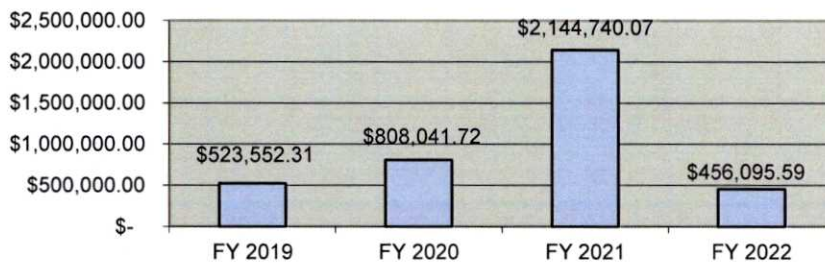
Single Family Permits



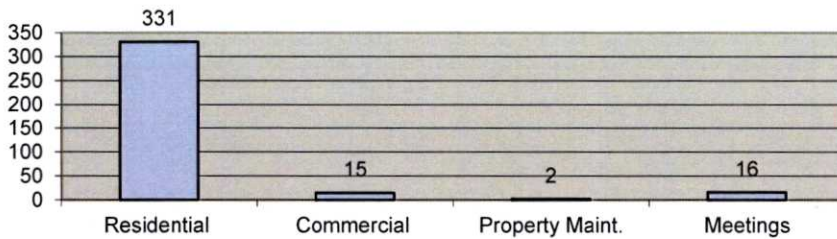
Impact Fees



Permit Fees



Monthly Inspections / Meetings



**Planning and Codes Department
JANUARY 2022**

	Month	FY2022	FY2021	FY2020	FY2019
MEETING AGENDA ITEMS#					
Planning Commission	6	48	74	69	66
Construction Appeals	0	0	0	0	0
Zoning Appeals	0	2	4	5	6
Tech. Review/Study Session	1	3	2	0	1
Property Maintenance	0	0	0	0	0
PERMITS					
Single Family Residential	22	147	376	193	71
Multi-Family Residential	0	0	22	0	13
Other Residential	5	46	83	91	93
New Commercial	0	2	6	6	3
New Industrial	0	0	2	0	1
Other Com/Ind	2	13	23	23	33
Sign	2	8	17	14	25
Occupancy Permits	46	249	21	14	25
Dungeons & Dragons Gaming Space-113 Hwy 76					
Other		1	11	12	3
BUILDING INSPECTIONS					
Residential	331	2770	2621	2858	2411
Hours	99.3	1105.3	533	699.58	414.98
Commercial /Industrial	15	98	92	110	179
Hours	4.5	49.5	36.93	12.83	165
CODE ENFORCEMENT					
Total Cases	2	28	98	330	179
Hours	0.5	18.5	35.75	70.24	86.75
Complaints Received	2	48	41	116	98
MEETINGS					
Administration	9	79	72	58	68
Hours	4.5	74.5	99	38.26	103.67
Planning	7	68	53	76	135
Hours	14	131	96.58	155.5	86.82
Codes	0	4	11	28	35
Hours	0	4	9	37.85	40.16
FEES					
Permit Fees	\$45,725.00	\$ 456,095.59	\$2,144,740.07	\$ 808,041.72	\$523,552.31
Board Review Fees	\$1,200.00	\$ 5,875.00	\$ 84,775.00	\$ 11,000.00	\$3,750.00
City Impact Fee	\$27,390.00	\$ 204,107.79	\$ 717,050.67	\$ 262,292.31	\$212,537.89
Roads	\$8,382.00	\$ 576,464.20	\$ 301,769.60	\$ 77,860.90	\$98,885.80
Parks	\$8,712.00	\$ 57,882.00	\$ 150,326.00	\$ 74,646.00	\$ 23,140.00
Police	\$6,204.00	\$ 56,587.91	\$ 191,431.41	\$ 59,096.30	\$ 11,704.30
Fire	\$4,092.00	\$ 37,336.86	\$ 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	16		17	16	15

Parks, Recreation, & Cultural Arts Department
January 2022

Update on ongoing projects:

Soccer Complex Renovation

- Fencing was completed. Project now complete!

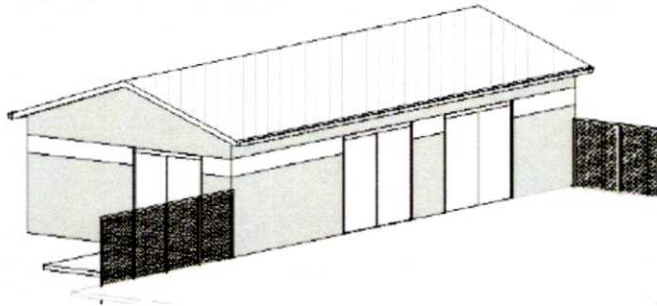


Soccer Complex Renovation Phase II – New Parking Lot, pavilion, sidewalks, etc. – Received \$500,00.00 grant for this phase

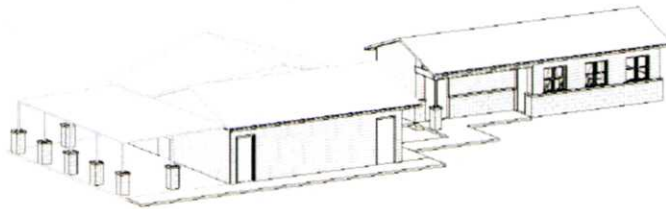
- No update

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

- Design ongoing – received a progress set of drawings. See below:



Maintenance Building



Concession Stand Renovation/Addition

- Survey work performed this month for these facilities
- Once survey work is integrated with drawings, the design will be wrapped up

Fencing – Maintenance Shop, Field 5, Cemetery

- Request for quotes was sent out for Maintenance Shop and Field 5 this month.
- The cemetery fencing will go out for bid next month.

Parks, Recreation, & Cultural Arts Department
January 2022

Upcoming Projects:

Tennis Courts

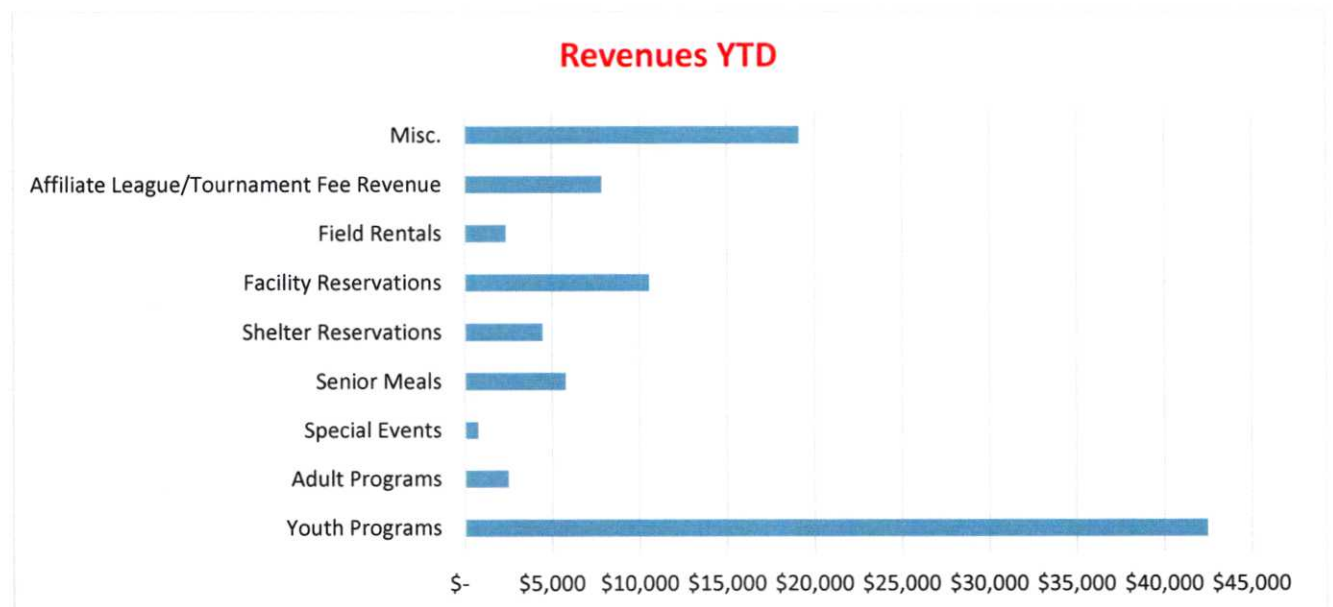
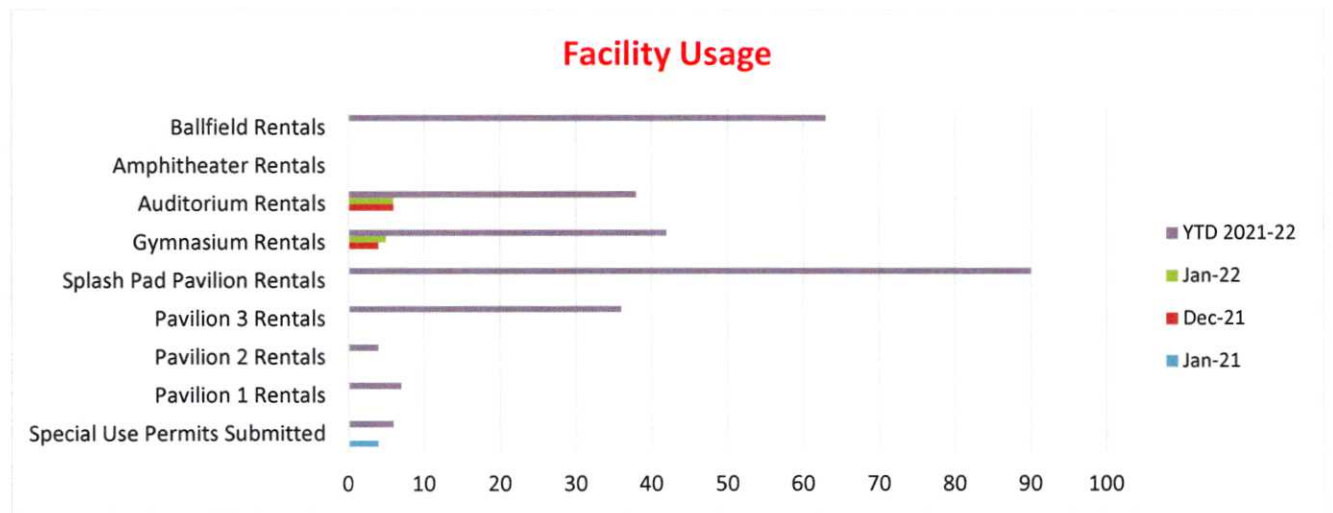
- Design ongoing

Dog Park parking lot paving

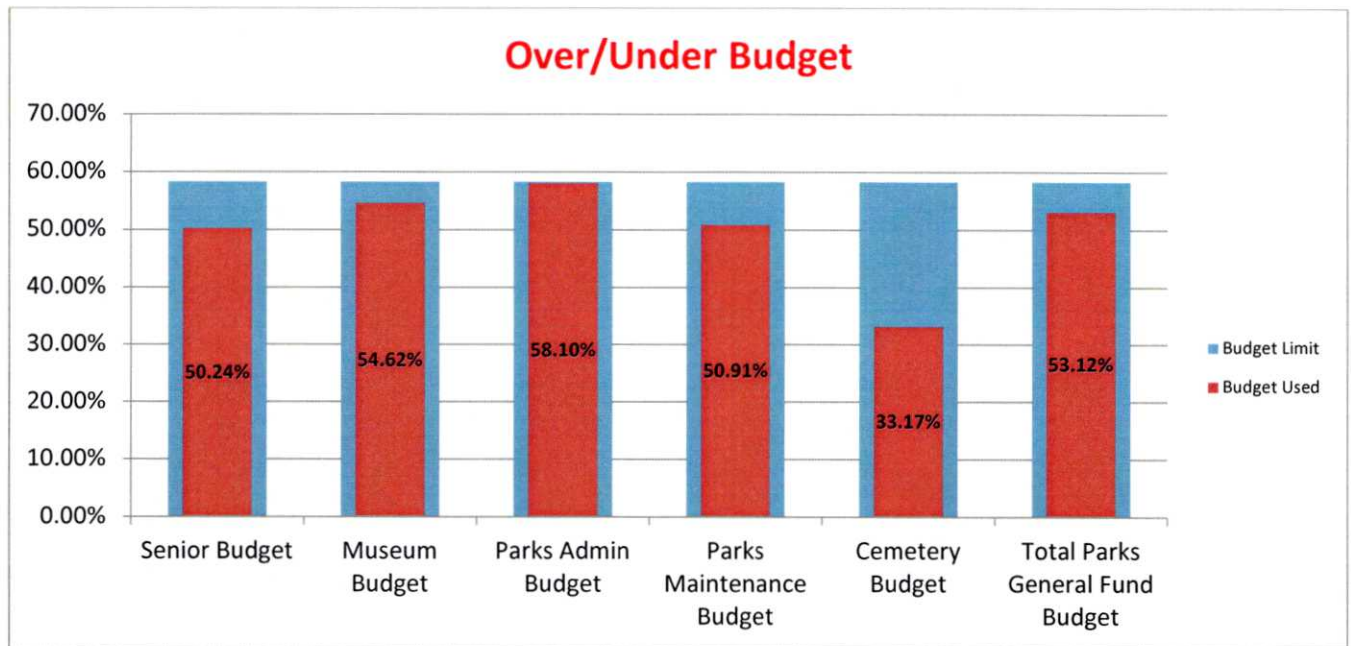
- Looks like we will forgo this in order to get Greenway wayside area paved.

