

CITY OF WHITE HOUSE Board of Mayor and Aldermen Meeting Agenda April 21, 2022 7:00 p.m.

- 1. Call to Order by the Mayor
- 2. Prayer by Community Pastor
- 3. Pledge by Aldermen
- 4. Roll Call
- 5. Adoption of the Agenda
- 6. Approval of Minutes of the March 17th Board of Mayor and Aldermen meeting and March 24th Study Session
- 7. Welcome Visitors
- 8. Public Hearings
 - Ordinance 22-02: An ordinance to amend the Municipal Code Title 12, Chapter 5 Housing Code, Sections 12-501 and 12-502.
 - b. Ordinance 22-03: An ordinance to amend the Municipal Code Title 7, Chapter 2 <u>Fire Code</u>, Sections 7-201 and 7-205.
- 9. Communication from Mayor, Aldermen, City Attorney, and City Administrator
- 10. AcknowledgeReports

A. GeneralGovernment E. Fire
B. Finance F. Public Services

I. Library/MuseumJ. Municipal Court

C. Human Resources

G. Planning & Codes

D. Police

H. Parks & Recreation

11. Consideration of the Following Resolutions:

- a. Resolution 22-04: Initial Resolution authorizing the incurrence of indebtedness by the City of White House, Tennessee, of not to exceed \$24,000,000, by the execution with the Public Building Authority of the City of Clarksville, Tennessee, of a loan agreement to provide funding for certain public works projects.
- b. Resolution 22-05: Resolution authorizing a loan pursuant to a loan agreement between the City of White House, Tennessee, and the Public Building Authority of the City of Clarksville, Tennessee, in the principal amount of not to exceed \$24,000,000; authorizing the execution and delivery of such loan agreement and other documents relating to said loan; approving the issuance of a bond by such Public Building Authority; providing for the application of the proceeds of said loan and the payment of such indebtedness; consenting to the assignment of the City's obligation under such loan agreement; and, certain other matters.

12. Consideration of the Following Ordinances:

- Ordinance 22-02: An ordinance to amend the Municipal Code Title 12, Chapter 5 Housing Code, Sections 12-501 and 12-502. Second Reading.
- Ordinance 22-03: An ordinance to amend the Municipal Code Title 7, Chapter 2 Fire Code, Sections 7-201 and 7-205. Second Reading.
- c. Ordinance 22-04: An ordinance to amend the fiscal budget for the period ending June 30, 2022. First Reading.
- d. Ordinance 22-05: An ordinance to amend the Zoning Map and resubdivide land from R-20 Low Density Residential to NCRPUD, Neighborhood Center Residential Planned Unit Development on Raymond Hirsch Parkway. First Reading.
- e. **Ordinance 22-06**: An ordinance to amend the Zoning Ordinance to provide amendment to Article 5, Section 5.056.7, Design Development Standards. *First Reading*.
- f. **Ordinance 22-07**: An ordinance to amend the Zoning Ordinance to provide an amendment to Article 4, Section 4.203, Development Standards for Campgrounds. *First Reading*.

13. Purchasing:

- To approve or reject the bid of \$37,500 from Cobblestone Installation for fencing at the Hillcrest Cemetery. The Parks and Recreation Director recommends approval.
- b. To approve or reject the bid of \$89,597 from Sessions Paving for the greenway asphalt paving project. The Parks and Recreation Director recommends approval.
- c. To approve or reject amendment from R.G. Anderson in the amount of \$1,029,118 for the demolition of the Municipal Building and renovation of the gymnasium. The City Administrator recommends approval.
- d. To approve or reject City Administrator Gerald Herman, to enter into an Attorney Agreement with Reynolds, Potter, Ragan, and Vandivort, PLC for an ethics investigation concerning Former Mayor Michael Arnold.

14. Other Business:

- a. Appointment of Ward 2 Alderman
- 15. Discussion Items:
 - a. None
- 16. Other Information:
 - a. None
- 17. Adjournment:

CITY OF WHITE HOUSE Board of Mayor and Aldermen Meeting Minutes March 17, 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 Pastor Greg Young of Cherry Mound Baptist Church.

3. Pledge by Aldermen

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

Roll Call

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

5. Adoption of the Agenda

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

6. Approval of Minutes of the February 17th 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 members voting aye. The February 17th Board of Mayor and Aldermen meeting minutes were approved.

Welcome Visitors

Mayor Bibb welcomed all visitors.

- 8. Public Hearings
 - a. **Ordinance 22-01:** An ordinance to amend the Municipal Code Title 12, <u>Building, Utility, Etc Codes</u> Chapters 1, 2, 4, 7 and 9.

No one spoke for or against.

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

Mayor Bibb thanked City Administrator Gerald Herman and City staff for all the work that went into the budget retreat earlier in the month.

City Administrator Gerald Herman stated that the town center water line construction is still progressing. Mr. Herman continued that Phase 1 and 2 will be complete when the Community Center is connected and meets water purification testing. Mr. Herman noted that Phase 3 will begin immediately thereafter.

City Administrator Gerald Herman discussed that the design plans for the tennis courts are in final review by CSR Engineering staff. Mr. Herman stated that the project should be out to bid by the end of this month.

City Administrator Gerald Herman mentioned that RG Anderson has requested an extension to the end of April to get substantial completion for the Community Center. Mr. Herman continued that most of the internal work is finished. Mr. Herman noted that the project is waiting on three hard copper AT&T lines to be installed to connect the fire alarm, elevator, and wheelchair lift in the board conference room. Mr. Herman discussed that furniture should be installed during the month of May. Mr. Herman continued that staff should be able to occupy the building in early June. Mr. Herman mentioned that the first official meeting in the building will be the Board of Mayor and Aldermen meeting on June 16th. Mr. Herman announced that there will be a ribbon cutting, time capsule internment, Don Eden Community Room dedication, and an open house on the same day ending with the Board meeting at 7:00pm. Mr. Herman noted that the program is tentatively starting at 5:00pm. Mr. Herman continued that more details will be posted as the date gets closer.

City Administrator Gerald Herman stated that the construction continues on the sewer plant expansion project. Mr. Herman passed out the daily log from the previous day so that the Board can see some of the progress made on the project.

City Administrator Gerald Herman passed out Nashville Area Chamber of Commerce's Vital Signs study that was given out at his GNRC meeting the day prior. Mr. Herman mentioned that the study is an annual publication. Mr. stated that there was much discussion at the GNRC meeting concerning a projection that 200,000 more people will locate to middle Tennessee within the next five years. Mr. Herman noted that the high demand for housing and the shortage of supply is causing housing costs to go up. Mr. Herman continued that 41.9% of respondents to the survey spend more than 30% of their household income on paying mortgage or rent. Mr. Herman mentioned that anything over 30% is considered housing cost burdened. Mr. Herman concluded that more housing supply is needed, and that an additional 200,000 people would require 70,000 to 80,000 new units in the area. Mr. Herman stated that this information prompted much discussion amongst city leaders who are under much stress from voters not wanting more growth. Mr. Herman noted that there is no clear solution given right now.

10. AcknowledgeReports

A. GeneralGovernment

E. Fire

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

11. Consideration of the Following Resolutions:

a. **Resolution 22-03:** A resolution to support restoring the historic revenue sharing relationship between the State of Tennessee and its local governments and to return the local share of the single article cap to local governments.

Motion was made by Ald. Decker, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Resolution 22-03 was approved.**

12. Consideration of the Following Ordinances:

a. **Ordinance 22-01:** An ordinance to amend the Municipal Code Title 12, <u>Building, Utility, Etc Codes</u> Chapters 1, 2, 4, 7 and 9. *Second Reading*.

Motion was made by Ald. Hutson, second by Ald. Decker to approve. A roll call vote was requested by Mayor Bibb: Ald. Corbitt - aye; Ald. Decker – aye; Ald. Hutson - aye; Mayor Bibb - aye. Motion was approved. **Ordinance 22-01 was approved on Second Reading.**

		Motion was made by Ald. Hutson, second by Ald. Corbitt to appall members voting aye. Ordinance 22-02 was approved on Fire	
	c.	Ordinance 22-03 : An ordinance to amend the Municipal Code T 201 and 7-205. <i>First Reading</i> .	itle 7, Chapter 2 Fire Code, Sections 7-
		Motion was made by Ald. Hutson, second by Ald. Decker to app all members voting aye. Ordinance 22-03 was approved on Fir	
13.	Purchasi	ing:	
	a.	None	
14.	Other Bu	usiness:	
	a.	None	
15.	Discussi	ion Items:	
	a.	None	
16.	Other In	formation:	
	a.	None	
17.	Adjourn	ment:	
	Meeting	g was adjourned at 7:15 pm.	
			ATTEST:
	Farris H	I. Bibb, Jr., Mayor	Derek Watson, City Recorder

b. Ordinance 22-02: An ordinance to amend the Municipal Code Title 12, Chapter 5 Housing Code,

Sections 12-501 and 12-502. First Reading.

CITY OF WHITE HOUSE

Board of Mayor and Aldermen Minutes Study Session March 24, 2022 6:00 p.m.

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1.	Call	+0	Ondon	1	+1	Mayor
1.	Call	LO	Order	DV	ine	viavor

Meeting was called to order at 6:00 pm.

2. Roll Call

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

3. Adoption of the Agenda

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

4. New Business

a. Interview of Applicants for Ward 2

Mayor Bibb introduced Human Resources Director Amanda Brewton who would be the facilitator for the interview process of the applicants. The following applicants where present for interview process: Ms. Rebecca Johnson, Ms. Stephanie Mitchell, Mr. Carlos Payne, and Ms. Jana Singer Spicer.

Ms. Brewton asked each applicant the same question prior to moving on to another question. Ms. Brewton selected a different applicant to go first for each question asked. Applicants were given two (2) minutes per question to respond. Applicants were also given two (2) minutes at the end of the interview process to provide a closing statement to the Board of Mayor and Aldermen.

Ms. Brewton and the Board of Mayor and Aldermen thanked the applicants for taking the time to be interviewed.

5. Adjournment

Meeting was adjourned at 6:51 pm.

	ATTEST:
Farris H. Bibb, Jr., Mayor	Derek Watson, City Recorder

REPORTS....

Administration

City Administrator Gerald Herman attended the following meetings this month:

- March 2:
 - o GNRC TCC Meeting
- March 3:
 - Rotary Fire Banquet
 - o Leisure Service Board Meeting
- March 8:
 - o Beer Board Meeting
- March 9:
 - Community Center Walkthrough
- March 10:
 - o Board of Mayor and Alderman Budget Retreat
 - Library Board Meeting
- March 14:
 - o TML Legislative Conference
 - o Planning Commission
- March 15:
 - o TML Legislative Conference
- March 16:
 - o GNRC Transportation Policy Board
- March 17:
 - o Board of Mayor and Alderman Meeting
- March 21:
 - o Coronavirus State and Local Fiscal Recovery Funds Reporting Overview Webinar
- March 22:
 - County Candidate Forum
- March 23:
 - Economic Development Team Meeting
- March 24:
 - Walkthrough of Community Event Center
 - White House Progress Meeting
 - Ward 2 Interviews
- March 29:
 - o White House Area Chamber Power Hour at Uncle Johns Diner
- March 31:
 - o White House Area Chamber Casino Royale Chairman's Celebration

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/ icumbered*	% Over (†) or Under (↓) (Anticipated expenditures by this point in the year)
General Fund	\$21,172,626	\$ 15,279,610	↓2.84
Industrial Development	\$77,000	\$ 56,422	↓1.73
State Street Aid	\$550,000	\$ 478,861	↑12.05
Parks Sales Tax	\$2,105,361	\$ 1,092,777	↓23.10
Solid Waste	\$1,175,418	\$ 882,215	↑0.04
Parks Impact Fees	\$16,000	\$ 16,000	↑24.99
Police Impact Fees	\$42,500	\$ 40,494	↑20.27
Fire Impact Fees	\$125,000	\$ 22,069	↓57.35
Road Impact Fees	\$235,000	\$ 235,000	↑24.99
Police Drug Fund	\$4,500	\$ 2,000	↓30.56
Debt Services	\$1,293,500	\$ 98,002	↓67.43
Wastewater	\$16,874,057	\$ 11,932,301	↓4.29
Dental Care	\$70,000	\$ 55,651	↑4.49
Stormwater Fund	\$1,491,663	\$ 847,924	↓18.16
Cemetery Fund	\$78,890	\$ 33,291	↓32.80

^{*}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	105	75	93	119	113					
March	145	106	107	131	142					
April		154	85	138	185					
May		133	82	129	121					
June		47	45	50	52					
Total	1196	1355	1199	1,595	1,813					

Purchase Orders by Dollars	Feb 2022	FY 2022	FY 2021	FY 2020	Total for FY22	Total for FY21	Total for FY20
Purchase Orders \$0-\$9,999	142	1137	1281	1132	\$1,288,570.42	\$1,482,989.65	\$1,275,419.16
Purchase Orders \$10,000-\$24,999	2	21	29	34	\$343,056.65	\$417,161.17	\$551,938.89
Purchase Orders over \$25,000	1	37	45	33	\$11,503437.17	\$11,050,535.17	\$4,035,346.92
Total	105	1,195	1355	1199	\$13,135,064.24	\$12,367,741.04	\$5,862,704.97

Website Management

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

	2021-2022 Update Requests	2020-2021 Update Requests	2019-2020 Update Requests	2018-2019 Update Requests	2021-2022 Page Visits	2020-2021 Page Visits	2019-2020 Page Visits	2018-2019 Page Visits
July	54	15	152	61	32,401	11,536	1,164,517	1,080,668
August	66	20	126	133	25,635	9,145	752,932	835,519
September	48	17	43	22	24,833	8,335	679,248	214,406
October	52	10	78	86	23,816	8,390	386,735	864,091
November	63	174	56	40	23,022	7,587	695,971	812,527
December	39	13	156	82	22,904	17,483	847,724	1,055,111
January	56	108	67	68	26,942	17,123	720,531	934,562
February	52	135	22	40	23,253	19,796	N/A	762,985
March	57	39	85	61	30,026	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	487	884	901	801	232,832	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	9	20	70
March	14	11	69
April		7	41
May		11	29
June		11	36
Total	93	258	369

	44	21	August	54	27	39	
}	19	21	September	46	16	18	
	40	12	October	64	15	40	
	29	13	November	19	20	27	
)	10	15	December	42	27	20	
3	11	23	January	41	18	24	
	20	70	February	41	72	41	
1	11	69	March	38	36	34	
	7	41	April		26	35	
	11	29	May		48	26	
	11	36	June		58	28	
3	258	369	FY Total	383	383	356	
lina or	Language, 11, 201	16					

July

FY22

of Request

38

FY20

of Request

36

FY21

of Request

20

^{*}The app went live on January 11, 2016

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	4	\$150
March	3	\$360
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	7	\$510

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	8	16	18	7	21	6
March	14	12	11	7	17	16
April		17	2	12	25	14
May		25	11	6	26	27
June		31	10	9	23	14
Total	117	200	98	162	266	201

Finance Department March 2022

Finance Section

During March the Finance Office continued scanning thousands of documents to reduce physical document storage space, continued collecting the current year property taxes, continued working on FYE 6/30/2023 budget tasks, and began training / planning for new utility customer application process changes. The cumulative total of real estate and personal property taxes for the 2021 tax year billed is approximately \$5 million. As of March 31st, approximately \$4.84 million (96.8%) of the 2021 property taxes were collected. Members of the Finance Office participated in the following events during the month:

March 1: Bulk shredding pickup for expired documents

March 7-8: Employee open enrollment meetings

March 10: BMA Budget Retreat

March 21: Coronavirus State & Local Fiscal Recovery Funds Reporting Overview Webinar

March 24: MTAS Training – What you need to know about FLSA

March 24: Community Event Center walkthrough

March 29: TDEC American Rescue Plan Notice of Intent planning

March 30: Finance staff meeting

Performance Measures

Utility Billing

	March 2022	FY 2022 Total	FY 2021 Total	FY 2020 Total	FY 2019 Total	FY 2018 Total
New Builds (#)	30	174	357	171	62	102
Move Ins (#)	110	749	737	649	534	553
Move Outs (#)	97	680	743	602	534	576
New customer signup via email (#)	36	307	300	127	104	163
New customer signup via email (%)	26%	33%	27%	15%	17%	25%

Business License Activity

	March 2022	FY 2022 Total	FY 2021 Total	FY 2020 Total	FY 2019 Total	FY 2018 Total
Opened	7	65	76	69	75	72
Closed (notified by business)	0	5	6	10	9	18
Closed (uncollectable)	0	0	0	0	0	199

Accounts Payable

	March	FY 2022	FY 2021	FY 2020	FY 2019	FY 2018
	2022	Total	Total	Total	Total	Total
Total # of Invoices Processed	400	3157	4079	4003	3940	4437

Finance Department March 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	4,424,642	43%
Cemetery Fund	45,261	13,578	279,965	619%
Debt Services	1,217,528	365,258	1,512,107	124%
Dental Care Fund	39,361	11,808	202,751	515%
Roads Impact Fees	105,396	31,619	329,481	313%
Parks Impact Fees	109,476	32,843	349,123	319%
Police Impact Fees	77,976	23,393	336,719	432%
Fire Impact Fees	26,904	8,071	209,552	779%
Industrial Development	76,063	22,819	98,188	129%
Parks Sales Tax	988,260	296,478	945,840	96%
Police Drug Fund	5,048	1,514	34,573	685%
Solid Waste	1,065,400	319,620	554,955	52%
State Street Aid	418,172	125,452	398,817	95%
Stormwater Fund	964,600	289,380	1,428,823	148%
Wastewater	5,579,100	1,673,730	5,686,600	102%

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	9,325,387	↑ 14.59%
Cemetery Fund	45,261	50,413	↑ 36.38%
Debt Services	1,217,528	1,063,492	↑ 12.35%
Dental Care	39,361	29,402	↓ 0.30%
Roads Impact Fees	105,396	99,592	↑ 19.49%
Parks Impact Fees	109,476	82,678	↑ 0.52%
Police Impact Fees	77,976	74,938	↑ 21.10%
Fire Impact Fees	26,904	49,130	↑ 107.61%
Industrial Development	76,063	96,757	↑ 52.21%
Parks Sales Tax	988,260	696,919	↓ 4.48%
Police Drug Fund	5,048	5,580	↑ 35.54%
Solid Waste	1,065,400	824,118	↑ 2.35%
State Street Aid	418,172	342,817	↑ 6.98%
Stormwater Fund	964,600	760,754	↑ 3.87%
Wastewater	5,579,100	4,009,744	↓ 3.13%

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

Human Resources Department March 2022

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

March 01: Chamber of Commerce Board Meeting

March 03: Sumner County Community Clean-Up Day Meeting

March 07: Open Enrollment Meeting for Insurance

Sumner County Community Clean-Up Day Meeting

March 08: Open Enrollment Meeting for Insurance

March 09: Municipal Management Academy Level I Course

March 10: Chamber of Commerce Multi-Business Ribbon Cutting

Board of Mayor and Aldermen Budget Retreat

March 14: TML Legislative Conference

March 15: TML Legislative Conference

March 16: White House Nutrition Ribbon Cutting

March 22: Chamber of Commerce Monthly Luncheon

Stormwater Manager Interviews

March 23: Affordable Tree Service Ribbon Cutting

March 31: Casino Royale Chairman's Celebration

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

	FYE	FYE	FYE	FYE
	2022	2021	2020	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

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

Three-year average: 6.67

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

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

Three-year average:

5.67

Human Resources Department March 2022

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

	FYE	FYE	FYE	FYE
	2022	2021	2020	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

	FYE 2022	FYE 2021	FYE 2020	FYE 2019
January	4	2	2	1
February	2	0	1	0
March	3	0	1	0
April		2	0	0
May		0	2	5
June		3	2	1
Total	14	12	18	11
Percentage	13.59%	11.65%	17.48%	11.34%

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

Three-year average:

13.49%

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

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

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

Three-year average:

4.6667

Meetings/Civic Organizations

Chief Brady attended the following meetings in March: White House Rotary Club (March 3rd, 17th, 24th, and 31st), Department Head Staff Meeting (March 7th and 21st), Robertson County Chief's Meeting (March 8th), Beer Board Meeting (March 8th), Municipal Management Academy (March 9), BMA Budget Retreat (March 10th), Planning Commission (March 14th), Sumner County Drug Task Force (March 16th), Command Staff Meeting (March 17th), and Board of Mayor and Alderman Meeting (March 17th).

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. Susan is still getting proofs for 2021 and working on 2022 proofs also. She will be attending the 2022 LEACT Conference in Chattanooga on April 27-29.

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
February	0	49	16	65
March	15	41.4	0	56.4
Total	15	195.4	16	226.4

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	March 2022	FY 2021-22
Three (3) Officers per Shift	54	417
Four (4) Officers per Shift	8	133

- Acquire and place into service two Police Patrol Vehicles. We ordered three 2021 Police Interceptors
 from Lonnie Cobb Ford. We have received two of the new cars. One car has been striped and both have
 been taken to Truckers Lighthouse for equipment to be installed.
- Conduct two underage alcohol compliance checks during the Fiscal Year 2021-2022.
 Compliance Checks were conducted in March. We had four businesses fail: Colorado Grill, Tavern 76, Love's Truck Stop and Cracker Barrel.
- 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.

Group A Offenses	March 2022	Per 1,000 Pop.	Total 2022	Per 1,000 Pop.
Serious Crime Reported				
Crimes Against Persons	14	1	38	3
Crimes Against Property	25	2	71	5
Crimes Against Society	46	4	111	9
Total	85	7	220	17
Arrests	53		148	

^{*}U.S. Census Estimate 4/1/2020 - 12,982

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.

March 2022	TOTAL 2022
35	89
89	245
20	69
282	692
	35 89 20

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				
2022	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
March	59	5 YTD 10	8%	7% YTD 148

Traffic School: There was no Traffic School in March. **Staffing:**

- · Ofc. Perry Gerome has completed FTO and is on the road
- Ofc. Terry Brown (TJ) is currently in FTO and will be deployed for eight months.
- Ofc. Seth Goodcourage resigned and his last day was March 12th.
- We currently have 5 positions open and are accepting applications. We plan on testing at the end of April.

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

Sumner County Emergency Response Team:

- March 4th, High Risk Search Warrant in Goodlettsville.
- Mach 18th, High Risk Search Warrant in Gallatin.
- March 18th, Cpl. Segerson attended the Monthly training at the Sumner County Range.
- March 28th, ERT responded to a barricaded suspect in Gallatin.
- Mach 28th to April 1st, Cpl. Segerson instructed a Basic SWAT course with Hendersonville and Wilson Co. There were 24 students from 7 different agencies.

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. Tyler Technologies will be providing this capability to our new software in the future.

	2022 CLEARANCE RATE	
Month	Group A Offenses	Year to Date
March		

Communications Section

	March	Total 2022
Calls for Service	1036	2,913
Alarm Calls	47	128

Request for Reports

	March	FY 2021-22
Requests for Reports	21	125
Amount taken in	\$12.75	\$85.80
Tow Bills	\$0.00	\$0.00
Emailed at no charge	17	155
Storage Fees	\$0.00	\$0.00

Tennessee Highway Safety Office (THSO):

- March 6, 2022 Many agencies participated in Operation I65. This was a traffic enforcement effort to combat traffic related fatalities. This operation was on I65 from Alabama to Kentucky.
- March 17, 2022 Sgt. Brisson participated at the Middle, TN Network Coordinator in a DUI checkpoint with Metro Nashville PD and the Tennessee Highway Patrol. The checkpoint was on Murfreesboro Road at the Airport Tunnel.
- On March 22, 2022, THSO had a network meeting at SCEMA and discussed grants and upcoming classes.
- On March 25, 2022, Sgt. Brisson taught a Traffic Safety Class for Wade Lawncare Service employees. Sgt. Brisson spoke on the importance of wearing your seatbelt and the hands free law.

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. Sgt. Enck is instructing 7 D.A.R.E. classes at White House Middle School with approximately 155 students. He teaches classes on Monday and Tuesdays of each week.
- 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. 2022 Citizen's Police Academy was cancelled.
- 4. Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.
 - March 2nd Sgt. Enck instructed a Defensive Tactics class at Tennessee Law Enforcement Academy.
 - March 24th We presented a helmet at Wheels in Motion at H. B. Williams Elementary.
 - March 24th We presented a helmet at Wheels in Motion at White House Heritage Elementary.
 - March 27th Sgt. Enck instructed a S.P.E.A.R.E. class with approximately 20 women.
 - March 31st Sgt. Enck presented a Walmart Employee with a bike to help him with transportation to work.

<u>Special Events:</u> WHPD Officers participated in the following events during the month of March: Nothing at this time.

Upcoming Events:

- Cool off with a Cop (June & July)
- Americana (July 9th)

2022 Pa	rticipation in Jo Events	int Community
	March	Year to Date
Community Activities	5	16



Summary of Month's Activities

Fire Operations

The Department responded to 134 requests for service during the month with 103 responses being medical emergencies. The Department also responded to 14 vehicle accidents; 7 accidents reported patients being treated for injuries, and 7 accidents reported with no injuries and 1 building fire. Of the 134 responses in the month of March there were 22 calls that overlapped another call for service that is 16.42% 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 March from dispatch to on scene time averaged was, six minutes and two seconds (6:02). The average time a fire unit spent on the scene of an emergency call was fifteen minutes and sixteen seconds (15:16).