Grading

- Field 7 work continues
- Started putting infield clay out and grading
- Should finish grading next month and start on home plate area and pitchers mound
- Soccer will be done later this year



**Parks, Recreation, & Cultural Arts Department
January 2022**



Recreation

Basketball

- Games started on January 1st (January 8th was cancelled due to snow)
- Using both Heritage High School and White House Middle School for Games
- Picture days took place on January 15th and January 29th
- Part time parks workers have been helping on Friday nights and some Saturdays with games
- Trophies have been ordered and awaiting pickup

Girls' Volleyball

- Signups began January 10th
- 24 signups in the month of January
- Registration Ends February 20th

Challenger Baseball

- Signups began on January 10th
- 2 signups in the month of January
- Registration Ends February 20th
- Sponsorship Letters have been mailed out to 65 businesses
 - Top Sponsorship was changed to \$300 to offset banner costs

Repairs

- Ice machine came back from being repaired
- January 27th greased Basketball Goals due to friction when lowering goals
- Cleaned backboard glass and replaced both nets
- Thermostat replaced in gym lobby has solved heat issues/ Case installed as well

Employees

- Malaki Anderson started on January 3rd

Football

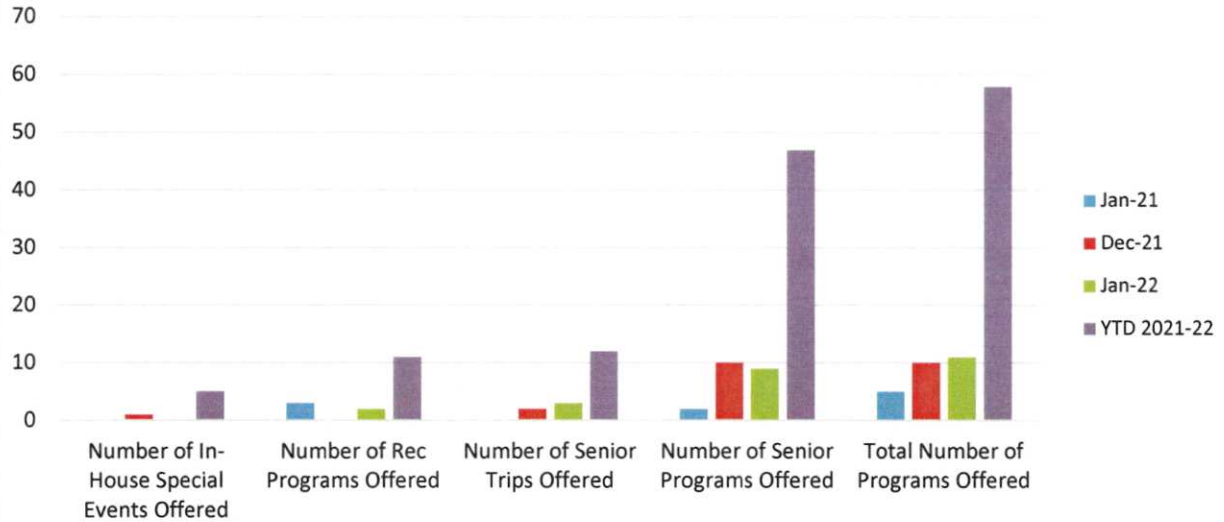
- Began using Jr Pro Field for football camp on January 27th

Reservations

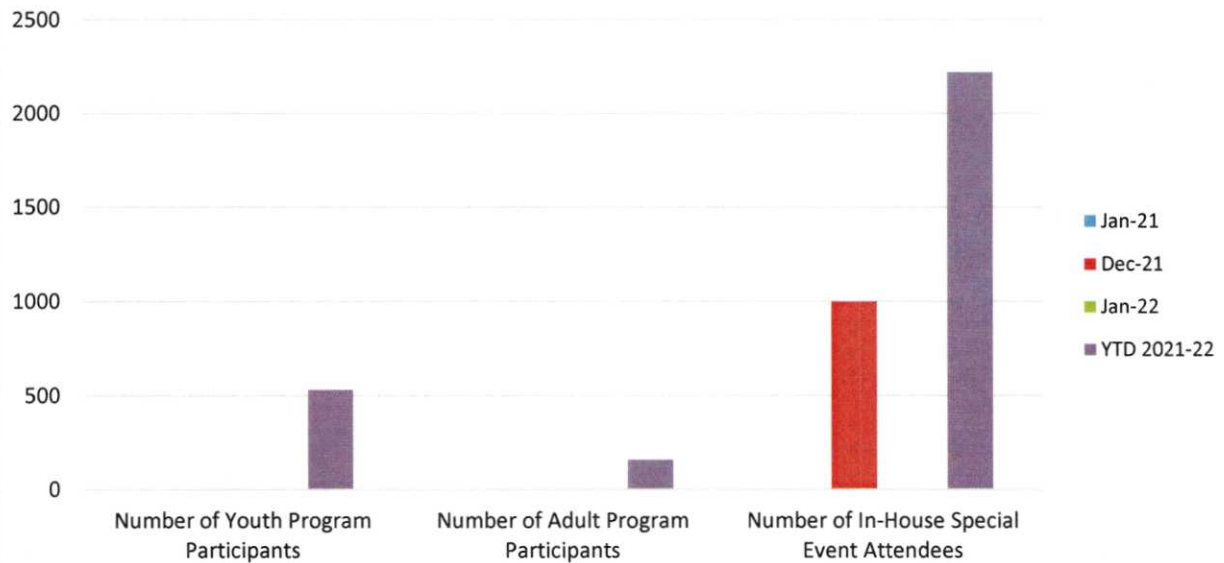
- Pavilion Rentals opened for 2022 Calendar Year

Parks, Recreation, & Cultural Arts Department
January 2022

Programming & Special Events Opportunities



Programming & Special Events Attendance



Parks, Recreation, & Cultural Arts Department
January 2022

Maintenance

- We didn't do any mowing this month.
- We put down 50 pounds of seed.
- We put the finishing touches on the soccer pavilion sidewalk.



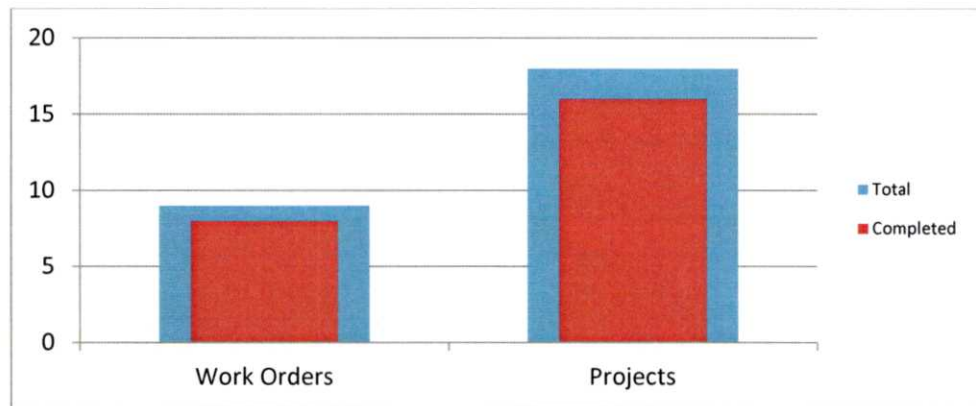
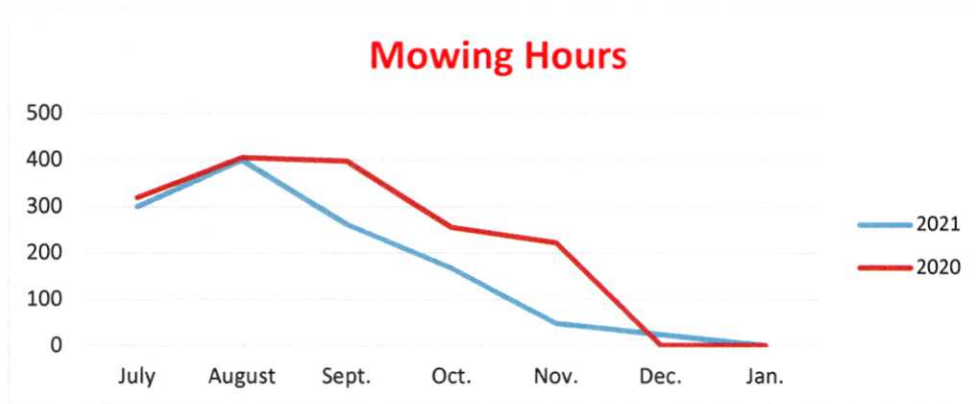
- We cleaned up the switchback area with the skid loader and tractor. We then seeded and strawed the area when it was finished.
- We rented a sod cutter and edged the quad infields.
- We pulled out some landscaping at the high school trailhead. We are in the process of getting new shrubs and plants now.
- We cut up the large tree that had fallen behind the pump station along the Greenway. We seeded and strawed the area once the tree and debris were removed.



- We put four loads of infield clay on Field 7. We are in the process of grading it now.



**Parks, Recreation, & Cultural Arts Department
January 2022**



Museum

Volunteers

The Museum volunteers and I discussed events, displays and White House Wednesday topics for 2022. They helped with the removal of part of the 50th Celebration display and add new items to current displays. Museum volunteers provided 4 hours to the Museum in the month of January.

Exhibits

No special exhibits at this time, but improvements are being made to current displays.

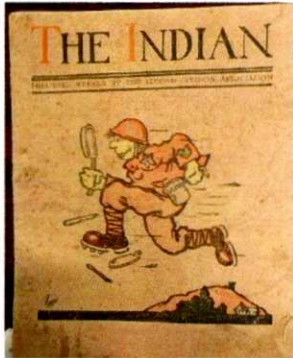
Social Media Promotion



White House History Wednesday's monthly edition was posted on Wednesday, January 26, 2022 with a repeat episode on the history of the museum building.

**Parks, Recreation, & Cultural Arts Department
January 2022**

Loan Artifacts



Christy Williams has loaned the museum magazines from WWI 2nd Division. These magazines were owned by Willard Rogers Marlin and mailed to his father, James John Marlin. Some of the magazines have handwriting on inside by W. Marlin to his father, J. Marlin.