Department Event

- March 1st and 2nd Annual in-service training
- March 9th MTAS Municipal Management class
- March 20th Annual ladder testing
- March 24th Heritage HS mock car crash

Fire Administration

- March 1st Meeting about new radio system in Springfield
- March 3rd Rotary Luncheon Firefighter of the year
- March 10th Rotary Luncheon Police Officer of the year
- March 17th BMA to update fire code

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

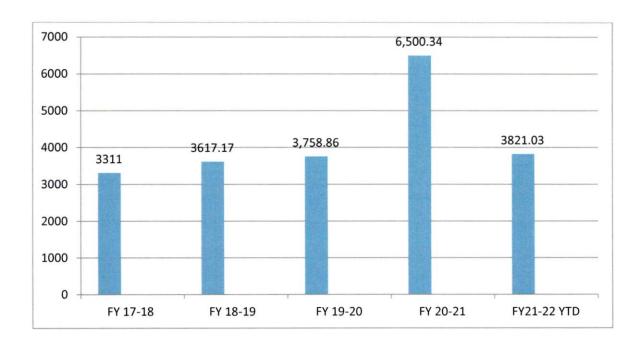
Fires	31
Rescue & Emergency Services	989
Hazardous Conditions (No Fire)	27
Service Calls	49
Good Intent Call	80
False Alarms & False Call	118
Calls for The Month	134
Total Responses FY to Date	1301

Response by Station

	Month	FY to Date	%
Station #1 (City Park)	97	925	71.09%
Station #2 (Business Park Dr)	34	373	28.67%

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.



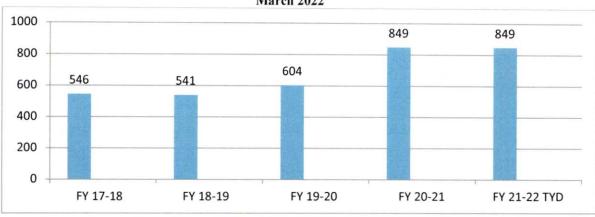
	Month	YTD
Firefighter Training Hours	468.05	3821.03

Training breakdown for ISO and NFPA

	Fire Officer	Company	Facilities	NFPA	
Month	42.5	56.25	228	34.05	
Total for FY	341	1320.75	468.5	1309.63	

Fire Inspection

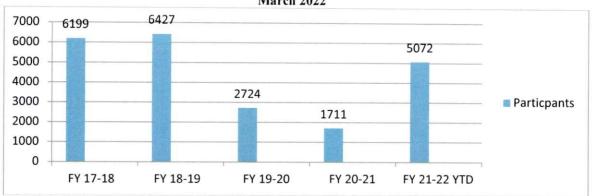
It is part of our fire prevention goals to complete a fire inspection for each business annually.

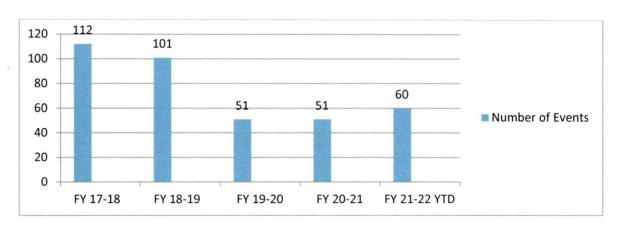


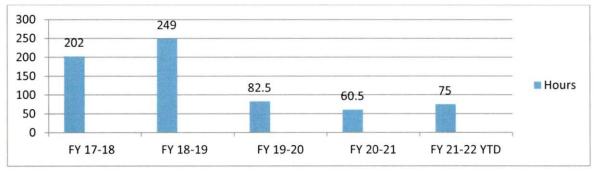
	Month	YTD
March Fire Inspection	123	849
Reinspection	9	141
Code Violation Complaint	0	10
Violations Cleared	7	108
Annual Inspection	39	139
Commercial Burn Pile	0	10
Knox Box	2	19
Fire Alarms	3	15
Measure Fire Hydrant	0	4
Plans Review	3	42
Pre-C/O	4	19
Pre-incident Survey	41	211
Sprinkler Final	3	25
Final/Occupancy	1	29

Public Fire Education

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







	Month	YTD
Participants	266	5072
Number of Events	4	60
Education Hrs.	4	75

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

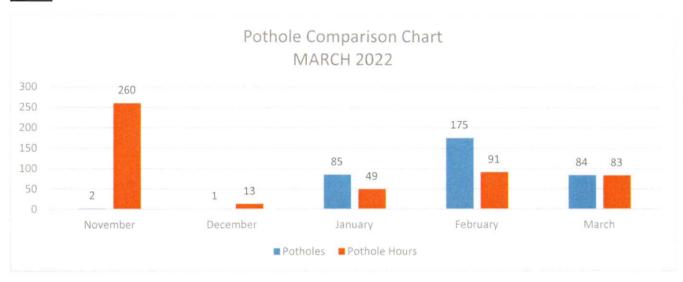
Social Media Statistics for the Month

Post Reach	1010
Post Engagement	277
New Page Followers	20

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 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 potholes were repaired according to a list identified by crew members of the Public Works Department and the Sanitation Department.

STREET ADDRESS OF COMPLAINT	DATE COMPLAINT LOGGED	DATE COMPLAINT RESOLVED	ELAPSED TIME BEFORE REPAIR MADE

Monthly Work Log

Tuesday 3-1-2022

 Traffic Signal Head Repair at Edenway Drive and SR-76 / Repaired 3 Stop Signs / Repaired Decorative Street Light at 404 Landons Circle

Wednesday 3-2-2022

Repaired Potholes Citywide

Thursday 3-3-2022

 Reconfigured Parking Spaced at Public Services Admin Building / Installed 3 U-Channel Posts for WHPD to install Digital Speed Limit Sign in Sumner Crossing / Replace Yellow Arrow on Signal at Hester Drive and SR-76

Monday 3-7-2022

 Crew Meeting / Repaired Wash Bay at Collections Building / Repaired Potholes at Firehall 2 and Magnolia Village / Open Enrollment Meeting

Tuesday 3-8-2022

- Repaired Potholes on Union Road / Pulled CAT 5 Cable for GridSmart Camera at Dee Cee and Love's Lane Wednesday 3-9-2022
- Finished Running CAT 5 at Dee Cee and Love's Lane and Installed Pole to Mount GridSmart Camera Thursday 3-10-2022
 - Installed GridSmart Camera and Repaired Potholes on Kristen Court

Monday 3-14-2022

 Repaired Potholes on Union Road and Citywide / Installed Water Diversion at Chamber of Commerce / Performed Maintenance on Salt Boxes

Tuesday 3-15-2022

 Picked Up Auger and Concrete for Library Story Book Signs on Greenway Trail / Helped Backfill Hole Dug on Carrissa Circle During Sewer Line Break

Wednesday 3-16-2022

 Installed Truck Route Signs / Installed New Cutting Edge for Plow on Stormwater Dually / Repaired Part for Decorative Streetlight on Landon's Circle

Thursday 3-17-2022

 Facility and Fleet Maintenance / Attempted to Grind Sidewalk on 31W with Concrete Grinder to Make Sidewalk ADA Compliant (In Front of TN Flea).

Monday 3-21-2022

 Crew Meeting / Assisted in Fire at NB Ramp and SR-76 / Finished Install of GridSmart Camera at Dee Cee and SR-76

Tuesday 3-22-2022

 Returned Manlift to Sunbelt After GridSmart Installation / Eliminated Trip Hazard on Sidewalk at TN Flea with Concrete Grinder / Facility Maintenance

Wednesday 3-23-2022

 Repaired Decorative Streetlight at 222 Landon's Circle / Installed Litter Signs at Fern Valley and NPC / Repaired Leaning Stop Signs (7)

Thursday 3-24-2022

 Seed and Straw Where Traffic Signal Junction Box had to be Repaired at Dee Cee and Loves Lane / Facility and Fleet Maintenance.

Saturday 3-26-2022

• Community Clean-Up Day (640 Pounds of Trash Cleaned Up)

Monday 3-28-2022

 Adjusted Flashing Yellow Light at Pleasant Grove and SR-76 / Repaired Light in Employee Parking Lot at WHPD / Repaired Potholes Citywide / Fleet Maintenance

Tuesday 3-29-2022

 Returned Glass Backhoe Glass back to Thompson CAT for Credit / Safety Meeting / Facility and Fleet Maintenance

Wednesday 3-30-2022

Retrieved Broken Trash Cart from 102 Meadows Court / Facility and Fleet Maintenance.

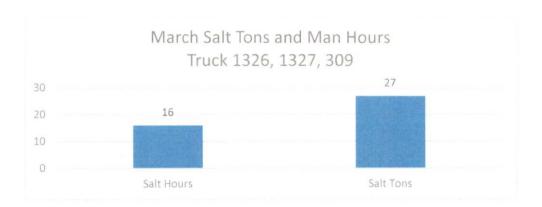
Thursday 3-31-2022

Removed Broken Exhaust out of Roadway near 318 Wilkinson Lane / Installed Pug Milled Base Stone at 103
Springbrook Blvd due to Settling After Stormwater Project Completed (Resident Complaint) and Installed Dirt
Behind Curb at 103 Springbrook Blvd (Resident Complaint).

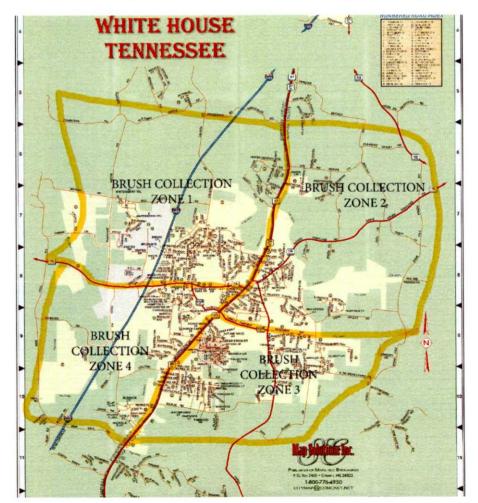
Salt and Plow Debriefing

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.

Note: This chart gives information for the most recent snow event which occurred on February 4, 2022.



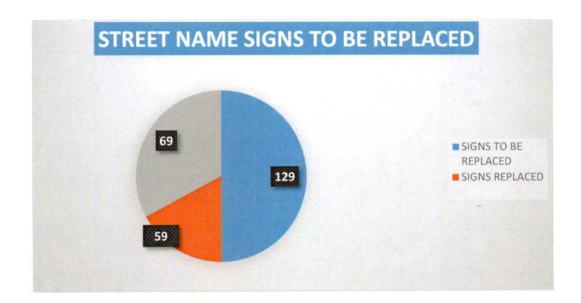
To be more efficient, the Public Works Division decided to divide the City of White House into Zones much like the Brush Collection Route. This was done because there is approximately 95 miles of road to salt and plow. Zone 1 is covered by Truck 1326 (Salt and Plow), Zone 2 is covered by the STW Dually (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.



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 replaced in the month of March



Public Works/Streets & Roads Division

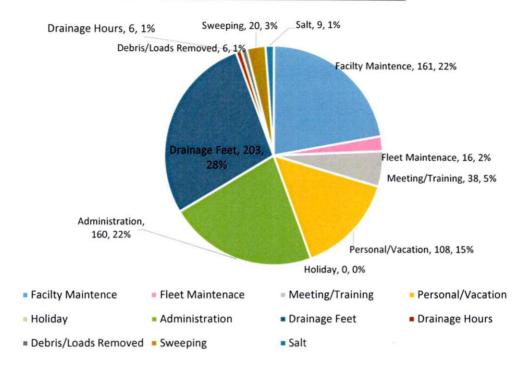
Total Hours Worked	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	22-Feb	22-Mar	YTD 21/22
Street	8,134	9,364	8,741	10,229	9191.25	812	744	13,769
Facility Maintenance	3494	2187	1,227	1,137	887.25	155	86	1426.25
Fleet Maintenance	1034	514	282	380	422.5	42	34	759
Meeting/Training	502	510	517	400	457	34	30	497
Leave	1,253	576	613	810	823	73	51	1644.15
Holiday	795	470	385	555	545	50	0	602
Overtime	508.5	488	414	311	152.75	29	42	547
Administrative	385	698	803	867	1153.25	182	234	2,889
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	2	636
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	175	84	577
Pothole Hours	0	759	734	1,181	831.5	91	83	841.25
R-O-W Hours	0	2835	2416	4,027	3044.5	160	168	3,239
Sign/Repaired	0	120	91	84	63	5	- 11	143
Sign Work Hours	0	289	179	234	109	9	25	311
Salt Hours	0	10	143	24	76.5	16	16	188.5
Salt Tons	0	12	20	23	18	15	27	93.69
Decorative Street Light Hours	0	57	46	125	133.5	1	16	86
Traffic Light Hours	0	0	65	20	158	0	0	81

Sanitation Division

Sanitation Division	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	22-Feb	22-Mar	YTD 21/22
Total Hours Worked	2,685	3,634	4,406	4,024	4200.5	320	393	6,301
Facility Maintenance	3494	723	446	574	394.5	56.5	45	765
Fleet Maintenance	1034	488	445	331	294.5	12	26	317
Meeting/Training	502	265	130	135	127.5	18	17	210
Leave	1,253	428	700	476	336	58.5	0	800
Holiday	795	270	230	230	230	20	0	330
Overtime	508.5	119	4	12	39.5	0	13	21
Administrative	385	167	1	0	72.5	2	18.5	74
Sweeping Man Hours	0	1	0	0	0	0	0	0
Pothole Identification Hours	NEW		C Production			0	3	33
R-O-W Hours	0	166	30	97	170	11	21	527
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	22-Feb	22-Mar	YTD 21/22
Brush Collection Stops	5,944	6,080	5,605	5,620	5161	284	393	8,354
Brush Truck Loads	459	551	522	578	584	29	70	786
Leaves Pickup Bags	3741	3,542	3,422	3,535	2934	100	401	5,992
Brush/Leaves Hours	1366	1,492	1,239	1,300	1225.5	68	146	1,800
Litter Pickup Bags	334	507	546	511	456	39	63	596
Litter Pickup Hours	1147	1132	985	957	892	60	116	1,064

Stormwater Work Distribution Chart



Administrative Notes

 Scott & Ritter finished the Springbrook Drainage Improvement installation portion. The grading and seeding have been completed, but will be done again in the drier months. All residents affected have been notified.



- Infrastructure for the Wilkinson Stormwater Mitigation Project is underway. Anticipated start date is end of May. This venture will be completed by the stormwater crew.
- All quotes have been received for the Zanger Stormwater Mitigation Project. A requestion has been submitted, once approved, Elkin Brothers will be completing this project.
- 4. Six Fence Permits were issued.
- 5. Fifty Land Disturbance Permits were issued
- 6. Twenty-Four C/O's were issued

Stormwater Complaints/Concerns

- 210 Westchester Dr Mr. Lewis Payne, Concerned about the easement for on new development south of Hampton Village due to poor drainage in the rear of his property. Stormwater informed him of the intentions of the 25' buffer on the new project to be utilized for drainage.
- 303 Hillwood Dr.- Ms. Barbara Parks is concerned about the eroding soils from her property due to recent land clearing operations for the new site of The Mill. Stormwater engaged on two separate occasions and brought it to Jason Reynolds's attention for closer review when construction plans come in for review.
- 467 Calista Rd Spoke with Terry with Benchmark and told them to install forebays in front of check dams to ensure no sediment loss off-site. Told Terry on March 3, 2022, to get the sediment that has been lost off-site cleaned up and stabilized. The team assisted wastewater with pressure washing activities.
- 2412 Hwy 31W Concern made aware through the website. Concern stated that debris had been removed from the culvert and placed in the yard and would like them cleaned up. Also stated that the ditch was eroding around the driveway. Turns out to be Pizza Pub, incorrect address. Reached out on 03/07/22 to make contact on the debris issue that we will continue to monitor, however, the driveway concerns need to be addressed with the state. Pizza Pub stated that they did not call-in concern.
- 109 McCurdy Rd. Floyd Fry submitted an online request and stated, "I am trying to find out who to contact/sue when my house gets flooded because they completely covered the drain at 109 McCurdy Rd. and it's about to rain. Even with the drain open it's too small, to begin with now water has nowhere to go but to my house." The issue was corrected the same day by contractors with Charles DeWeese working on the improvements for the intersection.
- 1819 Winding Way Mr. Logan Gregory. He is looking to schedule someone to dig out a swell for the rainwater that is flooding his yard. He is located at 1819 Winding Way and thinks he falls outside of the city's jurisdiction. He was wondering if you maybe had contact for someone with the County so he could find out how to get this scheduled with them. Spoke to Homeowner and he does fall outside of city limits. Referred and provided him with the correct contact.
- 909 Tyree Springs Road Ms. Sue Young called regarding needing a new culvert at her address. She said that the one there is too small and is creating holes and issues with her driveway. She said it affects both 909 & 915 Tyree Springs Road, but states that she thinks the State or County is in charge of that road. Left voicemail to provide information for State Route 258.
- Eastside Property Mr. Don Day. The Seventh Day Adventist Church owns about 16 acres on the south side of Eastside Drive that connects over to HWY 31W. He said that there is a culvert on one side that's been crushed and then one that's rotted toward the middle. He wasn't sure if he needed an inspection or a permit to get these fixed, or if we came out to inspect them and fix them. Spoke to Contact on March 28, 2022, and notified him of the requirements and expectations for installing/repairing culvert pipe.
- 202 Church Lawn Court Mrs. Kelly Garrett called because her husband is interested in filling the ditch by the end of their road and running a culvert instead. He wasn't sure if they could or what the process would be like and wondered if they needed to speak with you or have an inspection completed to be able to do so. Called on 3/28/2022 and left a message. I will advise against the proposed work due to creating concentrated flows onto downstream properties.
- 234 Bexley Way Ms. Lin called because she's got some drainage issues happening in her backyard. She started by describing her gutters and said that she's got a black box-like area that seems to be filled with what looks like red clay and she's wondering if that is what's causing the issues and flooding in her yard. Spoke to the homeowner to confirm the information that the wastewater team had collected. Private Matter.
- 1017 Briarwood Dr. Online Submission for the grate to be installed on a headwall. Completed

112 Ben Albert Road - Mr. Rob Duport said that the storm drain under his driveway has a pipe on one side, but it's sealed on the other side. He was worried this may cause an issue and was hopeful that someone would be able to come to take a look at him and let him know if anything needed to be done to correct it. Scheduled 3/30/22. Ditch work Completed, stabilizing in progress.

500 Wilkinson Lane - Mr. Gene Montgomery, said that he needs someone to come out and fix his ditch. He didn't give further information other than that, however. Several spots ponding water. Built-up sediment in R.O.W. Team scheduled for work to be initiated.

Tyree Springs - Bob Dorris called about the stream from the Willow Grove and Willow Springs being inundated with sediment. Followed up with Dorris Farms for corrections needed.

400 Covington Bend - Todd Carpenter on 03/28/2022 reported that the neighbor behind him is filling up his retaining wall with a lot of dirt and it's causing run-off into Mr. Carpenter's yard, and he's worried that next time we get a big storm it's going to make a big mess. He said that he believes the street behind him is Louise Court, but he's unsure of the neighbor's house number (203 Louise).

724 N. Palmers Chapel Rd.- Request through an online portal in Feb., stating that water will pond in the rear of the property and will not drain out. Met with the homeowner to discuss solutions.

213 Apache Trail – 3/31 Marty Brooks stated that there is a BIG tree trunk stuck in the stormwater drain. He was hoping someone could come and inspect the drain and get it out, and he said you all may need a chainsaw to do so because it's about as big as the pipe itself. The team dispatched to assess the solution indicated that the debris was outside of the flow line, not an immediate issue to correct, however, Ed Stated that the team would keep an eye on this area.

107 Ravenwood Ct. – The team identified conduit bored through 15" RCP while locating the end of the line. Reached out to William Nikel with Stronghold Underground LLC. 811 Ticket# 220744664.





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 March:

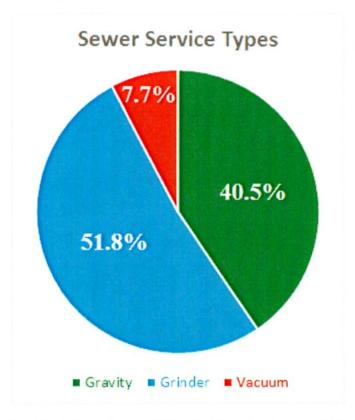
Address	Scope of Work	Status	Notes
Legacy Farms	Open Ditch Inspection	Work Order: 022822003 Complete	
236 S. Palmers Chapel Rd	Driveway Extension	Work Order: 0215220044 Complete	
303 Hillwood Dr	Drainage Mitigation	Work Order: 030222005 Complete	
206 Aztec Dr	Drainage Mitigation	Work Order: 030722005 Complete	

Fire Hall #2	Jetted Pipe	Work Order: 030722003 Completed	
112 Ben Albert	Drainage Mitigation	Work Order: 032822004 Complete	
1017 Briarwood	Installed Grate & Cleaned Culvert	Work Order: 033122001 Complete	
106 S. Palmers Rd	Drainage Mitigation	Work Order: 033122003 Complete	

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 March 31st, 2022, City personnel count a total of 5,760 sewer system connections, with 29 new applications for service in March, 2022. Totalized counts of each type of connection are provided below:

Gravity Sewer Connections	2,333
Low-Pressure Grinder Sewer Connections	2,983
Vacuum Connections	444



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 811call 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</u> Marking	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	March 2022	YTD
Tennessee 811	1,670	1849	2315	2680	2933	570	4603

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.

Lift Station Location	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21		Mar 2022	<u>YTD</u>
North Palmers Chapel	22	23	8	3	1		1	6
Calista Road	55	13	4	2	1		1	8
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		0	7
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	4
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	9818	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

Major Alarms:

<u>Cambria</u>: On 03-22-2022, pump #1 at the Cambria station went into high-temp lockout. Wastewater personnel removed rags and other debris from the pump casing, and the station was returned to normal operation.

<u>Calista</u>: On 03-23-2022, a vacuum sensor probe and check valve clogged inside the Calista vacuum station, leading to a small release of materials that remained contained within the statin basement. The probe and check valve were both cleaned, the station basement was cleaned, and the station was returned to normal operation.

North Palmers Chapel: On 03-30-2022, vacuum pump #1 tripped inside the North Palmers Chapel vacuum station due to a faulty contactor in the pump controls. Station functionality was not affected, as the station was able to continue operation on vacuum pumps #2 and #3. The connector was replaced, and the pump was returned to normal operation.

System Repair Goals:

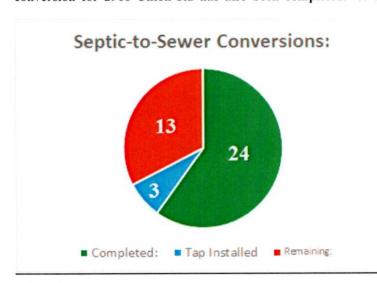
The goal is to minimize failures with the major lift stations and the mainline gravity, low-pressure and high-pressure force-mains, and the air-vacuum systems. Key personnel have been trained over the last four (4) years on the proper operation and maintenance of the major lift stations. This program 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.

Repairs	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Mar 2022	YTD
Major Lift Stations	42	19	4	4	9	3	36
Main Line	13	6	6	21	11	5	18
Service Line	44	5	10	18	22	5	22



- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.

- 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. All services have now been removed from the vacuum network. Final site cleanup remains to be completed by the contractor.
- 7. Headworks Repairs: On March 31st, 2022, the Headworks drum screen #2 required a repair to the drive gear. The existing gear stripped due to heavy wear, causing the drum screen to jump off the guide rail, which led to a previous overflow event. Parts were on hand for the repair, and the drum screen was returned to normal operation.
- 8. Septic-to-Sewer Conversions The City continues to make progress on septic to sewer conversions. An additional eight (8) addresses have been approved by the Board to be added to the original list of septic-to-sewer conversion projects. Four (4) conversions were completed in the 2020/2021 budget year, and three (3) additional taps were pre-emptively installed in anticipation of additional projects. In recent consultation with Public Works regarding upcoming paving schedules, the department plans to target five (5) conversion projects on Union Rd (requiring three (3) additional taps) in mid to late 2021. The department is evaluating bidding out the remaining conversions as a single project. An additional sewer tap has been installed for the storage units. The sewer conversion for 2966 Union Rd has also been completed. A total of 24 projects have now been completed on the list of 40.

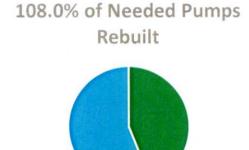




Work Orders	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Mar 2022	YTD
Vacuum System Service Request	172	143	112	82	78	13	117
Gravity Service Request	12	0	10	13	20	4	54
Low Pressure Service Request	716	621	728	770	702	54	534
Total Pumps Replaced	338	401	361	449	492	36	352
Total Pumps Rebuilt	n/a	n/a	n/a	n/a	135	7	83
Total Warranty Pumps Returned	n/a	n/a	n/a	n/a	n/a	8	106
Grinder Tank PM Program	58	63	358	267	219	10	83
Open Trench Inspections	23	54	103	226	409	32	500
Final Inspection for New Service	55	56	62	110	248	33	317
Sanitary Sewer Overflow (SSO)	9	1	3	49	19	6	26
Odor Complaints	17	28	43	43	35	1	15

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 caused backorders for new pump deliveries.