Tours at Museum

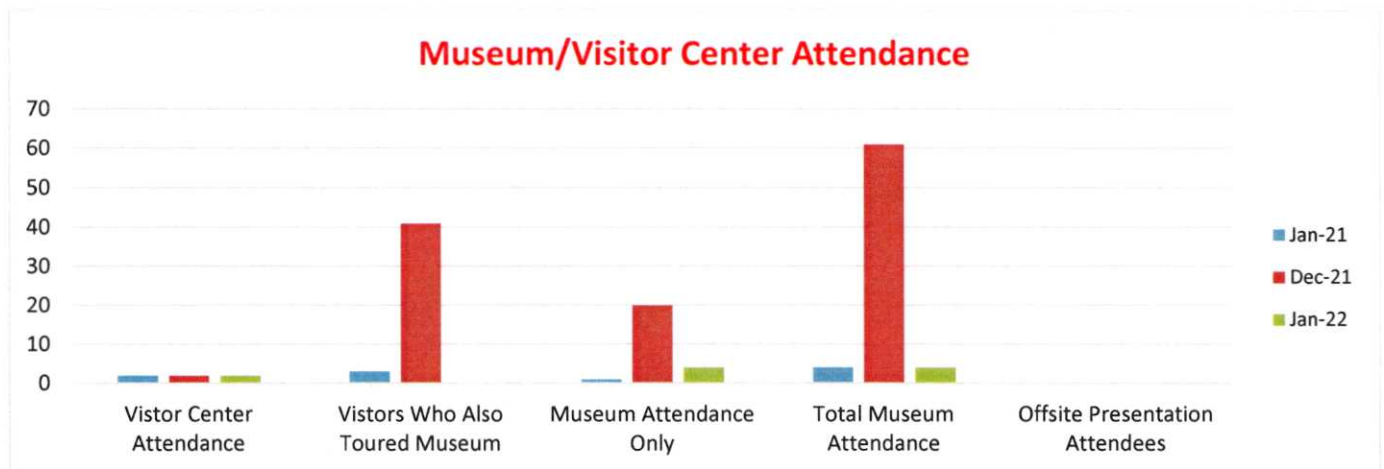
Tours were given to walk-ins.

Events and Meetings Assisted with and/or Attended

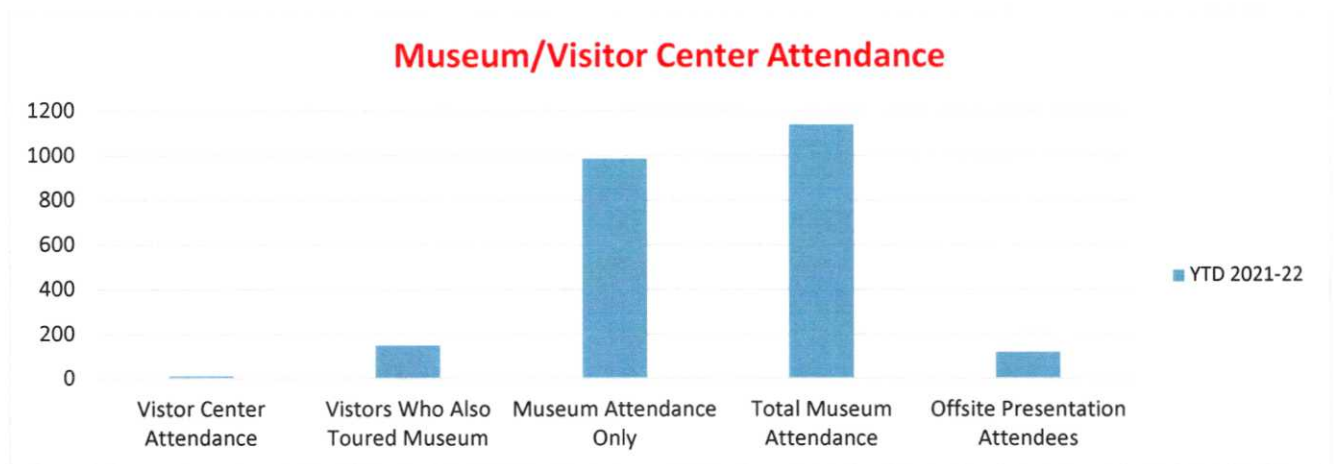
January 13 – Attended the Building walk through

Visitors' Center and Museum Attendance

Visitors' Center Only	Visitors' Center and Toured Museum	Museum Only	Total Museum Visitors	Off Site Presentations Attendees
2	0	4	4	0



Parks, Recreation, & Cultural Arts Department
January 2022

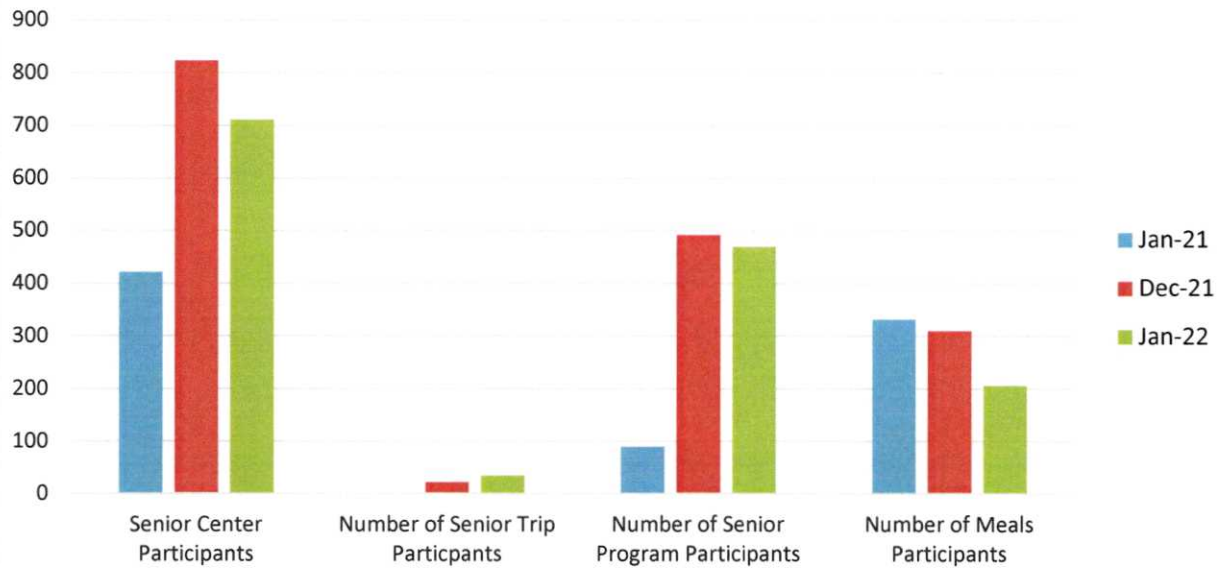


Senior Center

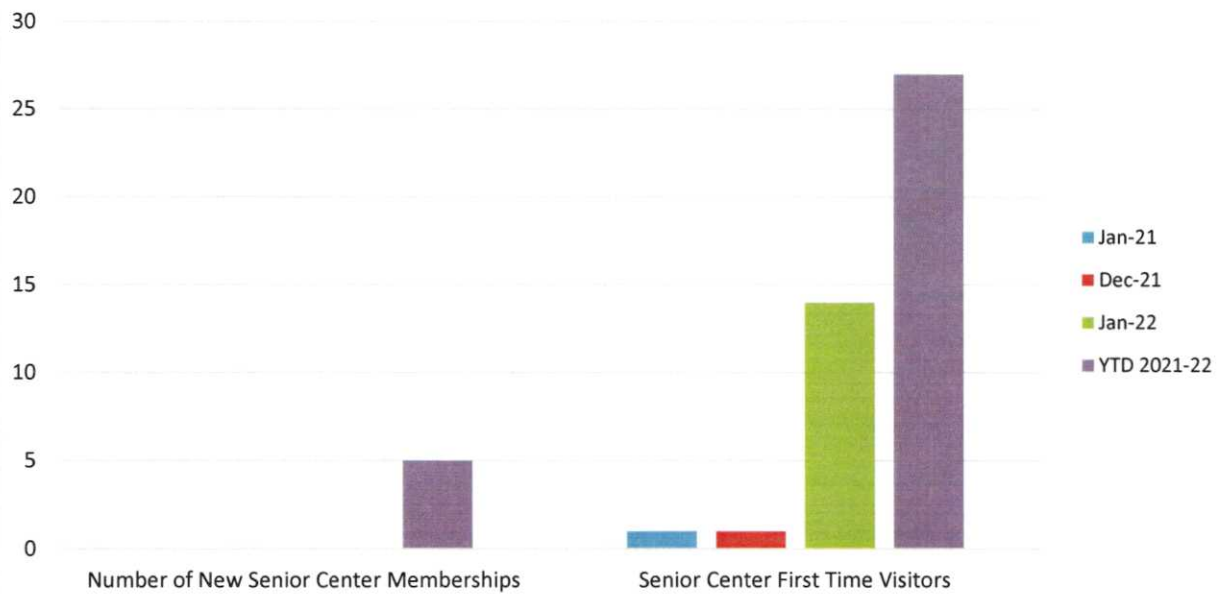
Senior Center Participation - January 2022			
<u>Outings/Events:</u>			
Crafts	5		
Movie at Center	2		
Bowling	8		
Bunco	4		
Lunch Johnson Crossroads	12		
Veterans Café	15		
Game Day	2		
Total	48		
		<u>Sr Meals Wednesdays</u>	
		70	
		68	
		69	
		207	TOTAL
<u>Programs:</u>			
Fittercise	109		
Walk	151		
Yoga	65		
Strength	88		
Cards, Games, Billiards, Bingo	44		
TOTAL	457		
NEW MEMBERS			
FIRST TIME ATTENDEE	14		
TOTAL Sr Center Participants:	712		

Parks, Recreation, & Cultural Arts Department
January 2022

Senior Programming Participation/Attendance



New Senior Memberships/First Time Visitors



Parks, Recreation, Cultural Arts Department
January 2022

	FYE 2019	FYE 2020
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

21-Jan	Dec. 21	Jan-22	YTD 21-22
4	0	0	6
0	0	0	7
0	0	0	4
0	0	0	36
0	0	0	90
0	0	0	137
0	4	5	42
0	0	0	0
0	6	6	38
0	0	0	0
0	10	11	80
0	0	0	63
2	2	2	12
3	41	0	151
1	20	4	986
4	61	4	1139

0	0	0	532
0	0	0	160
0	1	0	5
0	1,000	0	2223
3	0	2	11
200	205	205	1429
0	0	0	5
422	824	712	4894
1	1	14	27
0	2	3	12
0	22	35	92
2	10	9	47
90	492	470	2557
4	4	3	27
332	310	207	2245
0	0	0	120
5	10	11	58

\$1,100.00	\$80.00	\$2,053.00	\$42,497.00
\$500.00	\$0.00	\$0.00	\$2,500.00
\$0.00	\$0.00	\$0.00	\$765.00
\$842.00	\$813.00	\$602.00	\$5,774.50
\$0.00	\$0.00	\$290.00	\$4,455.00
\$100.00	\$400.00	\$2,750.00	\$10,575.50
\$0.00	\$0.00	\$0.00	\$2,385.00
\$0.00	\$0.00	\$0.00	\$7,849.50
\$0.00	\$0.00	\$59.68	\$19,141.55

0	24	0	1201.25
0	0	0	9
0	0	0	8
5	4	3	18
4	4	3	16

White House Library
January 2022

Summary of Activities

The library director did a walkthrough of the new city hall building, as she would be in that building for meetings, to receive mail, make deposits, etc.

The marketing committee met to discuss the con. They voted to hold it on June 11 from 10am to 3pm. It will be mostly outside, but we will move inside if it rains. They also discussed different panel ideas, possibly adding video games, face painters, and caricature artists.

The library board met on January 13. The board discussed the con, voted on the budget proposal, updated policies, and did the director's evaluation. The library director will present the library board's budget proposal to the city administrator so it can be added to the Board of Mayor and Aldermen's final budget review in May.

The library director checked in with Caitlyn Haley who is the Red Regional Library Assistant Director on how the mentorship program was going. The library director gave Caitlyn a report on how the mentorship program has helped and is being used.

The library director attended Mayor Arnold's farewell ceremony to congratulate him on his retirement and thank him for his support of the library. The library director also attended the swearing in ceremony of Vice Mayor Bibbs the following week.

The library director attended a workshop on health resources at the regional library. The training session was very helpful in showing the different health related resources that are available free to the public. The library director and catalog librarian are going to work on getting these resources on the library's website.

The library director, library supervisor, and HR director conducted interviews to fill the vacant full time position. There were some good candidates. After consideration, the library director decided to offer the position to Tammy Peterson who was already working part time at the library.