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>Dec - 21</u>	<u>Jan - 22</u>	<u>Feb - 22</u>	<u>Mar - 22</u>	
Flow – To Creek	0.681 MGD	0.703 MGD	0.829 MGD	0.736 MGD	MGD = Million Gallons/Day
Flow – To Spray Field	0 MGD	0 MGD	0 MGD	0 MGD	
Total Flow Through Plant	0.681 MGD	0.703 MGD	0.829 MGD	0.736 MGD	
Capacity	1.400 MGD	1.400 MGD	1.400 MGD	1.400 MGD	
% of Plant Throughput	48.6%	50.2%	59.2%	52.6%	(0.736 MGD) / (1.40 MGD)
Actual Capacity	1.120 MGD	1.120 MGD	1.120 MGD	1.120 MGD	(1.4 MGD x 80%)
% of Allocated Capacity	60.8%	62.8%	74.0%	65.7%	(0.736 MGD) / (1.12 MGD)
Rainfall	4.15"	5.68"	12.41"	4.48"	

<u>Effluent</u>	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Mar 2022	YTD
Violations	7	7	13	7	12	7	1	16

1. <u>Violations:</u> 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.

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.

2. <u>H₂S & Ferric Sulfate</u>: 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 the Cope's Crossing and Wilkinson Lane stations.

3. <u>Peracetic Acid</u>: 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 2.00 parts per million (ppm). The average residual was 0.25 PPM with a max residual of 0.38 PPM. Last month the feed rate was 2.50 ppm.

Our TDEC permit states in part that, "The concentration of the E. Coli group after disinfection shall not exceed 126 CFU's (colony forming units) per 100 ml." Additionally, our daily maximum concentration limit is 941/1000ml. Our E Coli testing for the month was an average of 15.5 CFU's which is well below the limit. Last month the average was 35.1 CFU.

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.

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.
- 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.

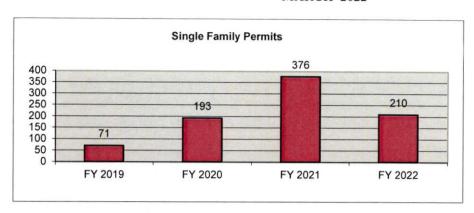
- 10-15-2021: Work delayed due to heavy rains beginning at approximately 8:30am. Proof-roll test conducted in bioreactor area. Additional drain pipe installed to assist with dewatering site.
- 10-18-2021: Keller continues vibro-pier installation. Conducted site dewatering. Continued yard work and safety 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 dewaters bioreactor piping trench and spreads soil to dry. Reeves Young begins excavating clarifier area to sub-grade.

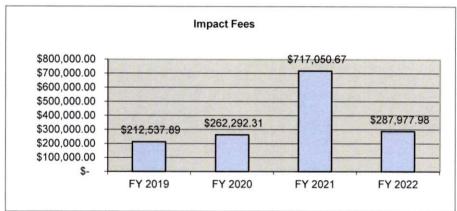
- 12-01-2021: Tafolla continues installing rebar for 2nd bioreactor foundation. GeoServices tests cylinders from 1st bioreactor foundation pour and testing compaction under lab building area. Reeves Young continues excavating clarifier area and UV area.
- 12-02-2021: Tafolla continues installing rebar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

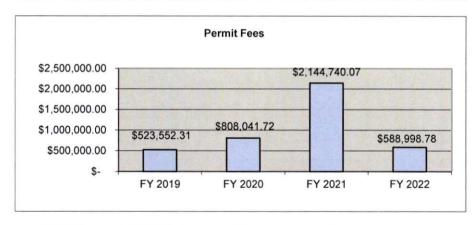
- 02-01-2022: John Bouchard & Sons continuing to work on water lines. White Electric setting up dig site for electrical conduit.
 Reeves Young and Tafolla continuing to prep site for concrete pour to occur at midnight. Additional walls in bioreactor poured.
 Foundation slab for grit removal poured.
- 02-02-2022: Reeves Young dewatering site following heavy rains.
- 02-03-2022: Reeves Young and Tafolla continuing to dewater site.
- 02-04-2022: Jobsite impacted with ice.
- 02-07-2022: Reeves Young and Tafolla continuing to dewater site, and prep site for next concrete pour.
- 02-08-2022: Reeves Young and Tafolla installing rebar and forms for clarifier #3 pipe encasement. GeoServices on-site for rebar inspection.
- 02-09-2022: Reeves Young installing RAS piping. Tafolla continuing to install rebar and forms for next bioreactor wall pour.
- 02-10-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. White Electric continuing to excavate
 for conduit installation. Reeves Young performed construction entrance maintenance, located existing RAS line, and began
 installation of clarifier #3 drain line.
- 02-11-2022: Tafolla poured additional bioreactor wall. GeoServices on-site for concrete testing. White Electric continued to
 excavate for conduit installation.
- 02-12-2022: Tafolla removing forms from wall footers following concrete pour.
- 02-15-2022: Reeves Young continuing to install drain pipe for clarifier #3. Tafolla continuing to install rebar and forms for next bioreactor wall pour. White Electric continuing to excavate for conduit installation.
- 02-16-2022: Reeves Young continuing to install drain pipe for clarifier #3. Tafolla poured additional bioreactor wall. GeoServices on-site for concrete testing. White Electric continuing to excavate for conduit installation.
- 02-17-2022: Reeves Young and Tafolla dewatering site. Tafolla installed small amount of rebar before rain moved in.
- 02-18-2022: Reeves Young and Tafolla dewatering site. Reeves Young repaired silt fence following heavy rains and performed maintenance on construction entrance. Tafolla striping bioreactor walls.
- 02-21-2022: Reeves Young continuing to dewater site, perform silt fence maintenance, and backfilling clarifier #3 drain pipe.
 Tafolla continuing to install rebar and forms for next bioreactor wall pour. White Electric continuing to install conduit.
- 02-22-2022: Rain day. Reeves Young continuing to dewater site and locate existing pipes. Tafolla continuing to install rebar
 and forms for next bioreactor wall pour.
- 02-23-2022: Reeves Young and Tafolla continuing to dewater site. Reeves Young performed maintenance on silt fence and construction entrance. Tafolla continuing to install rebar and forms for next bioreactor wall pour.
- 02-24-2022: Rain day. Reeves Young and Tafolla continuing to dewater site. Reeves Young continuing to perform construction entrance maintenance.
- 02-25-2022: Rain day. Site impacted by Headwork overflow event. Reeves Young and Tafolla continuing to dewater site.
- 02-26-2022: Reeves Young and Tafolla continuing to dewater site. Reeves Young continuing to install clarifier #3 drain pipe.
 Tafolla continuing to install rebar and forms for next bioreactor wall pour.
- 02-28-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. GeoServices on-site for rebar inspection. Reeves Young prepping grit removal area for mud-mat pour.
- 03-01-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. White Electric continuing to
 excavate for conduit installation to Electrical Building. Hydrovac on-site to spot existing 6" RAS line and dewater UV
 chamber area. Reeves Young and Tafolla prepping Clarifier #3 area for next concrete pour.
- 03-02-2022: Tafolla continuing to install rebar and forms for bioreactor wall pour. Concrete trucks arrive at 11:20 for pour. White Electric continuing to install electrical conduit.
- 03-03-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. White Electric continuing to install electrical conduit. Reeves Young continuing excavation of UV area.
- 03-04-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. Reeves Young continuing to
 excavate UV area. Lab building mock-up completed. GEO Services on-site for UV area soil testing. Concrete trucks arrived
 at 2:40pm for mud-mat pours in Clarifier #3 and UV Chamber.
- 03-07-2022: Rain day. Tafolla able to complete small amount of rebar work but largely rained out or delayed due to lightning in area. Reeves Young dewatering site.
- 03-08-2022: Reeves Young continuing to dewater site and laying out pipe and fittings between structures. Reeves Young and Tafolla confirmed UV Chamber footer location survey. White Electric continuing to install conduit.
- 03-09-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. Reeves Young continuing to dewater site, continuing laying out pipe and fittings between structures, and continuing excavation of UV area. White Electric continuing to install electrical conduit. Hydrovac on-site to field-locate existing 20" effluent line.
- 03-10-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. Reeves Young continuing to dewater site, and continuing to lay out pipe and fittings between structures. GEO Services on-site for rebar inspection. Concrete trucks arrived at 8:00am for bioreactor wall pours and extension of UV Chamber mud-mat. White Electric continuing to install electrical conduit.

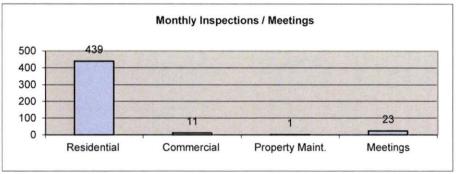
- 03-11-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. Reeves Young and Hydrovac continuing to pothole existing lines on-site and tracing existing effluent line. White Electric continuing to install electrical conduit.
- 03-14-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. Reeves Young testing pipe plugs and performing site maintenance.
- 03-15-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. Reeves Young surveying footer locations for UV Chamber and continuing to lay out pipe and fittings between structures. Hydrovac and Reeves Young potholed and located existing 12x20 reducer in existing effluent line.
- 03-16-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. GEO Services on-site for rebar inspections and concrete testing. Concrete trucks began arriving at 8:00am for bioreactor wall pours. Reeves Young working on site road maintenance. White Electric continuing to install electrical conduit.
- 03-17-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. Hydrovac and Reeves Young onsite to continue potholing existing line locations.
- 03-18-2022: Reeves Young and Tafolla prepping site for rain, which began at 8:15am. GEO Services on-site for rebar inspections.
- 03-21-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. Reeves Young and Hydrovac continuing to pothole existing lines. Reeves Young performed site maintenance. Additional walls poured in bioreactor.
- 03-22-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. White Electric continuing to install electrical conduit. Light rain began in morning; Reeves Young prepped site for heavier rains expected in evening.
- 03-23-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. Reeves Young dewatering site and continuing to spot existing effluent line and survey location of new effluent line to be installed.
- 03-24-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour. White Electric continuing to install electrical conduit. Reeves Young continuing to dewater site, and performing site maintenance.
- 03-25-2022: Tafolla continuing to install rebar and forms for next bioreactor wall pour, clarifier foundation pour, grit removal foundation pour, and UV chamber pour. GEO Services on-site to inspect bioreactor and clarifier rebar.
- 03-26-2022: Tafolla continuing to install rebar and forms for next bioreactor, grit removal, and UV pours.
- 03-29-2022: Tafolla prepping site for concrete pours. Concrete trucks began arriving at 5:54am. GEO Services on-site for rebar and concrete inspections. Reeves Young and Tafolla installing piping in Clarifier #3 area.
- 03-30-2022: Tafolla continuing to install rebar and forms for next bioreactor, grit removal, and UV pours. Reeves Young performing site maintenance, prepping site for incoming rains, and continuing to install clarifier discharge pipe.
- 03-31-2022: Site impacted by rain. Tafolla continuing to install rebar and forms for next bioreactor, grit removal, and UV pours. Reeves Young and Tafolla working on footer for new lab building. Reeves Young dewatering site.