The library director attended the department head budget retreat on January 27th. The library director presented the library's two CIP projects and her request for another full time individual. She will present these requests again at the March budget retreat with the Board of Mayor and Aldermen.

Department Highlights

The highlights for the month were attending the regional training course on health resources and filling the full time position. Part of the state standards is to provide health resources to our community. The regional training is going to help us better meet that requirement. In addition, filling the open full time position will allow us to not be short staffed and I believe Tammy will do well in the position.

**White House Public Library
January 2022 Performance Measures**

Official Service Area Populations

2018	2019	2020	2021
14,035	14,202	14,363	14,455

Membership

January	2018	2019	2020	2021	2022
New Members	84	111	100	85	95
Updated Members	271	283	332	332	326
Yearly Totals	2018	2019	2020	2021	2022
Total Members	7,073	8,376	9,496	7,088	7,606
% of population with membership	51	59	66	49	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: 39,814

Estimated Value of Total Materials: \$995,350

Last Month: \$989,300

Total Materials Available Per Capita: 2.75

Last Month: 2.74

State Minimum Standard: 2.00

Materials Added in January

2018	2019	2020	2021	2022
350	436	176	120	365

Yearly Material Added

2018	2019	2020	2021	2022
3,123	3,004	3,025	3,035	365

Physical Items Checked Out in December

2018	2019	2020	2021	2022
4,926	4,954	4,809	4,189	5,178

Cumulative Physical Items Check Out

2018	2019	2020	2021	2022
62,536	62,522	50,042	59,515	5,178

The library is happy that our checkout numbers have started to exceed pre-covid checkout out numbers. This shows that the library is being used by more individuals in the community.

Miscellaneous item checkouts

January	2018	2019	2020	2021	2022
Technology Devices	48	51	28	54	63
Study Rooms	67	95	77	21	58
Games and Puzzles	47	69	96	120	148
Seeds	20	0	16	50	23
STEAM Packs	*	22	30	0	24
Cake Pans	*	*	13	2	4

Yearly Totals

2018	2019	2020	2021	2022
644	137	381	725	63
1,082	253	305	395	58
743	222	955	1,263	148
586	112	302	878	23
148	61	25	160	24
6	1	28	21	4

Library Services Usage

January	2018	2019	2020	2021	2022
Lego Table	213	200	246	0	0
Test Proctoring	1	2	2	0	3
Charging Station	6	6	11	3	1
Notary Services	*	*	13	4	11
Library Visits	3,911	4,549	4,549	2,519	3,151
Website Usage	836	1,092	1,092	2,253	2,449
Reference Questions	4	2	2	4	4

Yearly Totals

2018	2019	2020	2021	2022
1,891	553	459	0	0
152	27	74	108	3
90	19	47	45	1
*	16	88	144	11
52,565	55,728	30,007	38,913	3,151
2,517	16,935	17,977	27,907	2,449
59	77	60	73	4

Library Volunteers

January	2018	2019	2020	2021	2022
Library Volunteers	17	17	14	12	10
Volunteer Hours	98	106	155	114	86

Yearly Totals

18-19	19-20	20-21	21-22
82	36	20	28
809	1,286	1,204	800

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

Computer Users

January	2018	2019	2020	2021	2022
Wireless	1131	731	592	238	299
Adult Users	298	369	375	220	200
Kids Users	142	186	194	2	123

Yearly Computer Users

2018	2019	2020	2021	2022
9,535	2,017	3,829	3,878	299
4,642	1,103	2,138	2,235	200
2,088	556	427	957	123

**White House Public Library
January 2022 Performance Measures**

Universal Class Counts

January	
Sign ups	3
Courses started	2
Lessons viewed	221
Class Submissions	68

Yearly Totals

2018	2019	2020	2021	2022
24	9	10	13	3
52	16	53	39	2
661	194	1,771	1,008	221
445	105	800	515	68

Programs

1,000 books	2018	2019	2020	2021	2022
Monthly Sign-ups	7	2	2	1	9
total Sign-ups	29	60	81	95	104

Achievements	2018	2019	2020	2021	2022
100 Mark	2	0	0	22	22
500 Mark	2	2	0	2	2
Completion	0	1	2	4	4

Face-to-face Kids Programs

January	2018	2019	2020	2021	2022
Programs	13	15	12	0	12
Attendees	242	237	260	0	250
Yearly	2018	2019	2020	2021	2022
Programs	146	154	43	91	12
Attendees	4,260	4,201	1,185	2,167	250

Virtual Kids Programs

January	2020	2021	2022
Videos	0	4	0
Views	0	28	0
Yearly	2020	2021	2022
Videos	24	19	0
Views	4,182	230	0

Grab & Go Kits

January	2020	2021	2022
Kits	0	6	0
Taken	0	251	0
Yearly	2020	2021	2022
Kits	38	44	0
Taken	1094	1,699	0

Face-to-face Teen Programs

January	2018	2019	2020	2021	2022
Programs	5	6	5	0	0
Attendees	20	22	32	0	0
Yearly	2018	2019	2020	2021	2022
Programs	47	82	68	13	0
Attendees	481	432	518	81	0

Tween Face-to-Face Programs

January	2020	2021	2022
Programs	2	0	0
Attendees	9	0	0
Yearly	2020	2021	2022
Programs	5	0	0
Attendees	18	0	0

Combined Face-to-Face

January	2020	2021	2022
Programs	0	0	8
Attendees	0	0	32
Yearly	2020	2021	2022
Programs	11	43	8
Attendees	77	370	32

Virtual Teen & Tweens

January	2020	2021	2022
Videos	0	2	0
Views	0	26	0
Yearly	2020	2021	2022
Videos	12	6	0
Views	1,591	95	0

Grab & Go

January	2020	2021	2022
Kits	0	4	0
Taken	0	55	0
Yearly	2020	2021	2022
Kits	13	24	0
Taken	152	409	0

The library is going to continue to hold combined tween/teen programs at this time due to being short staffed and because both age groups enjoy the programs.

Face-to-face Adult Programs

January	2018	2019	2020	2021	2022
Programs	13	14	11	3	6
Attendees	52	88	54	17	27
Yearly	2018	2019	2020	2021	2022
Programs	175	157	42	63	6
Attendees	1,009	1,343	214	351	27

Virtual

January	2020	2021	2022
Videos	0	0	0
Views	0	0	0
Yearly	2020	2021	2022
Videos	18	1	0
Views	4,972	20	0

Device Advice

January	2019	2020	2021	2022
Sessions	*	*	7	9
Yearly	125	51	81	9
Grab & Go				
December	*	*	0	0
Yearly	*	*	0	0

The library is not going to continue to hold senior art classes as the teacher has moved away. In addition, the library is not going to hold the brush pen lettering class due to low attendance numbers.

Interlibrary Loan Services

January	2018	2019	2020	2021	2022
Borrowed	71	58	53	59	27
Loaned	31	37	20	12	66

Yearly Interlibrary Loan Services

2018	2019	2020	2021	2022
690	690	534	673	27
410	410	151	226	66

January	R.E.A.D.S
Adults	1832
Juvenile	158

Yearly Totals	2018-2019	2018-2019	2019-2020	2020-2021	2021-2022
Adults	15,773	21,138	23,138	19,466	12,521
Juvenile	725	1,430	1,189	1,032	1,257

The READS statistics come from the state.

CITY COURT REPORT

January 2022

CITATIONS

TOTAL MONIES COLLECTED FOR THE MONTH	\$3,613.50
TOTAL MONIES COLLECTED YTD	\$52,764.96

STATE FINES

TOTAL MONIES COLLECTED FOR MONTH	\$982.79
TOTAL MONIES COLLECTED YTD	\$12,164.84

TOTAL REVENUE FOR MONTH	\$4,596.29
TOTAL REVENUE YTD	\$64,929.80

DISBURSEMENTS

LITIGATION TAX	\$318.12
DOS/DOH FINES & FEES	\$152.00
DOS TITLE & REGISTRATION	\$114.00
RESTITUTION/REFUNDS	\$0.00
ON-LINE CC FEES	\$0.00
CREDIT CARD FEES	\$0.00
WORTHLESS CHECKS	\$0.00
TOTAL DISBURSEMENTS FOR MONTH	\$584.12
TOTAL DISBURSEMENTS YTD	\$8,818.32

ADJUSTED REVENUE FOR MONTH	\$4,012.17
TOTAL ADJUSTED REVENUE YTD	\$56,111.48

DRUG FUND

DRUG FUND DONATIONS FOR MONTH	\$166.25
DRUG FUND DONATIONS YTD	\$3,589.10

Offenses Convicted & Paid For Month	Count	Paid
Following Too Close		
Financial Responsibility Law	8	\$307.50
Registration Law	12	\$565.00
Improper Equipment		
Texting/Hands Free Law	1	\$61.00
No Passing/One Way	1	\$55.00
DL Exhibited		
Red Light	4	\$285.00
General-Miscellaneous	3	\$20.00
Stop Sign	3	\$187.50
Speeding	15	\$1,392.50
Seat Belt-Child Restraint	4	\$60.00
Failure To Yield	2	\$172.50
Exercise Due Care	6	\$502.50
Improper Passing		
Total	59	\$3,608.50

RESOLUTIONS....

RESOLUTION 22-02

**A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, ADOPTING SECTION 125
PREMIUM ONLY PLAN FOR PLAN YEAR ENDING MARCH 31, 2023.**

WHEREAS, the undersigned Secretary or Principal of the City of White House (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on February 18, 2021, and that such resolutions have not been modified or rescinded as of the date hereof;

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

Section 1. The form of Amended Section 125 Cafeteria Plan effective April 1, 2022 presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

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

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

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

Adopted this 17th day of February 2023.

Farris H. Bibb, Jr., Mayor

ATTEST:

Derek Watson, City Recorder

Adoption Agreement (2022)

For City of White House

Section 125 Premium Only Plan

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

1. **Name of Employer:** City of White House
2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **April 1, 2022**.
3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective October 1, 2004.
4. **Plan Year:** The Amended Plan year shall begin on **April 1, 2022**, and end on **March 31, 2023**. Future plan years will be based on the same twelve-month period beginning each **April 1** and ending each **March 31**.
5. **Plan number:** 520
6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
 - a. ☒ (X) State of Tennessee
 - b. ☐ () Commonwealth of
7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
 - **Health Insurance and Voluntary Plans.** Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned insurance policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
 - **Group-Term Life Insurance up to \$50,000.** The \$50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides \$20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to \$30,000 of additional coverage. However, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is de minimis.
 - **Disability Plan.** Short-term and long-term disability policies. If payroll deducted on a pre-tax basis, any future benefits received will be taxable to the employee.
 - **Health Savings Account (HSA).** Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by _____
City of White House

Plan Document

As Amended and Restated for 2022

For City of White House

Section 125 Premium Only Plan

Introduction

Article I Definitions

Article II Participation

Article III Contributions to the Plan

Article IV Benefits

Article V Participant Elections

Article VI Health Savings Account Program

Article VII Administration

Article VIII Amendment or Termination of Plan

Article IX Miscellaneous

Introduction

The Employer has adopted this Plan to allow Employees to choose between cash compensation and certain benefits based on their own particular goals, desires and needs.

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

Article I — Definitions

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

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

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

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

1.5 “Compensation” means the compensation received by the Participant from an Affiliated Employer during a Plan Year prior to any reductions pursuant to a Salary Redirection Agreement authorized hereunder.

1.6 “Dependent” means for purposes of the Premium Only Plan, any individual who is defined as a dependent (within the meaning of Code Section 152(f)(1) who has not attained age 27 as of the end of the taxable year or Qualifying Relative who qualifies as a dependent under an Insurance Contract or under Code Section 152 (as modified by Code Section 105(b)), as applicable.

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

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

1.7 “Effective Date” means the effective date as specified in Item 2 of the Adoption Agreement.

1.8 “Election Period” means the period immediately preceding the beginning of each Plan Year established by the Administrator for the election of Benefits and Salary Redirections, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee’s initial Election Period shall be determined pursuant to Section 5.1.

1.9 “Eligible Employee” means any Employee who has satisfied the provisions of Section 2.1.

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

1.10 “Employee” means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

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

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

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

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

1.15 “Insurance Contract” means any contract issued by an Insurer underwriting a Benefit.

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

1.17 “Insurer” means any insurance company that underwrites a Benefit under this Plan.