Planning and Codes Department MARCH 2022









Planning and Codes Department MARCH 2022

	Month	FY2022	FY2021	FY2020	FY2019
MEETING AGENDA ITE	MS#				
Planning Commission	7	60	74	69	66
Construction Appeals	0	0	0	0	0
Zoning Appeals	0	2	4	5	6
Tech. Review/Study Session	0	4	2	0	1
Property Maintenance PERMITS	0	0	0	0	0
Single Family Residential	55	210	376	193	71
Multi-Family Residential	0	0	22	0	13
Other Residential	10	64	83	91	93
New Commercial	1	3	6	6	3
New Industrial	0	0	2	0	1
Other Com/Ind	2	15	23	23	33
Sign	1	9	17		
Occupancy Permits	27	276	21	14 14	25 25
Other	I	1	11	12	3
BUILDING INSPECTION		THE STATE OF			
Residential	439	3637	2621	2858	2411
Hours	80	1260.3	533	699.58	414.98
Commercial /Industrial	11	116	92	110	179
Hours	3	54	36.93	12.83	165
CODE ENFORCEMENT			R DELEGE		
Total Cases	1	33	98	330	179
Hours	1.5	21.5	35.75	70.24	86.75
Complaints Received	1	53	41	116	98
MEETINGS					
Administration	8	94	72	58	68
Hours	10	88	99	38.26	103.67
Planning	13	93	53	76	135
Hours	12	150.5	96.58	155.5	86.82
Codes	2	6	11	28	35
Hours	1	5	9	37.85	40.16
FEES					
Permit Fees	\$117,438.19	\$ 588,998.78	\$2,144,740.07	\$ 808,041.72	\$523,552.31
Board Review Fees	\$775.00	\$ 8,700.00	\$ 84,775.00	\$ 11,000.00	\$3,750.00
City Impact Fee	\$73,913.19	\$ 287,977.98	\$ 717,050.67	\$ 262,292.31	\$212,537.89
Roads	\$25,499.40	\$ 604,630.60	\$ 301,769.60	\$ 77,860.90	\$98,885.80
Parks	\$21,780.00	\$ 82,434.00	\$ 150,326.00	\$ 74,646.00	\$ 23,140.00
Police	\$16,048.41	\$ 74,610.32	\$ 191,431.41	\$ 59,096.30	\$ 11,704.30
Fire	\$10,585.38	\$ 49,224.24	\$ 79,900.66	\$ 36,749.61	\$ 23,344.29
OTHER ITEMS		SERVICE RESIDENCE		22.5	
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: 20	\$ 4,078,555.02	\$3,791,061.30		\$1,633,984.00	
Builders Bonds	0.00		\$ 18,000.00	\$ 69,366.43	\$45,366.43
Workings Days in Month	19		17	16	15

Update on ongoing projects:

Greenway Trailhead Clock Repair

Top portion is still in the process of being restored but should be done soon

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

- This is still a slow process but we have been allowed to start working on some minor sections.
- · Have a meeting setup to discuss next steps next month
- · Design is ongoing

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

Still nearing completion of this project

Fencing - Maintenance Shop, Field 5, Cemetery

- Maintenance Shop
 - o Everything has been installed except for the automatic opening component for the gate
- Field 5
 - Install is complete
 - o We installed the fence guard shortly after
- Cemetery
 - Had bid opening March 3rd
 - o One bidder: Cobblestone Installation
 - o Had to adjust quote because we decided to only do the south side and back section
 - o Received new quote for that and will be taking to board for approval in April meeting

Upcoming Projects:

Tennis Courts

- Design complete
- Currently out for bid
- Bid opening scheduled for May 9th
- · Hoping for construction to begin in June

Greenway paving

- Just a reminder we are forgoing the Dog Park parking lot paving for this year in lieu of the opportunity to get access to the Wayside section of the Greenway for asphalt overlay.
- Had bid opening March 30th
- · Only one bidder: Sessions paving
- Bid came in quite a bit higher than expected but we will likely try to get it done regardless as this section will be hard to get to in the future.

Grading

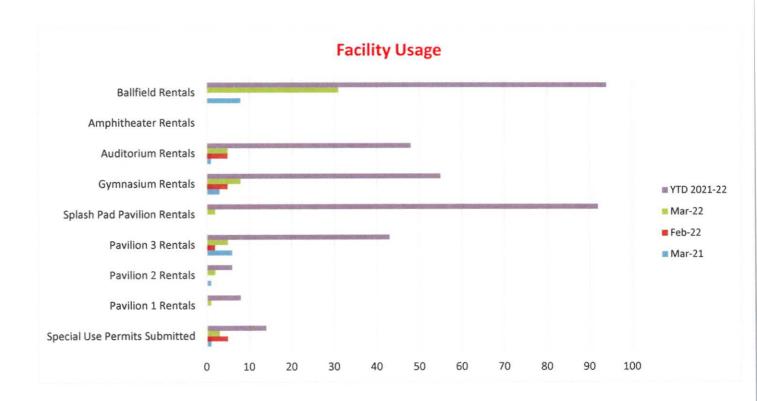
- Field 7 work is complete
- Soccer will be done later this year

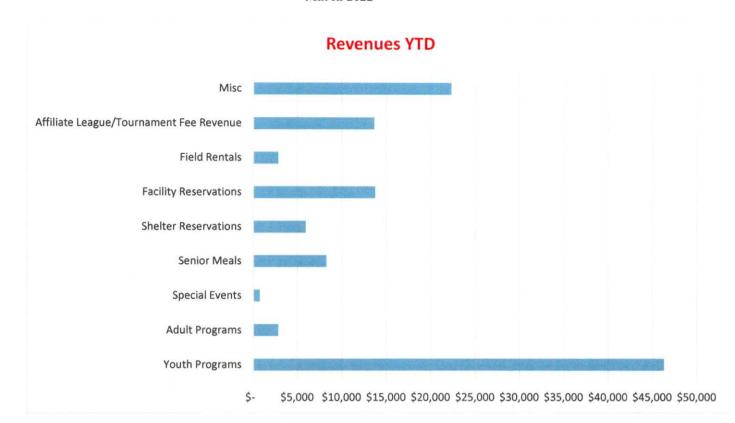
Rec Center

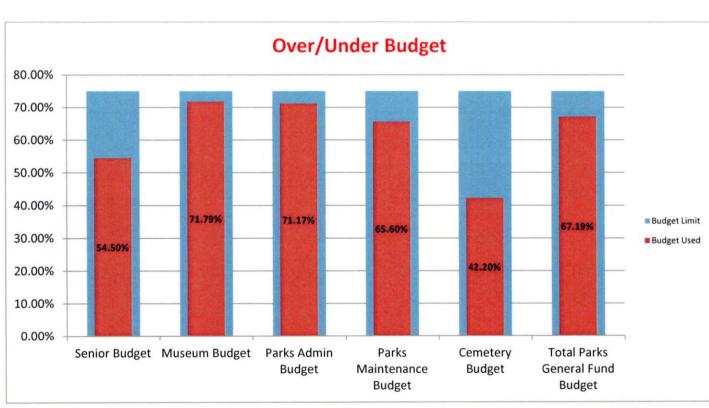
- Design ongoing
- Received estimated price
- Received 50% construction documents

Additional Notes:

The Splash Pad will open on Weekends starting May 7^{th} . It will open 7 days a week starting Memorial Day and go back to weekends after Labor Day, closing on September 25^{th} .







Recreation

Youth Basketball

- Ended on March 5th
- All trophies and medals were given out to the winning teams
- Net Profit of \$4,821.50 (Includes picture sales)

Girls' Volleyball

- Coach's Meeting took place 3/23
- First practices were 3/26
- 5 teams in 3rd-5th Grade / 3 teams in 6th-8th Grade / 75 total players
- · Doubleheader games to make up for uneven teams throughout the season
- · Referees have been notified
- Season will wrap up May 26th
- Uniform increase of \$3 per shirt (Total \$610) \$16 per shirt

Challenger Baseball

- 8 kids signed up
- · Still searching for a Head Coach
- Have reached out to parents, teachers at Heritage High School, and posted on social media
- Uniform increase of \$15 per kid (\$90)
- 9 Sponsors (\$2075 Total)

Adult Softball

- Registrations ended 3/27
- 5 Participants signed up
- Cancelled season due to low registrations / Refunds issued 3/29
- Registrations were posted on website, newspaper, City Hall, TV Display, yard signs across the city

Adult Basketball

- Registrations opened up on 3/28
- 8 team slots available
- Registrations ends May 8th or until league fills up

Independence Day 5k

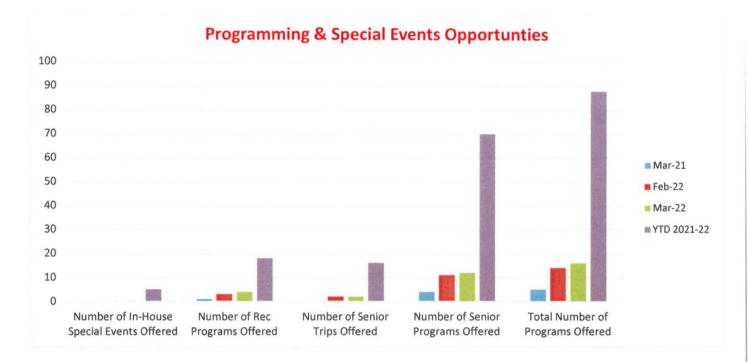
- Sponsorship Letters sent out 3/31
- Quote for 150 T-Shirts is \$1,621 (Increase of \$20)

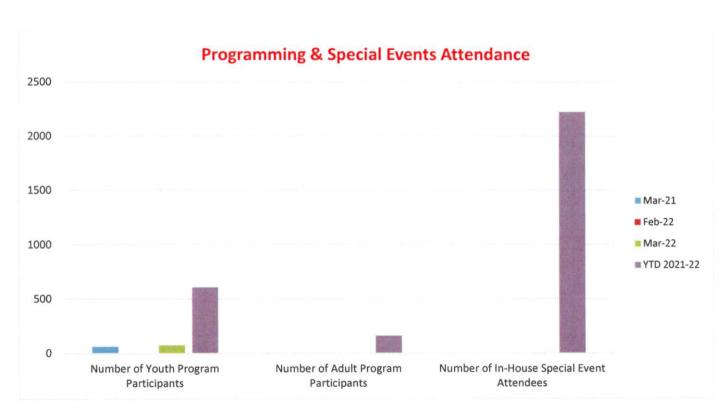
Repairs

- Gym HVAC repaired 3/28 due to no heat (Belt broke)
- Men's toilet paper dispenser replaced on 3/29

Miscellaneous

- All target Solutions finished by staff 3/27
- CCS Softball used field 5 on 3/22, 3/24, 3/25, 3/29, rained out 3/31
- · More gym rentals on Fridays and Weekends during month of March
- Added White House Museum slide to TV to gain more attention





Maintenance

 We have finished the Field 7 renovation. This month we put out field conditioner, installed the pitching mound, put up the backstop netting and made repairs to the outfield fence to make it safer.



We finished the drainage project at the park. We finished digging out a drainage ditch beside the park road
from the stop sign beside field 7 down the hill to the sharp curve beside the Jr. pro football field. We
installed some additional bollards in that area this month as well.





 We finished clearing trees in the creek behind the new park property. It was filled up with trees and was becoming a problem for the homeowners in Sumner Crossing. So, we rented a large excavator to start pulling them all out.







- We repaired a leak at the splash pad that was between the frogs. The surface still needs to be painted over with the non-stick surface but other than that it is complete.
- We have put pre-emergent in all of our ornamental beds.

• We installed the yellow fence guard after the new fencing was installed on Field 5.

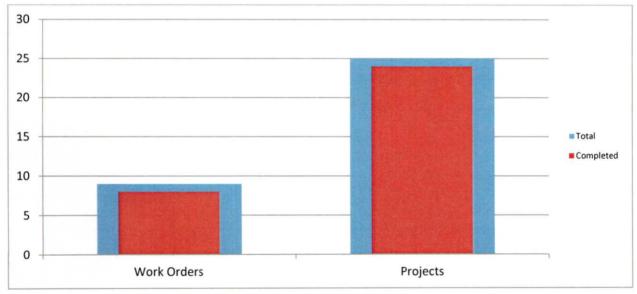


- · We put up new "No Golfing" signs at the park.
- We helped with Public Works on installing the storybook trail signs on the Greenway.
- We have been spraying fences with round-up as we get them weed-eated.
- We cut down a dead tree behind the Fire Hall.
- We have started mowing with zero-turns and reel mowers.
- We cleared and dug out a drain on the Greenway that was overflowing onto the trail.









Museum

Volunteers

The Museum volunteers have really been working hard in the month of March. We have completed the new display for our first settlers at Hamilton's Fort in 1788. They also helped with a homeschool field trip that visited the museum, and we are preparing for this year's Gathering.

Exhibits



There is a new exhibit in the rotating area of the museum. The new exhibit portrays Hamilton's Fort and shows the type of items that those settlers would have used during that period in time.

Social Media Promotion

White House History Wednesday's monthly edition was posted on Wednesday, March 30, 2022 with a repeat episode.

Additional posts have been made during the month.

Tours at Museum

Tours were given to walk ins. There were two of Chamber events in which visitors viewed the museum.



We were also very pleased to have a field trip homeschool group. The volunteers and I were able to provide 3 history presentations for the students and parents to rotate through the museum followed by yarn doll making, a touch station and a scavenger hunt through the museum.



Donated Artifacts



The museum received a donation of several *Time* magazines and *Tennessean* newspapers which contain some of history's impactful events. These periodicals were donated by Jeri Culpepper.

Continuing Education

I had the pleasure of attending 2 educational events in the month of March. The first event was the Tennessee Chamber of Commerce Executives (TCCE) where I attended the Institute where the classes are designed to enhance professional growth and development of Chamber executives, staff and volunteers.



The second event was the Tennessee Association of Museums (TAM) yearly conference. This conference was titled TRIfecta: Recovering, Reconnecting and Responding. It was great to get back together with the TAM fam and discuss how 2020 was handled in other museum locations and what is next.