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

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

1.20 “Plan” means this instrument, including all amendments thereto.

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

1.22 “Premium Expenses” or “Premiums” mean the Participant’s cost for the insured Benefits described in Section 4.1.

1.23 “Qualifying Child” means an individual who, unless otherwise described under Code Section 152(b):

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

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

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

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

1.26 “Salary Redirection” means the contributions made by Participants for benefits pursuant to Section 3.1.

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

1.28 “Spouse” means spouse as determined under the Internal Revenue Code.

1.29 “Uniformed Services” means any branch of the armed services when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

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

Article II — Participation

2.1 Eligibility

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

2.2 Effective Date of Participation

(a) With respect to Benefits described in 4.1 An Eligible Employee shall become a Participant effective as of the later of the date on which he satisfies the requirements of Section 2.1 or the Effective Date of this Plan.

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

2.3 Application to Participate

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

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

2.4 Termination of Participation

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

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

2.5 Termination of Employment

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

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

Article III — Contributions to the Plan

3.1 Salary Redirection

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his Compensation during a Plan Year by an amount determined necessary to purchase the elected Benefit. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the date the Employee began participating in the Plan up to and including the last day of the Plan Year.

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

3.2 Application of Contributions

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

3.3 Periodic Contributions

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

Article IV — Benefits

4.1 Benefit Options

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

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

4.2 Description of Benefits

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

4.3 Nondiscrimination Requirements

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

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

Article V — Participant Elections

5.1 Initial Elections

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

5.2 Subsequent Annual Elections

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, Salary Redirection Agreement, which Benefit options he wishes to select. With regard to subsequent annual elections, the following options shall apply:

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

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

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

5.3 Failure to Elect

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

5.4 Change in Status

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

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

Regardless of the consistency requirement, if the individual, the individual's spouse, or the individual is dependent becomes eligible for continuation coverage under the Health Benefit, Dental benefit, or Vision Benefit as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation or the Dependent ceasing to satisfy the eligibility requirements for coverage.

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

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

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

(3) Employment Status: Any of the following events that change the employment status of the Participant, spouse, or dependent: termination or commencement of employment, a strike or lockout, commencement or returns from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, spouse, or dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

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

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

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

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

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

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

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

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

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

(e) Notwithstanding subsection (a), Participants may make a prospective election change to add the Health Insurance Benefit for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent, if such individual(s) lose coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code Section 7701 (a) (40)), the Indian Health Service, or a tribal

organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable benefit package option(s).

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

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

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

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

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

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

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

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

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

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

If, during the period of coverage, a new benefit package option or other coverage option is added (or an existing benefit package option or other coverage option is eliminated) or a significantly improved existing Benefit Package Option is added, then the affected Participants and employees who are otherwise eligible under the Plan may elect the newly-added or significantly improved option (or elect another option if an option has been

eliminated) prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage.

(j) A Participant may make a prospective election change to add the Health Insurance Benefit for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(k) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Article IV, a participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder. A Participant shall be permitted to change his or her Salary Redirection with respect to the Health Savings Account no less often than monthly.

Article VI - Health Savings Account Plan

6.1 Establishment of Plan

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

6.2 Coordination with Premium Only Plan Benefits

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

Article VII— Administration

7.1 Plan Administration

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

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

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

- (a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain Highly Compensated Participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To keep and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and
- (h) To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.

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

7.2 Examination of Records

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

7.3 Payment of Expenses

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

7.4 Application of Benefit Plan Surplus

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

7.5 Insurance Control Clause

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

7.6 Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith and not negligent.

Article VIII — Amendment or Termination of Plan

8.1 Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant.

8.2 Termination

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

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

Article IX — Miscellaneous

9.1 Plan Interpretation

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

9.2 Gender and Number

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

9.3 Written Document

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

9.4 Exclusive Benefit

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

9.5 Participant's Rights

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

9.6 Action by the Employer

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

9.7 Employer's Protective Clauses

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

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

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

9.8 No Guarantee of Tax Consequences

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

9.9 Indemnification of Employer by Participants

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

9.10 Funding

Unless otherwise required by law, Participant Salary Redirections need not be placed in trust or dedicated to a specific Benefit, but shall instead be held in the general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for

the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

9.11 Governing Law

This Plan is governed by the Code and the Treasury regulations issued there under (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the state or commonwealth specified in the Adoption Agreement.

9.12 Severability

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

9.13 Captions

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

9.14 Continuation of Coverage

Notwithstanding anything in the Plan to the contrary, in the event a Participant, Spouse or Dependent loses coverage under the Premium Only Plan such Participant, Spouse and Dependent will be entitled to continuation coverage as required in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

9.15 Family and Medical Leave Act

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

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

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

9.16 Health Insurance Portability and Accountability Act

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

9.17 Uniformed Services Employment and Reemployment Rights Act

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

9.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

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

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

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

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

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

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

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

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

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

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

(e) **Certification.** By adopting this Plan, the Employer must provide certification to the Plan that it agrees to:

- (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
- (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
- (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

9.19 COMPLIANCE WITH HIPAA SECURITY STANDARDS

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

- (a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

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

(d) **Security Incidents.** The Employer will report to the Plan any security incident, as defined in the HIPAA Security Standards, of which it becomes aware.

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

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

9.21 **GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

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

9.22 **WOMEN'S HEALTH AND CANCER RIGHTS ACT**

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

ORDINANCES....

ORDINANCE 22-01

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 12, CHAPTERS 1, 2, 4, 7, and 9, BUILDING, UTILITY, ETC CODES.

WHEREAS, the City of White House has adopted and enforces a systematic program of building codes known as the International Building Code;

WHEREAS, the various code-setting organizations have combined to form a single set of codes across the United States;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of White House, Tennessee that the following sections of the White House Municipal Code are amended as follows to adopt the new International Codes:

TITLE 12: BUILDING, UTILITY ETC. CODES
CHAPTER 1: BUILDING CODE
SECTIONS: 12-101 AND 12-102

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

Section 12-101. Building code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating the construction, alteration, repair, use, occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenance connected or attached to any building or structure, the International Building Code², 2012-2018 edition, including Appendixes B, C, E, F, and G, as prepared and adopted by the International Code Council, is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the building code.

12-102. Modifications. (1) Whenever the building code refers to the "Chief Appointing Authority" or the "Chief Administrator," it shall be deemed to be a reference to the board of mayor and aldermen. When the "Building Official" or "Director of Public Works" is named it shall, for the purposes of the building code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the building code. Permit fees shall be determined by a fee schedule adopted by the board of mayor and aldermen.

(2) ~~2012-2018~~ International Building Code, Chapter 27, Section 2701 General, Item 2701.1 Scope shall be amended:

2701.1 Scope. This chapter governs the electrical components, equipment, and systems in buildings and structures covered by this code. Electrical components, equipment and systems shall be designed and constructed in accordance with the provisions of the State of Tennessee's current adopted electrical code.

TITLE 12: BUILDING, UTILITY ETC. CODES
CHAPTER 2: PLUMBING CODE
SECTIONS: 12-101

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

12-201. Plumbing code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506 and for the purpose of regulating plumbing installations, including alterations, repairs, equipment, appliances, fixtures, fittings, and the appurtenances thereto, within or without the municipality, when such plumbing is or is to be connected with the municipal water or sewerage system, the International Plumbing Code², 2012-2018 edition, including Appendixes B-F E as prepared and adopted by the International Code Council, is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the plumbing code.

TITLE 12: BUILDING, UTILITY, ETC. CODES
CHAPTER 4: GAS CODE
SECTION: 12-401

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

12-401. Gas code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 and 6-54-502 and for the purpose of regulating gas installations and maintenance, within and without the municipality. This being done to secure interests of public safety, health and general welfare. The International Fuel Gas Code, 2012 **2018** edition including all appendixes, as prepared and adopted by the International Code Council, is hereby adopted and incorporated by reference as part of this code, and is hereinafter referred to as the gas code.

TITLE 12: BUILDING, UTILITY, ETC. CODES
CHAPTER 7: PROPERTY MAINTENANCE CODE
SECTION: 12-701

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

12-701. Property maintenance code adopted. Pursuant to authority granted by Tennessee Code Annotated, the International Property Maintenance Code, 2012 **2018** edition, is hereby adopted and incorporated by reference as part of this code and is hereafter referred to as the property maintenance code.

TITLE 12: BUILDING, UTILITY, ETC. CODES
CHAPTER 9: MECHANICAL CODE
SECTION: 12-901

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

12-901. Mechanical code adopted. Pursuant to authority granted by Tennessee Code Annotated §§ 6-54-501 through 6-54-516 and for the purpose of regulating mechanical installations and maintenance, within and without the municipality. This being done to secure the interest of public safety, health and general welfare. The International Mechanical Code, 2012 **2018** edition, including all appendixes, as prepared and adopted by the International Code Council, is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the mechanical code.

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

First Reading: February 17, 2022

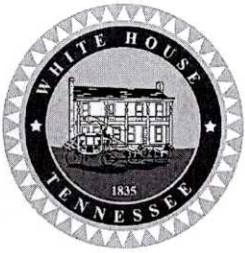
Second Reading: March 17, 2022

Farris H. Bibb, Jr., Mayor

ATTEST:

Derek Watson, City Recorder

PURCHASING....



City of White House Public Works

Memo

To: Public Services Department
From: Andy Cieslak, DPW
Date: February 17th, 2022
Re: Request to Authorize – Design for Stormwater Box Culvert Projects (3)

On this date, February 17th, 2022 I am requesting that the Mayor and Board of Alderman authorize the city to enter into an agreement with CSR Engineering for the design phase improvements to the City's stormwater infrastructure.

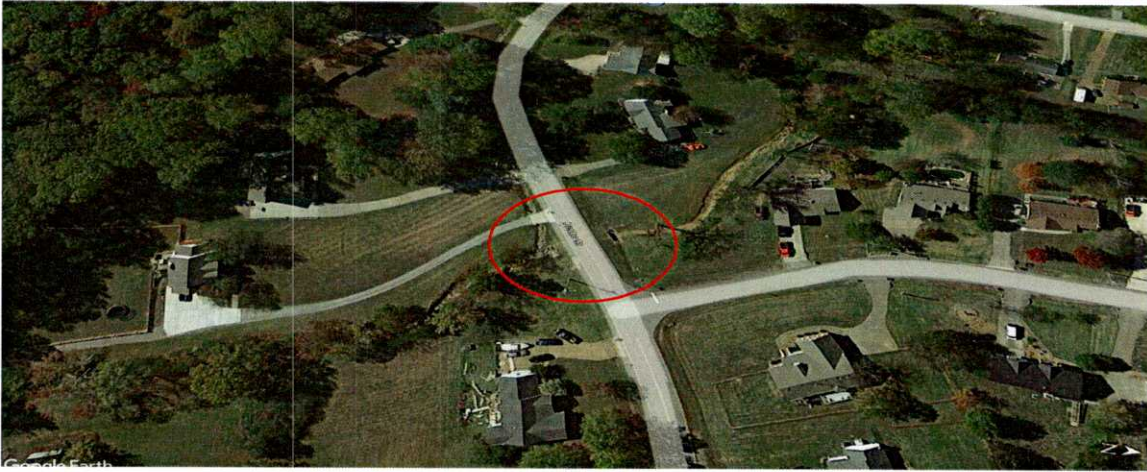
Ultimately the project will consist of demolition/removal of an existing stormwater pipe network, ARAP permits, new roadway and sidewalks (where applicable) and install new box culverts at 3 locations – Hobbs Drive, Apache Trail, & Villages Ct.

The quote from CSR Engineering is for \$30,000.00. Money was allocated/funded in stormwater's contractual services operating budget.

I have attached the CSR's Engineering design quote for your review and consideration

Should you have any questions regarding this request, please feel free to call me at 615-672-3654.

Andy Cieslak
Director of Public Services



Hobbs Drive



Apache Trail



Villages Ct

Andy Cieslak

From: Jason Reynolds
Sent: Wednesday, January 26, 2022 5:43 PM
To: Andy Cieslak
Subject: Project Numbers for Budgets

Andy,

I need to revise our design fee for the Villages Court – there are two structures there plus a lot of adjacent grade work to include in that project. Also, that site will need the ARAP permit shown below. Hobbs should not need the ARAP and Apache may or may not need it but should be planned until we look into that further. Last, we didn't discuss bidding documents --- \$1500 for each of these projects below and would be somewhat less than that if you end up bidding them as one large package bid (all 3 bid together - \$2500).

Budgetary Estimates				
	Design	ARAP Permitting	Construction	
Hobbs	\$5,000	\$0	\$200,000	
Villages Court	\$15,000	\$3,500	\$450,000	
Apache	\$10,000	\$3,500	\$250,000	
			Annual Maint. =	
	Catch up missing		Issues/Error	
	info		Correction	
Sewer GIS	\$10,000			\$10,000
Stormwater GIS	\$15,000			\$5,000
Traffic Signal GIS	\$5,000			\$0

Jason Reynolds, PE
City Engineer Consultant
105 College St.
White House, TN 37188
615-347-4331 (cell)



City of White House Public Works

Memo

To: Public Services Department
From: Andy Cieslak, DPW
Date: February 17th, 2022
Re: Request to Authorize – Annual Brush Grinding Services

On this date, February 17th, 2022 I am requesting that the Mayor and Board of Alderman approve to enter into an agreement with Alternative Energy Products LLC for the Annual Brush Grinding Services.

Under the terms of agreement, line 17, it allows both the city and contractor to extend this agreement by written instrument/contract, signed by both parties. Both parties have agreed to continue for an additional 2 (two) years, at which time will be re-bid.

I've attached the Alternative Energy Products LLC quote and contract for your review and consideration.

Should you have any questions regarding this request, please call me at 615-672-3654.

Andy Cieslak
Director of Public Services

ADDENDUM TO CONTRACT

BETWEEN

City of White House and Alternative Energy Products LLC

The City of White House and Alternative Energy Products LLC entered into contract on December 2nd, 2019 relating to Brush Grinding Services.

The said parties hereby incorporate by reference all the terms and provisions of that said contract, except for the provision below:

The term during which said Agreement is operative shall be extended to include the period from January 31, 2022 to December 31, 2023.

BY: _____

Alternative Energy Products LLC

DATE: _____

BY: _____

City Administrator
City of White House

DATE: _____

**City of White House, TN
Brush Grinding and Removal Contract**

This Agreement made this 2 day of December, 2019 (the "Effective Date") between **The City of White House, Tennessee**, hereinafter referred to as City, and **Alternative Energy Products LLC**, hereinafter referred to as Contractor;

Whereas, the City is a municipal corporation located in Robertson and Sumner Counties, Tennessee with its principal office located at 105 College Street, White House, Tennessee;

Whereas, the Contractor fulfills all requirements made by and is appropriately licensed with the State of Tennessee; and

Now Therefore, it is agreed as follows:

1. The Contractor hereby agrees to provide brush grinding and removal services to the City in accordance with the **bid specifications** which are marked Exhibit A, attached hereto and incorporated herein.
2. The term of the Agreement shall commence on the date both parties sign and shall extend until three (3) years from the Effective Date (the "Term"). The City may terminate this Agreement immediately in the event the Contractor fails to provide the services in the manner required by this Agreement.
3. The Contractor shall provide one (1) service as described in the bid specifications each year, with the first such service being completed on or before December 31, 2019.
4. The Contractor represents that personnel are qualified to perform the services requested by the City and acknowledges that he/she has been provided the necessary information as to the scope of services to the City.
5. Any equipment that is essential to the Contractor's operation must be provided by the Contractor.
6. The City has provided the specifications of the brush grinding and removal services to be provided by the Contractor and has given the necessary information relating to the requirements for these services provided by the Contractor under the Agreement and the Contractor acknowledges understanding of the required services.
7. Contractor shall comply with all applicable United States, state, county and municipal laws and regulations.
8. Contractor must have a business license with the City.
9. Contractor is responsible for any and all work related injuries of its employees and subcontractors.
10. The Contractor shall provide general liability insurance in the minimum amount of one (\$1,000,000) million dollars and name the City of White House as an Additional Insured. Proof of Workers Compensation insurance (if applicable) will be required as evidenced by a certificate. Contractor shall furnish evidence satisfactory to City of all applicable insurance and shall be updated as necessary

during the Term of the Agreement. The insurance certificate shall include the wording that states the City of White House will be notified thirty (30) days prior to cancellation of the coverage or a major change in the coverage provided.

11. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be given or served, and shall not be deemed to have been given or served unless, in writing and delivered personally or forwarded by Certified or Registered Mail, postage prepaid, return receipt requested or by a nationally recognized overnight courier service, or by facsimile accompanied by confirmation notice sent by one of the other prescribed methods, addressed as follows:

To The City of White House:

The City of White House
105 College Street
White House, TN 37188
Attn: Matthew Cole

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

To Contractor:

Alternative Energy Products
P.O. Box 31
Old Hickory, TN 37138

Attn: Terry Reeves
Phone: 615-255-9462 (office) or 615-207-5248 (cell)

Such addresses may be changed from time to time by either party by serving notices as above provided. Notice shall be deemed given when delivered (if by personal delivery, overnight courier or facsimile) or when postmarked (if mailed).

12. This Agreement shall be governed by the laws of the State of Tennessee. If any clause or provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws effective during the Term, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each clause or provision that is illegal, invalid or unenforceable, there will be added as a part of

this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

13. In the event either party is required to incur attorneys' fees and court costs in order to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses therein incurred.
14. Contractor agrees to protect, defend and save the City, its elected officials and appointed officials, agents, employees and volunteers harmless from and against (a) all fines, suits, claims, demands, liabilities and actions (including costs and expenses of defending against all such actions) resulting or alleged to result from any breach, violation or non-performance of any covenant or condition hereby by Contractor and (b) all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments suffered by, recovered from or asserted against City on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Contractor or any of its agents, employees, or contractors or the violation of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Tenant, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises. The foregoing indemnity shall survive the expiration or termination of this Lease. Tenant shall give Landlord immediate notice of any event causing injury to persons or property.
15. This Agreement and any amendments thereto may be executed in any number of counterparts, provided each of the parties hereto executes at least one counterpart; each such counterpart hereof shall be deemed to be an original, but all such counterparts together shall constitute but one agreement. Signatures to this Agreement transmitted by telecopy or e-mail of a .pdf file shall be valid and effective to bind the party to signing. Each party agrees to deliver an executed original to this Agreement with its actual signature to the other party upon request, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or emailed signature and shall accept the telecopied or e-mailed signature of the other party to this Agreement.
16. In all instances where Contractor is required hereunder to do any act at a particular time or within an indicated period, it is understood that time is of the essence.
17. This Agreement and any attached exhibits and riders constitute the entire agreement between City and Contractor and no prior or contemporaneous oral promises or representations shall be binding. **This Agreement shall not be amended, changed or extended except by written instrument signed by both parties hereto.**
18. Waiver by Landlord of any right for any default of the other party shall not constitute a waiver of any right for either a subsequent default of the same obligation or other default.

19. This Agreement has been duly authorized and executed by Contractor, and Contractor has full power and authority to consummate the transaction described herein, and the persons executing this Agreement and all instruments to be delivered to City in furtherance of this Agreement on behalf of Contractor are fully authorized to do so, have the power to bind Contractor and to so act on Contractor's behalf, and are incumbent in the offices which such officer purport to hold.
20. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

[The rest of this page intentionally left blank; signature page(s) follow]

IN WITNESS WHEREOF, the undersigned have executed this instrument
this 2nd day of ~~November~~, 2019,
December

Alternative Energy Products LLC

By: Terry C. Reeves

Print Name: Terry C. Reeves

Title : General Manager

The City of White House

By: Gerald Herman

Gerald Herman, City Administrator



City of White House Public Works

Memo

To: Public Services Department
From: Andy Cieslak, DPW
Date: February 17th, 2022
Re: Request to Authorize – Two GRIDSMART Camera's

On this date, February 17th, 2022 I am requesting that the Mayor and Board of Alderman approve the purchase of two GRIDSMART camera systems for the Public Works Division.

The GRIDSMART system is a public works division CIP approved project.

This system will be purchased as a sole source vendor, so as to be consistent with our existing nine (9) GRIDSMART cameras that are along the same corridor.

The updated quote from GRIDSMART is \$39,677.00. The budgeted amount in the CIP is \$50,000.00.

I've attached the GRIDSMART quote and sole source letter for your review and consideration.

Should you have any questions regarding this request, please call me at 615-672-3654.

Andy Cieslak
Director of Public Services

CUBIC™

GRIDSMART®

October 4, 2021

City of White House, Tennessee
725 Industrial Drive
White House, TN 37188

Dear Mr. Isaiah Manfredi,

The purpose of this letter is to advise that Cubic|GRIDSMART in Knoxville, TN is the sole source provider for GRIDSMART products for White House, TN and the entire state of Tennessee.

The GRIDSMART System has earned our customers' trust, proving itself with over 220 million hours of video processed. A GRIDSMART System includes three powerful components: the SMARTMOUNT Bell Camera, the GS2 Processor with embedded proprietary algorithms, and the GRIDSMART Client.

The SMARTMOUNT Bell Camera delivers the only field-tested, single-intersection sensor empowering tracking through the entire intersection, including the center where vehicles and vulnerable road users cross. This capacity empowers a single-camera 360° horizon to horizon view from the camera where vehicles are tracked and data such as volume, turning movements, vehicle length classification and more.


The following details are important elements of the GRIDSMART system:

- GRIDSMART pioneered the world's first single camera solution for intersection actuation, traffic data collection, and situational awareness.
- With a single GRIDSMART camera, the functionality includes stop-bar and advanced detection with a single camera for multiple approaches along with entry and exit zones for adaptive requirements.
- GRIDSMART is the only available actuation product providing real-time data from any number of approaches with a single sensor / camera.
- GRIDSMART is the only product on the market offering virtual pan-tilt-zoom (PTZ) utility for the entire intersection without moving parts and while maintaining all detection and data collection functionality.
- The GRIDSMART Data Collection system is a turnkey system that can be deployed and setup in 3 hours or less.
- GRIDSMART's SMARTMOUNT2025 is the industry's first holistic fiber solution for intersection detection and actuation. SMARTMOUNT2025 allows for a greater range than traditional Power over Ethernet (PoE) methods, offering up to 2,000 feet of cable without the need for a repeater. Fiber optic lines are virtually impervious to electromagnetic interference (EMI) and deliver flawless communication performance.
- GRIDSMART's Software Modules are independently licensed software components that add flexibility, maximize value, and create simple solutions for diverse needs. Modules are perpetually licensed for your GRIDSMART intersection, regardless of future updates.

gridsmart.com 

gridsmartinfo@cubic.com 

+1 865 482 2112 

10545 Hardin Valley Rd., Knoxville, TN 37932 

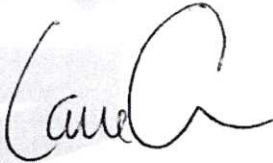
CUBICTM

GRIDSMART.

- GRIDSMART's Streams module enables H.264 streams via RTSP from the GRIDSMART Cameras connected to GS2 Processors. Streams provides an easy way to integrate GRIDSMART cameras into most video management and network video systems.
- GRIDSMART is focused on safety. The capability of being able to "see" the center of the intersection has allowed a unique approach to bike discrimination and other vulnerable road users. GRIDSMART's approach allows safety first and efficiency by default. This is achieved by tracking cyclists and vulnerable road users into and all the way through the intersection, extending the green time until they safely exit.
- GRIDSMART tracking technology enables unique methods for mitigating issues created by shadows and occlusions; two issues commonly experienced with video solutions.
- GRIDSMART is Buy America compliant by fulfilling the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
- GRIDSMART is designed, engineered, and assembled in the USA.

The above qualifications demonstrate why the GRIDSMART solution is uniquely qualified to meet the needs for White House, Tennessee.