Building Maintenance

Roof repair for a leak around one of the chimneys was completed by Baker Roofing. A fallen tree and dead tree were removed from the property behind the museum by Falling Timbers.

Events and Meetings Assisted with and/or Attended

March 6-8 - TCCE Institute in Murfreesboro, TN

March 9 - 100 Members in 100 Minutes

March 10 - Muli Ribbon Cutting at Chamber

March 16-18 - TAM Conference in Kingsport, TN

March 21 - Homeschool visitors

March 22 - Candidates Forum, Chamber Monthly Luncheon

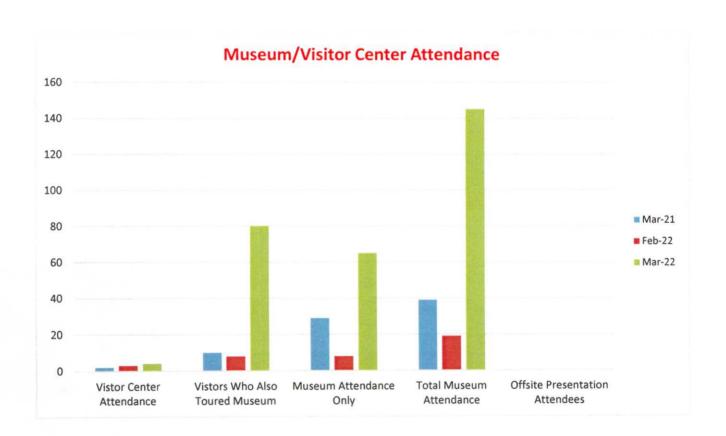
March 23 - Ribbon Cutting for Affordable Tree and Excavation at the Chamber

March 29 - National Vietnam Veterans Day at the City's Senior Center.

March 31 - Chairman's Celebration at The Barn at Spring Lake Farms

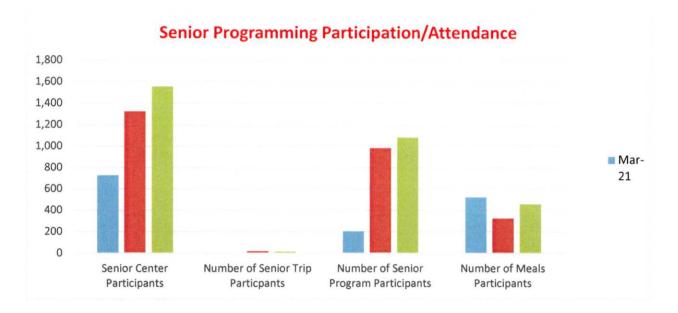
Visitors' Center and Museum Attendance

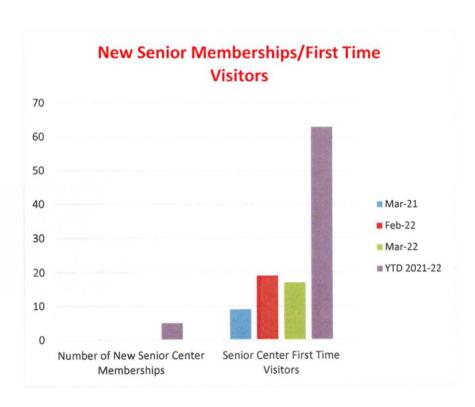
Visitors' Center Only	Visitors' Center and Toured Museum	Museum Only	Total Museum Visitors	Off Site Presentations Attendees
4	80	65	145	0



Senior Center

Senior Center Particip	ation -	March 2022	160
Outings/Events:			
Bunco	6		
Vietnam Veterans Celebration	50		
Bible Study	11		
Decorate for Veterans Celebration	4		
Robertson Co Museum/Lunch	9		
Childhood Memories-Jane Mankin	6		
Birthday Sack Lunch	10		
Craft	5		
Bowling	6		
St Patricks Party	52		
Total	159		
		Sr Meals Wedi	esdays
		82	
		119	
		71	
		97	
		90	
		459	TOTAL
Programs:			
Fittercise-Strength, Yoga	499		
Walk	268		
Bingo	25		
Cards, Games,Pool	147		
TOTAL	939		
NEW MEMBERS			
	17		
FIRST TIME ATTENDEE			
TOTAL Sr Center Participants:		Total	1557





Stear Tierra	FYE 2019	FYE 2020		21-Mar	Feb-22	Mar-22	YTD 21-22
cility Usage	1		_		P		
Special Use Permits Submitted	13	15	-	1	5	3	14
Pavilion 1 Rentals	3	7	-	0	0	1	8
Pavilion 2 Rentals	11	5	-	1	0	2	6
Pavilion 3 Rentals	106	38	-	6	2	5	43
Splash Pad Pavilion Rentals	177	106	-	0	0	2	92
Total Number of Pavilion Rentals	297	156	L	7	2	10	149
Gymnasium Rentals	130	79	L	3	5	8	55
Cafteria Rentals	54	0	L	0	0	0	0
Auditorium Rentals	4	10	L	1	5	5	48
Amphitheater Rentals	3	0	L	0	0	0	0
Total Number of Facility Rentals	196	89	L	4	10	13	103
Ballfield Rentals	7	45	L	8	0	31	94
Vistor Center Attendance	6	21	L	2	3	4	19
Vistors Who Also Toured Museum	14	84	L	10	8	80	239
Museum Attendance Only	85	668	L	29	8	65	1059
Total Museum Attendance	99	752		39	19	145	1303
gramming			_				
Number of Youth Program Participants	679	578	L	61	0	75	607
Number of Adult Program Participants	240	76		0	0	0	160
Number of In-House Special Events Offered	8	7		0	0	0	5
Number of In-House Special Event Attendees	2987	2964		0	0	0	2223
Number of Rec Programs Offered	34	18	L	1	3	4	18
Number of Senior Center Memberships	319	1768	L	200	205	205	1839
Number of New Senior Center Memberships	16	16		0	0	0	5
Senior Center Participants	14,966	9594	L	727	1,325	1,557	7776
Senior Center First Time Visitors	32	59		9	19	17	63
Number of Senior Trips Offered	54	37		0	2	2	16
Number of Senior Trip Particpants	896	613		0	17	15	124
Number of Senior Programs Offered	117	76		4	11	12	70
Number of Senior Program Participants	9,989	6798	L	204	983	1083	4623
Number of Senior Meals Served	54	34		5	4	5	36
Number of Meals Participants	4052	2235		523	325	459	3029
Offsite Presentation Attendees	0	15		0	0	0	120
Total Number of Programs Offered			L	5	14	16	88
enues							
Youth Programs	\$55,825.00	\$41,183.00		\$77.00	\$3,509.00	\$296.00	\$46,302.00
Adult Programs	\$ 8,460.00	\$ 3,580.00		\$500.00	\$65.00	\$260.00	\$2,825.00
Special Events	\$ 4,355.00	\$ 2,009.00		\$0.00	\$0.00	\$0.00	\$765.00
Senior Meals	\$10,875.00	\$ 5,961.50		\$1,308.50	\$949.00	\$1,556.50	\$8,280.00
Shelter Reservations	\$12,135.00	\$ 4,780.00		\$827.50	\$465.00	\$1,030.00	\$5,950.00
Facility Reservations	\$19,305.00	\$ 8,046.88		\$187.50	\$1,256.25	\$1,950.00	\$13,781.75
Field Rentals	\$ 2,521.00	\$ 1,203.34		\$193.00	\$175.00	\$290.00	\$2,850.00
Affiliate League/Tournament Fee Revenue	\$13,286.00	\$16,017.20		\$5,337.00	\$5,817.00	\$0.00	\$13,666.50
Misc	\$11,744.00	\$15,394.74		\$3,043.20	\$1,775.00	\$1,426.40	\$22,342.95
rkflow							
Mowing Hours	1,554	2,601		69.5	0	62	1263.25
Work Orders Received	N/A	8		1	0	0	9
Work Orders Completed	N/A	8		1	0	0	8
Number of Projects Started	27	40		5	2	5	25
Number of Projects Completed	18	35		5	2	6	24
Number of ballfield rainouts					53	37	90
Bags of Field Dry Used					0	10	10

White House Library March 2022

Summary of Activities

The library director attended a virtual director's check-in virtually with the region. They discussed different conferences, in-services, budgets, Summer Reading, vendor purchases, etc.

The library director attended the first Americana Celebration planning meeting for this year. The group looked at the date of the event, location, and food trucks.

The library director had a meeting with Caitlyn to discuss training options for next year, things that would be helpful, and possible changes to training. The director mentioned it would be nice to have a daylong training session at the region similar to the one that Brentwood Public Library hosts.

The library director met with Carter Beck for a new trustee orientation meeting. During this meeting, the director went over the function of the library board, regional library and city, how the board operates, and other board related information.

The library director attended her 9th municipal management class on performance management. The director only has to complete one more to finish the course.

The library director attended the budget retreat on March 10th. She presented her two CIP requests to the board of mayor and aldermen. They will vote on it at their May and June meetings.

The library board met on March 10th as well. They voted to update food for fines, the study room checkout policy, reviewed the image evaluation, and con updates.

The library director met with Cecilie for the annual consultation to discuss how things are going, ways the region could do to make things easier, etc.

The library director met with the park's director and public services manager to mark the location of the storybook trail. The panels were installed the following day with the help of public works and the parks department.

The library director attended the teen librarian submit. There were panels on censorship, summer reading, teen mental health, making comics, and teen reading box subscriptions. The director will go over some of these ideas when they hire the new teen services librarian.

The library director attended the Chamber Luncheon, which had short introductions of all the candidates running for election this year.

The friends of the library met on March 29. They voted to purchase refreshments for the storybook trail ribbon cutting, fund the petting zoo at the con, and meet with the master gardeners about the memorial garden space.

The city posted the opening for the library supervisor position. This job application closed on March 31. Interviews will take place in April and a new person will fill that position in May.

Department Highlights

The highlights for the month was all the different meetings and training that the director attended.

White House Public Library March 2022 Performance Measures

Official Service Area Populations

official Service frica i opulations								
2018	2019	2020	2021					
14,035	14,202	14,363	14,455					

Membership

March	2018	2019	2020	2021	2022
New Members	85	90	79	60	121
Updated Members	263	254	319	307	392
Yearly Totals	2018	2019	2020	2021	2022
Total Members	7,073	8,376	9,496	6,940	7,775
% of population with membership	51	59	66	48	54

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: 40,157

Estimated Value of Total Materials: \$1,003,925 Total Materials Available Per Capita: 2.78

State Minimum Standard: 2.00

Last Month: 998,000 Last Month: 2.77

Materials Added in March

Materials	raucu III	March		
2018	2019	2020	2021	2022
203	207	277	374	282

Yearly Material Added

2018	2019	2020	2021	2022
3,123	3,004	3,025	3,035	1,581

Physical Items Checked Out in March

2018	2019	2020	2021	2022
5,465	5,458	5,966	4,051	6,996

Cumulative Physical Items Check Out

2018	2019	2020	2021	2022
62,536	62,522	50,042	59,515	17,505

The library is happy that our checkout numbers have to exceed pre-covid checkouts.

Miscellaneous item checkouts

March	2018	2019	2020	2021	2022
Technology Devices	47	45	36	68	67
Study Rooms	80	84	29	23	71
Games and Puzzles	54	86	91	59	202
Seeds	107	84	47	257	41
STEAM Packs	*	20	23	0	14
Cake Pans	*	1	1	0	1

Yearly Totals

2018	2019	2020	2021	2022
644	137	381	725	180
1,082	253	305	395	176
743	222	955	1,263	451
586	112	302	878	128
148	61	25	160	50
6	1	28	21	6

Library Services Usage

March	2018	2019	2020	2021	2022
Lego Table	264	200	70	0	0
Test Proctoring	15	14	6	2	6
Charging Station	12	8	1	2	3
Notary Services	*	*	4	18	15
Library Visits	4,909	4,743	3,132	3,292	4,112
Website Usage	*	1,118	1,882	2,264	2,467
Reference Questions	11	4	1	8	5

Yearly Totals

2018	2019	2020	2021	2022
1,891	553	459	0	0
152	27	74	108	12
90	19	47	45	4
*	16	88	144	27
52,565	55,728	30,007	38,913	10,449
2,517	16,935	17,977	27,907	7,005
59	77	60	73	13

Library Volunteers

March	2018	2019	2020	2021	2022
Library Volunteers	17	14	39	9	8
Volunteer Hours	109	117	93	125	158

Yearly Totals

18-19	19-20	20-21	21-22
82	36	20	37
809	1,286	1,204	1,043.5

Since teens are needing service hours again for clubs, the number of volunteer hours has gone up again.