Warmest Regards,




GRIDSMART Technologies
Regional Sales Manager

gridsmart.com 

gridsmartinfo@cubic.com 

+1 865 482 2112 

10545 Hardin Valley Rd., Knoxville, TN 37932 



GRIDSMART Technologies Inc.
10545 Hardin Valley Road
Knoxville, TN 37932
USA

Expiration Date 3/31/2022

Quote Date 1/27/2022

Quote Number 00016133

Prepared By Lane Corum
Email lane.corum@cubic.com

Contact Name Isaiah Manfredi
Phone (615) 672-3654
Email imanfredi@cityofwhitehouse.com

Bill To Name White House, TN
Bill To 725 Industrial Dr.
White House, Tennessee 37188
United States

Ship To Name White House, TN
Ship To United States

Product Code	Product	Sales Price	Quantity	Total Price
GS-3-CBL	84" Cable Bracket	USD 167	2.00	USD 334
GS-3-CAT5	Burial Grade Cat5e	USD 505	1.00	USD 505
GS-3-GS2	GRIDSMART GS2 Processor	USD 10,906	2.00	USD 21,812
GS2-TS1-OPT	GS2 Processor TS1 Module	USD 38	2.00	USD 76
GS-3-PFM+	Performance Plus Module	USD 4,400	2.00	USD 8,800
GS-3-SMK	SMARTMOUNT Bell Camera	USD 3,709	2.00	USD 7,418
GS-3-TS1	TS1 Interface Cable	USD 366	2.00	USD 732

Total Price USD 39,677

Grand Total USD 39,677

GRIDSMART will charge a 25% restocking fee on all physical goods and 10% on all software licenses.

I agree to the above pricing and terms, and would like to place the above product on order.

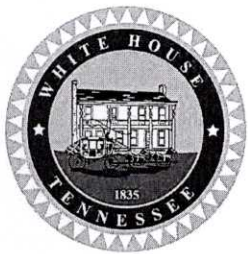
Signature: _____

Printed Name: _____

Title: _____

Date: _____

To help us serve you better, please make sure Purchase Orders reference Part Number(s), Quantity, Pricing, Quotation Number, along with any special instructions or shipping preferences. Please submit via email to orders@gridsmart.com or fax to 865-249-6608. Thank you.



City of White House Public Works

Memo

To: Public Services Department
From: Andy Cieslak, DPW
Date: February 17th, 2022
Re: Request to Authorize – Installation of Fence

On this date February 17th 2022, I am requesting that the Mayor and Board of Alderman authorize the city to enter into an agreement with Stubbs Construction Services LLC for the installation of a new fence at the Treatment facility.

Department of Environment and Conservation Division of Water Resources Design Criteria specifies a fence should surround all wastewater treatment plants. The Division recommends a fence of metal fabric that is at least six feet high and of a type that is difficult to climb and topped with at least two strands of barbed wire.

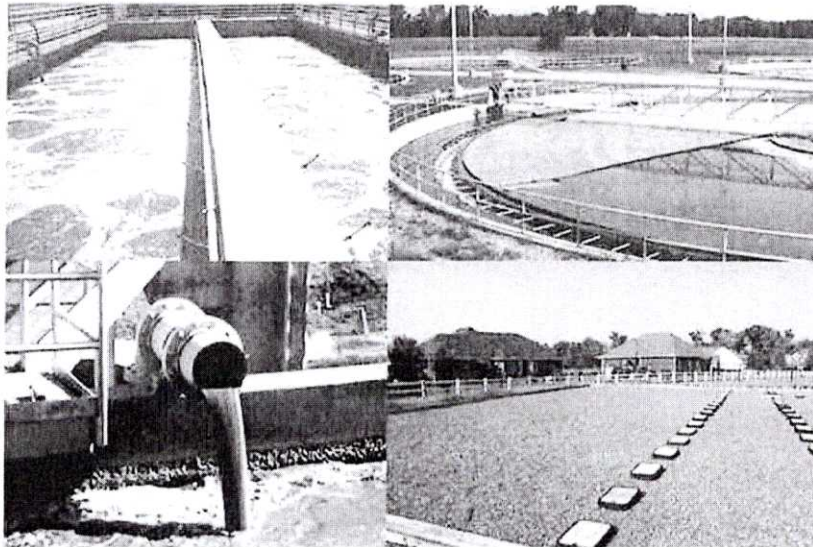
The quote for the fence installation is attached for your review and consideration. City staff has reviewed the sealed bids for responsiveness and responsibility. We are in support of awarding to the lowest responsive and responsible bidder, Stubbs Construction, in the amount of \$85,750.00.

Should you have any questions regarding this request, please feel free to call me at 615-672-3654.

Andy Cieslak
Director of Public Services



Design Criteria for Review of Sewage Works Construction Plans and Documents



Effective Date: November 1, 2017

Document No.

DWR-NPDES/SOP-G-01-WW Design Criteria Chapter 1-110117

**Department of Environment and Conservation
Division of Water Resources**

<https://www.tn.gov/environment/program-areas/wr-water-resources-home.html>



DWR-NPDES/SOP-G-01-WW Design Criteria Chapter 1-110117
Design Criteria for Review of Sewage Works Construction Plans and Documents
Chapter 1

the municipality, sewer district, institution, or other owner, the owner's signature of approval, and the seal and signature of the design engineer. The title should show the scale in feet, the north direction, and the date. The cover sheet and all other sheets should bear a general title and be logically numbered. Appropriate subtitles should be included on plan sheets.

The plans should be clear, legible, and drawn to a scale that shows clearly all necessary information. The size of the plans should be approximately 24 inches by 36 inches or larger. Appendix 1-G provides details on copies and formats of submissions. A location map must be included with each set of plans. The cover letter or letter of transmittal should clearly indicate the system and design engineer with addresses. Appendix 1-D-2 provides information to be included in cover letters to assist in expeditious logging in and processing of submittals. If there is any doubt on the forms of the engineering documentation to be submitted, refer to the minutes of the preliminary project discussion meeting and/or check with the Division.

Detail plans should include plan views, elevations, sections, profiles, and supplementary views. Plans should also specify dimensions and relative elevations of structures, the location and outline form of equipment, location and size of piping, water levels, ground elevation, and erosion control facilities.

A fence should surround all wastewater treatment plants. The Division recommends a fence of metal fabric that is at least six feet high and of a type that is difficult to climb and topped with at least two strands of barbed wire. The exceptions to this type of fencing are lagoons and land application systems. Such treatment plants can use livestock fence, if a sufficient number of signs are attached which contain a warning against trespassing and indicate that the fenced area is used for treating wastewater. Generally, pumping stations should be fenced similarly to plants with the exception that the entrance tube to "canned" lift stations need not be fenced.

The designer is encouraged to refer to the latest versions of the *Criteria* Appendices to this chapter for checklists and policy and to the accompanying chapters concentrating on specific types of projects and unit processes.

1.3.1.1 Plans of Sewers

The plans should show the location, size, and direction of flow of all proposed and existing sewers draining to the concerned treatment facility. Hydraulic calculations are required for all lines in the project if the submittal is to be deemed complete. The Division requires the clear showing of topography and elevations, both existing and proposed, and all bodies of water (including direction of flow and high water elevations). Hydraulic calculations for pumping stations should take into consideration existing loading plus anticipated future growth as well as projected loading from the proposed extension. All gravity conveyances should be depicted at one inch equal to 50 feet

CITY OF WHITE HOUSE

INVITATION FOR BID WASTEWATER FACILITY FENCE

PUBLIC SERVICES DEPARTMENT

725 INDUSTRIAL DRIVE

WHITE HOUSE, TN 37188

PHONE: 615-672-3654 Extension 5102 CELL: 615-626-9182

NON-MANDATORY PRE-BID: Wednesday,
January 19, 2022 @ 10:00 am

**BIDS WILL BE RECEIVED UNTIL
THURSDAY, JANUARY 27, 2022
@ 8:30am**

TO BIDDER:

PLEASE QUOTE YOUR LOWEST PRICE, BEST DELIVERY DATE, CASH DISCOUNT TERMS, AND F.O.B. POINT FOR THE FOLLOWING. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE QUOTED. UNLESS OTHERWISE STATED, ALL BIDS ARE CONSIDERED TO BE FIRM QUOTATIONS FOR A PERIOD OF 30 DAYS FROM DATE OF QUOTATION DUE DATE. PLEASE BID ON THIS FORM AND RETURN IT MARKED "NO BID" IF YOU CANNOT BID IN ORDER TO REMAIN ON THE CITY'S VENDOR LIST.

FIRM'S NAME: Stubbs Construction Services LLC

ADDRESS: 2433 Cook Rd, Crossville, TN 38571

TELEPHONE: 931-787-1313 FAX: EMAIL: john@stubbsllc.com

NAME: John Stubbs TITLE: Owner

DATE 1/25/2022

SIGNATURE

GRAND TOTAL: \$85,750.00

DELIVERY TIME/PROJECT DATE IF APPLICABLE: 90 Days to Completion



City of White House, Tennessee

Planning and Codes Department

105 College Street • White House, TN 37188

www.cityofwhitehouse.com/yourgovernment/planning-and-codes

Phone (615) 672-4350 ext. 2121 • Fax (615) 616-1050

"Valuing our Future while Protecting our Heritage"

Memo

To: Board of Mayor and Alderman

From: Ceagus Clark, Director of Planning & Codes

Date: 2/17/2022

Re: Request to Purchase 2022 Energov Civic Service Extensions and Energov e-Reviews

I am requesting that the Mayor and Board of Alderman approve the purchase of a the Energov software extensions. These extensions will be an upgrade to the Planning and Codes existing permitting software, which will give those doing business in White House the ability to apply for permitting and upload plan submittals. It will enhance the staff review process across all departments. In the past we relied on a system known as 'Dropbox, and email to disseminate plans. These are not secure and are not cost-effective methods.

This purchase is an approved Planning and Codes CIP project.

The budgeted amount in the CIP is \$49,740. The actual quoted amount is \$43,050

I have attached the software quote for your review and consideration. Should you have any questions regarding this request, please call me at

Please call or email with any questions regarding this request.

615-672-4350 Ext 2119

Ceagus Clark
Director, Planning and Codes



Quoted By:
Quote Expiration:

Josh McKelvey
6/25/22
CSS, eReviews, Tyler Payments, No
PACE, CSAM, or HTML5 Upgrade
Training

Quote Name:

Sales Quotation For:

City of White House
105 College St
White House TN 37188-9086
Phone: +1 (615) 616-1020

Tyler SaaS - SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Civic Services Extensions				
EnerGov e-Reviews		\$ 833	1	\$ 10,000
Sub-Total:				\$ 10,000
<u>Less Discount</u>				<u>\$ 2,500</u>
TOTAL		1		\$ 7,500

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
-------------	----------	------------	----------------	-------------

Professional Services

Professional Implementation Services - Remote	164	\$ 185	\$ 30,340	\$ 0
Project Management Services	28	\$ 185	\$ 5,180	\$ 0
TOTAL:			\$ 35,520	\$ 0

Transaction Fees**Description**

Tyler Payments

EnerGov Tyler Payments

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

Total SaaS

\$ 7,500

Total Services

\$ 35,520

\$ 0

Total Third-Party Hardware, Software, Services

\$ 0

\$ 0

Summary Total**\$ 35,520****\$ 7,500****Contract Total****\$ 43,020**

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

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

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users to be purchased separately by Client.

Proposed Software:

EnerGov Citizen Self Service for Community Development

CAP SaaS Fee included in current SaaS agreement. CAP SaaS Fee will be "EverGreened" to EnerGov CSS - Community Development SaaS Fee as part of this agreement. No new software fee for CSS.

EnerGov Payments (online only)

Online credit card and ACH payment processing for EnerGov CSS. Customer will absorb payment processing fees. See attached for fee schedule. No additional software fees. No implementation fees.

eReviews

Paperless plan reviews process integrated with BlueBeam Studio Prime

BlueBeam Studio Prime licenses not included. Must be purchased separately by a licensed BlueBeam reseller if not already owned by City of White House, TN.

Proposed Services:

Up to 164 Remote Professional Implementation Services for the following:

- Implementation of EnerGov CSS for Community Development (60 hours)
- Implementation of the EnerGov-Incode Financials Integration (20 hours)
- Implementation of the EnerGov eReviews software extension (60 hours)
- Implementation Consultant led end user training (24 hours)

Project Management services for the implementation of CSS for Community Development, the EnerGov-Incode Financials Integration, and eReviews processes. (28 hours)

Payer Electronic Payment Costs If passing transaction costs to the payer	
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express for online transactions (service fee) Applied to: <ul style="list-style-type: none"> • EnerGov – online 	3.95% \$6.95 minimum
<u>Payer eCheck Cost</u> – per electronic check transaction	\$1.95
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00

February 17, 2022

MEMORANDUM

To: Board of Mayor and Aldermen
From: Gerald Herman, City Administrator
Re: Change Orders - Sage/McCurdy Turn Lanes

The Sage/McCurdy turn lanes project is currently in progress. There are two change orders (described below) that will need to be addressed.

Change Order #1.

The contractor in their excavating in the area of McCurdy and Sage Road intersection with US31W have discovered that there was a large area of undercut that had soils that would not sustain the weight of the road and traffic. Jason Reynolds, our City Engineer has evaluated the additional material request and the estimated cost of \$98,400.00 and has concurred with the request.

Change Order #2.

This change order would extend the length of the project by approximately 200 feet. This will widen this section of road and square of the intersection of McCurdy at Cedarwood/First Baptist.

We have budgeted \$680,000 for this project. The original contract amount is \$453,411. The total cost of these two change orders is \$144,695. Budget remaining on this project is \$81,894.

If you have any questions, please feel free to reach me at 615-672-4350 option 4.

CHARLES DEWEESE CONSTRUCTION, INC.

EXCAVATION, DRAINAGE, CONCRETE, UTILITY, CRUSHED STONE & ASPHALT CONTRACTORS

765 INDUSTRIAL BYPASS
FRANKLIN, KY 42134
PH. (270) 586-9122
FAX (270) 586-6349



DATE: 28-Jan-22 Request for Change Order

PROJECT: Sage/McCurdy Rd Turning Lanes

CDCI Project #: 21-163

GC: City of White House, TN

COR # 1

Subject: Undercut for Sage Rd

Change Order Quote

UNIT ITEM	Unit	QTY	Unit Cost		Total
Undercut unsuitable soil/waste off-site	CY	750.00	\$ 80.00		\$ 60,000.00
Refill undercut with shot rock	TN	1200.00	\$ 32.00		\$ 38,400.00
				Subtotal	\$ 98,400.00
Change Order TOTAL					\$ 98,400.00

Notes:

Exclusions:

1

Prepared By: Chad Emmitt

EXCAVATION, DRAINAGE, CONCRETE, UTILITY, CRUSHED STONE & ASPHALT CONTRACTORS



Charles Deweese Construction

Change Order Quote

Prepared By: Chad Emmitt

OTHER BUSINESS...

February 17, 2022

MEMORANDUM

To: Board of Mayor and Aldermen

From: Derek Watson, City Recorder

Re: Board Appointments

Listed below is the board reappointment for FY22. Mayor Bibb requests that the Board approve his appointments.

Appointments

Planning Commission

1. Dolly Peay – June 2023
2. Tim Murphy – June 2022

Library Board

1. Carter Beck – June 2023

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

Reference: Cigna HealthCare of TN,
Delta Dental of TN,
Infinisource

Willis Towers Watson (WTW) continuously evaluates the market for the employee benefits program for The City of White House. The evaluation is based on Market Segment (# of employees), Plan Design, Network Access and Funding Options. This methodology, along with the experience in the market, allows WTW to provide a thorough review of the program and finalize recommendations.

WTW is making the recommendation to continue coverage of the medical health plan through Cigna HealthCare (details on this recommendation are outlined in the following paragraphs). In addition to the medical plan, WTW has reviewed the ancillary benefits which include Dental(Delta Dental), Vision(CIGNA), Long Term Disability (CIGNA), Life/AD&D(CIGNA) and Short Term Disability (Madison National). There were no changes in cost for the 2022 – 2023 policy year for the ancillary products, therefore WTW's recommendation would be to renew all ancillary lines with the current carriers.

Cigna HealthCare has assessed the annual claims data and cost for the current policy year and concluded that a 9% (\$165,948) increase to the medical premiums would be warranted.

The WTW financial team reviewed the renewal along with the recommendation from Cigna HealthCare and suggested the plan would be over-funded and subsequently asked for a rate hold for the 2022-2023 plan year. Cigna HealthCare has agreed to our recommendation and will hold the premium for the forthcoming plan year.

In summary, we are pleased to report that The City of White House will receive a rate pass for all products for the 2022-2023 plan year.

Please feel free to contact me with any additional questions.

Regards,



Todd Harrison
Director of Health and Benefits
Willis Towers Watson

February 17, 2022

MEMORANDUM

To: Board of Mayor and Aldermen
From: Gerald Herman, City Administrator
Re: Ethics Inquiry

Mr. Sam Matthews a resident of White House has asked our City Attorney to investigate any ethical or criminal offenses that may have occurred with the Safe Harbor developments in the City of White House.

Title 4 Chapter 6 Code of Ethics covers the process for a member of the Board of Alderman to be investigated:

4-610: Ethics Complaints.

c. When a complaint of a violation of any provision of this chapter is lodged against a member of the municipality's governing body, the governing body shall either determine that the complaint has merit, determine that the complaint does not have merit, or determine that the complaint has sufficient merit to warrant further investigation. If the governing body determines that a complaint warrants further investigation, it shall authorize an investigation by the city attorney or another individual or entity chosen by the governing body.

Below are the ordinances and resolutions referenced in the letter from Mr. Matthews. These are all public hearing and second reading votes. Mayor Arnold did abstained from voting on the ordinance related to the rezoning of his property from low density to medium density.

In regard to the Dorris farm and the Jackson farm Mayor Arnold voted last in each case and his vote would not have changed the outcome. To my knowledge, nor did Mayor Arnold acknowledge to me that he had any financial interest in these two properties. In addition no one in the public hearings accused the Mayor of any wrong doing during their public comments.

Dorris Farm/Safe Harbor: July 16, 2020

Public Hearing:

Resolution 20-14: A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House. Second Reading ***No one spoke for or against.***

Ordinance 20-12: An ordinance amending the Zoning Ordinance regarding Planned Unit Development, Article V, Section 5.056.5, Residential Planned Development. Second Reading ***Mr. Ronnie Dyer of White House spoke against Ordinances 20-12 and 20-13.***

Ordinance 20-13: An ordinance amending the Zoning Map from Sumner County Rural Residential to SRPUD, Suburban Residential Planned Unit Development on Tyree Springs Rd. Second Reading ***Ms. Kathy Peay of White House spoke against Ordinance 20-12.***

Consideration of Resolutions:

Resolution 20-14: A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House. Second Reading Motion was made by Ald. Decker, second by Aid. Bibb to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Aid. Corbitt - aye; Aid. Decker — aye; Ald. Hutson - aye; Mayor Arnold - aye. Motion was approved. Resolution 20-14 was approved on Second Reading.

Consideration of Ordinances:

Ordinance 20-13: An ordinance amending the Zoning Map from Sumner County Rural Residential to SRPUD, Suburban Residential Planned Unit Development on Tyree Springs Rd. Second Reading Motion was made by Aid. Bibb, second by Aid. Decker to approve. A roll call vote was requested by Mayor Arnold: Aid. Bibb - aye; Aid. Corbitt - aye; Aid. Decker — aye; Aid. Hutson - aye; Mayor Arnold - aye. Motion was approved. Ordinance 20-13 was approved on Second Reading,

Former Mayor Michael Arnold/Safe Harbor Re-zoning request: December 17, 2020

Public Hearing:

Ordinance 20-28: An ordinance to amend the Zoning Map from R-20 Low Density to R-15 Medium Residential District on Marlin Road. Second Reading. No one spoke for or against.

Consideration of Ordinance:

Ordinance 20-28: An ordinance to amend the Zoning Map from R-20 Low Density to R-15 Medium Residential District on Marlin Road. Second Reading. Motion was made by Aid. Bibb, second by Aid. Decker to approve. A roll call vote was requested by Mayor Arnold: Aid. Bibb - aye; Aid. Corbitt - aye; Aid. Decker — aye; Aid. Hutson - aye; Mayor Arnold - abstained. Motion was approved. Ordinance 20-28 was approved on Second Reading.

Jackson Farm/Safe Harbor July 15, 2021

Public Hearing:

Resolution 21-12: A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House. Second Reading. ***Mr. Sam Matthews of White House spoke against Resolution 21-12 and Ordinance 21-11.***

Ordinance 21-11: An ordinance amending the Zoning Map from Robertson County Rural Residential to SRPUD, Suburban Residential Planned Unit Development on Bill Moss Road. Second Reading. ***Ms. Karen Wair of White House spoke against Ordinance 21-11. Mr. Rodney York of White House spoke against Ordinance 21-11. Ms. Nicole Taylor of White House spoke against Ordinance 21-11.***

Consideration of Resolutions:

Resolution 21-12: A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House. Second Reading. Motion was made by Aid. Decker, second by Aid. Bibb to discuss. After discussion, a roll call vote was requested by Mayor Arnold to approve or deny: Aid. Bibb - aye; Aid. Corbitt - no; Aid. Decker — aye; Aid. Hutson - aye; Mayor Arnold - aye. Resolution 21-12 was passed on Second Reading.

Consideration of Ordinance:

Ordinance 21-11: An ordinance amending the Zoning Map from Robertson County Rural Residential to SRPUD, Suburban Residential Planned Unit Development on Bill Moss Road. Second Reading. Motion was made by Aid. Bibb, second by Aid. Decker to approve. A roll call vote was requested by Mayor Arnold: Aid. Bibb - aye; Aid. Corbitt - no; Aid. Decker — aye; Aid. Hutson - aye; Mayor Arnold - aye. Motion was approved. Ordinance 21-11 was approved on Second Reading.

January 3, 2022

Valerie Webb, City of White House Attorney
105 College Street
White House, TN 37188

VIA ELECTRONIC MAIL

RE: MAYOR MICHAEL ARNOLD

Ms. Webb:

This letter is presented to address concerns regarding Mayor Michael Arnold's potential violation of City of White House Municipal Code Title 4, Chapter 6 "Code of Ethics" and potential criminal offenses by a public official under Tennessee Code Annotated.

Mayor Arnold owned 16.8 acres and a home located at 269 Marlin Road, White House, TN. He acquired the property in 2014. After purchase, the property was annexed into city limits and eventually rezoned R-15 Medium Density Residential per his request. A preliminary plat for a 41 lot single-family development was approved by the City of White House Municipal/Regional Planning Commission on May 10, 2021. The property was sold on July 1, 2021 to Marlin Pointe, LLC for \$680,000.

Marlin Pointe, LLC principal office address is 308 Letterman Road, Knoxville, TN. This is the same principal office address as Safe Harbor Development, LLC. Safe Harbor Development, LLC had a second reading request for annexation and rezoning request before the City of White House Board of Mayor and Aldermen on July 15, 2021. Resolution 21-12 and Ordinance 21-11 received second reading approval on July 15, 2021 to annex and rezone 138.3 acres to Suburban Residential Planned Unit Development (SRPUD) for a 428 single-family lot development. It is noted that Safe Harbor Development, LLC also had Ordinance 20-13 before the City of White House Board of Mayor and Aldermen which received second reading approval on July 16, 2020 to rezone 151.3 acres to Suburban Residential Planned Unit Development (SRPUD) for a 306 single-family lot and 155 attached-unit development.

The sale of his property located at 269 Marlin Road to Marlin Pointe, LLC fourteen days prior to the vote of Resolution 21-12 and Ordinance 21-11 could potentially lead a reasonable person to infer that it affects the official's vote on the measure and produced undue influence. Mayor Arnold did not disclose any interest prior to the vote of Resolution 21-12 and Ordinance 21-11, none were documented in meeting minutes, and he did not recuse himself from voting on the measure.

Citizens elect their governmental leaders and expect them to make objective decisions that benefit the general public and not their personal interest. Public trust in our elected officials is essential for our municipality. Even with Mayor Arnold's resignation scheduled for January 20, 2022, I respectfully request that as the ethics officer for the City of White House you investigate the matter presented per City of White House Municipal Code and Tennessee Code Annotated. I also kindly request any potential criminal offenses be forwarded to the appropriate Tennessee District Attorney.

Best regards,

A handwritten signature in black ink, appearing to read 'S. Matthews', with a stylized flourish at the end.

Sam Matthews
Citizen, City of White House

CC: Gerald Herman, City of White House Administrator

DISCUSSION ITEMS...

OTHER INFORMATION....