Computer Users

March	2018	2019	2020	2021	2022
Wireless	1054	650	341	357	414
Adult Users	449	380	178	178	270
Kids Users	183	194	78	7	209

Yearly Computer Users

2018	2019	2020	2021	2022
9,535	2,017	3,829	3,878	1003
4,642	1,103	2,138	2,235	681
2.088	556	427	957	608

White House Public Library March 2022 Performance Measures

Universal Class Counts

March	
Sign ups	2
Courses started	6
Lessons viewed	87
Class Submissions	42

Yearly Totals

2018	2019	2020	2021	2022
24	9	10	13	6
52	16	53	39	11
661	194	1,771	1,008	312
445	105	800	515	114

Programs

1,000 books	2018	2019	2020	2021	2022
Monthly Sign-ups	7	2	1	1	5
total Sign-ups	29	60	83	84	112

Achievements	2018	2019	2020	2021	2022
100 Mark	2	0	0	22	31
500 Mark	2	2	0	2	3
Completion	0	1	2	4	4

Face-to-face Kids Programs

March	2018	2019	2020	2021	2022
Programs	12	16	7	2	14
Attendees	219	284	145	49	403
Yearly	2018	2019	2020	2021	2022
Programs	146	154	43	91	37
Attendees	4,260	4,201	1,185	2,167	909

Virtua	Kids	Progra	ms

Virtual K	ids Progra	ıms	
March	2020	2021	2022
Videos	0	2	0
Views	0	16	0
Yearly	2020	2021	2022
Videos	24	19	0
Views	4,182	230	0

Grab & Go Kits

March	2020	2021	2022
Kits	0	6	0
Taken	0	162	0
Yearly	2020	2021	2022
Kits	38	44	0
Taken	1094	1,699	0

The children story time attendance has picked up so much that we may need to add another story time session during the week.

Face-to-face Teen Programs

March	2018	2019	2020	2021	2022
Programs	6	6	3	0	0
Attendees	21	6	11	0	0
Yearly	2018	2019	2020	2021	2022
Programs	47	82	68	13	0
Attendees	481	432	518	81	0

The second second	Beren to the con-	Bear over 1	rograms
1 22 5-5-11	87.284787-3449-	8. 24 0 6. 8	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

March	2020	2021	2022
Programs	1	0	0
Attendees	1	0	0
Yearly	2020	2021	2022
Programs	5	0	0
Attendees	18	0	0

March	2020	2021	2022
Programs	0	0	10
Attendees	0	0	49
Yearly	2020	2021	2022
Programs	11	43	26
Attendees	77	370	118

Combined Face-to-Face Virtual Teen & Tweens

March	2020	2021	2022
Videos	0	3	0
Views	0	50	0
Yearly	2020	2021	2022
Videos	12	6	0
Views	1,591	95	0

Grab & Go

March	2020	2021	2022
Kits	0	4	0
Taken	0	36	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

March	2018	2019	2020	2021	2022
Programs	18	14	8	3	6
Attendees	59	67	31	17	35
Yearly	2018	2019	2020	2021	2022
Programs	175	157	42	63	17
Attendees	1,009	1,343	214	351	83

Virtual

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

March	2019	2020	2021	2022
Sessions	*	*	8	10
Yearly	125	51	81	22
Grab & G	0			
March	*	*	0	0
Yearly	*	*	0	0

Interlibrary Loan Services

March	2018	2019	2020	2021	2022
Borrowed	66	73	63	51	74
Loaned	21	21	7	14	36

Yearly Interlibrary Loan Services

2018	2019	2020	2021	2022
690	690	534	673	175
410	410	151	226	135

March	R.E.A.D.S
Adults	1,763
Juvenile	122

Yearly Totals	2018-2019	2018-2019	2019-2020	2020-2021	2021-2022
Adults	15,773	21,138	23,138	19,466	15,830
Invenile	725	1.430	1 189	1.032	1.553

The READS statistics come from the state.

CITY COURT REPORT

March 2022

0	4 7	TT.	0	BIC
C	A I	11	O	NO

CITATIONS		
TOTAL MONIES COLLECTED FOR THE MO	NTH \$4,501.1	0
TOTAL N	MONIES COLLECTED YTI	D \$63,408.76
STATE FINES		72.00 \$ 000 mm 800
TOTAL MONIES COLLECTED FOR MONTH	\$2,973.0	2
TOTAL	MONIES COLLECTED YTI	D \$16,539.13
TOTAL REVENUE FOR MONTH	\$7,474.1	2
TOTAL REVENUE FOR MONTH	TOTAL REVENUE YTI	
DISBURSEMENTS	TOTAL REVENUE III	979,947.09
LITIGATION TAX	\$408.50	
DOS/DOH FINES & FEES	\$123.50	
DOS TITLE & REGISTRATION	\$256.50	
RESTITUTION/REFUNDS	\$0.00	
ON-LINE CC FEES	\$0.00	
CREDIT CARD FEES	\$0.00	
WORTHLESS CHECKS	\$0.00	
TOTAL DISBURSEMENTS FOR MONTH	\$788.5	0
	AL DISBURSEMENTS YTI	
3		
ADJUSTED REVENUE FOR MONTH	\$6,685.6	2
TOTAL	ADJUSTED REVENUE YTI	\$69,311.47
DRUG FUND		27
DRUG FUND DONATIONS FOR MONTH	\$1,557.3	1

DRUG FUND DONATIONS YTD

\$5,489.09

Offenses Convicted & Paid For Month	Count	Paid
Careless Driving	1	\$55.00
Financial Responsibilty Law	10	\$585.00
Registraiton Law	23	\$1,648.75
Improper Equipment	2	\$10.00
Texting/Hands Free Law		
Parking Prohibited	2	\$51.00
DL Exhibted		
Red Light	2	\$172.50
General-Miscellaneous	1	\$128.75
Stop Sign	4	\$417.50
Speeding	14	\$1,262.50
Seat Belt-Child Restraint	2	\$0.00
Failure To Yield	1	\$117.60
Exercise Due Care	3	\$165.00
Improper Passing		
Total	65	\$4,613.60

RESOLUTIONS....

RESOLUTION 22-04

INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY THE CITY OF WHITE HOUSE, TENNESSEE, OF NOT TO EXCEED \$24,000,000, BY THE EXECUTION WITH THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, OF A LOAN AGREEMENT TO PROVIDE FUNDING FOR CERTAIN PUBLIC WORKS PROJECTS

WHEREAS, it is necessary and in the public interest of the City of White House, Tennessee (the "City"), to incur indebtedness, through the execution with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), of a loan agreement (a "Loan Agreement"), for the purpose of financing public works projects.

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

Section 1. For the purpose of financing all or a portion of the costs of the completion of the Municipal Complex for the City, including the construction of a recreational center and a splash pad maintenance building, the demolition of the old gymnasium/civic center, the acquisition of all property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City (collectively, the "Project"), the City is hereby authorized to incur indebtedness in the amount of not to exceed \$24,000,000, for the financing of the Project through the execution of a Loan Agreement with the Authority. The rate of interest payable pursuant to the provisions of a Loan Agreement shall be a fixed rate, which can be reset at certain intervals, which rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee.

Section 2. The indebtedness evidenced by the Loan Agreement shall be payable from funds of the City legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the City, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the City will be irrevocably pledged.

Section 3. The Loan Agreement shall be executed pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), and Title 12, Chapter 10, Tennessee Code Annotated, as amended.

Section 4. After the adoption of this Resolution, the City Recorder is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the City.

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the City of White House, Tennessee, shall have been filed with the City Recorder of the City of White House, Tennessee, protesting the incurrence of the Indebtedness by the execution of the Loan Agreement, such Loan Agreement will be executed, as proposed.

Section 5. This Resolution shall take effect from and after its adoption, the welfare of the City requiring it.

Adopted and approved this 21st day of April, 2022.

Farris H. Bibb, Jr., Mayor

STATE OF TENNESSEE) COUNTIES OF ROBERTSON AND SUMNER)

I, Derek Watson, hereby certify that I am the duly qualified and acting City Recorder of the City of White House, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board"), of said Municipality held on April 21, 2022; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the borrowing of funds and the incurring of indebtedness in the amount of not to exceed \$24,000,000 by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

	WITNESS my official signature and the seal of said Municipality this 21st day of April, 2022.
	Derek Watson, City Recorder
SEAL)	

RESOLUTION 22-05

RESOLUTION AUTHORIZING A LOAN PURSUANT TO A LOAN AGREEMENT BETWEEN THE CITY OF WHITE HOUSE, TENNESSEE, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$24,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID LOAN; APPROVING THE ISSUANCE OF A BOND BY SUCH PUBLIC BUILDING AUTHORITY; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOAN AND THE PAYMENT OF SUCH INDEBTEDNESS; CONSENTING TO THE ASSIGNMENT OF THE CITY'S OBLIGATION UNDER SUCH LOAN AGREEMENT; AND, CERTAIN OTHER MATTERS

WHEREAS, the Board of Mayor and Aldermen (the "Board"), of the City of White House, Tennessee (the "Municipality" or the "City"), has determined that it is necessary to finance the costs of certain "public works projects", as defined in Title 9, Chapter 21, Tennessee Code Annotated, as from time to time amended and supplemented, consisting of financing all or a portion of the costs of the completion of the Municipal Complex for the City, including the construction of a recreational center and a splash pad maintenance building, the demolition of the old gymnasium/civic center, the acquisition of all property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City (collectively, the "Project"), by obtaining a loan from the Authority;

WHEREAS, it has been determined by the Board of the City to be in the best interests of the City to finance the Project through The Tennessee Municipal Bond Fund fixed rate loan program;

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, <u>Tennessee Code Annotated</u>, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one or more series, and to loan the proceeds thereof to the Municipality for the above described purposes;

WHEREAS, in order to effectuate the program, the Authority has authorized and approved by its Resolution, adopted March 5, 2020, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

WHEREAS, the Authority will issue its Local Government Loan Program Bond, Series 2022 (City of White House Municipal Complex Loan) (the "Bond"), in the principal amount of not to exceed \$24,000,000, and loan the proceeds thereof to the City pursuant to the provisions of a Loan Agreement, by and among the City, the Authority, and the Purchaser, as hereinafter defined, to be dated the date of issuance and delivery (the "Loan Agreement");

WHEREAS, the Board of the City has on the date hereof adopted an Initial Resolution authorizing the borrowing of funds and the incurring of indebtedness for the purpose of financing the Project and paying costs of issuance in connection the indebtedness, in the amount of not to exceed \$24,000,000, and the City Recorder has been instructed to publish such Initial Resolution together with the Notice required by Section 9-21-206 of Tennessee Code Annotated, as amended, in a local newspaper in the Municipality;

WHEREAS, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the Municipality legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged; and,

WHEREAS, the Bond is to be secured by and contain such terms and provisions as set forth in a Bond Purchase Agreement, entered into between the Authority and the purchaser of the Bond (the "Purchaser").

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

Section 1. Approval of the Loan. (a) For the purpose of providing funds to finance the Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the City, the loan to the City from the Authority is hereby authorized in the principal amount of not to exceed \$24,000,000 and the City is hereby authorized to borrow such funds from the Authority (the "Loan").

- (b) The Bond to be issued by the Authority shall bear interest at a fixed rate to be determined at the time of the issuance of the Bond, as provided in the Loan Agreement. The Mayor and City Recorder are authorized to enter into the Loan Agreement, such Loan Agreement to bear interest at a fixed rate, as the Mayor shall determine is in the best interest of the Municipality. The Municipality shall make payments of interest and principal in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The final rate of interest payable on the Loan Agreement shall not exceed the maximum rate of interest permitted by applicable law. The Loan Agreement shall be for a term of twenty- two years. The final principal and interest payment dates, final interest rate payable, amortization of principal amounts of the loan evidenced by the Loan Agreement, and prepayment provisions of such Loan Agreement, may be established by the Mayor and the Purchaser, at the time of the sale of the Bond and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the Municipality, in accordance with the terms of this Resolution and the Loan Agreement.
- (c) The Board of the City understands and is aware that the Purchaser has the option to put the Bond for purchase to the Authority during the term of the Loan (the "Put Option"), at certain intervals upon not less than one hundred eighty days' written notice to the Authority, the Tennessee Municipal Bond Fund, as administrator, and the City.

The Board is aware of the risks and benefits associated with the Loan and the Put Option. The Board finds that the repayment structure of the Loan (including the Put Option) is in the public interest of the City.

The Board further agrees that it is willing to pay additional issuance costs associated with the refunding of the Loan and related Bond in the event the Put Option is exercised by the Purchaser. In the event that the Put Option is exercised by the Purchaser, and the City is unable to pay the Loan amount in full on such date and no subsequent holder can be determined, the Board commits to refund the Loan in the following manner:

- (x) the Board shall submit a plan of refunding to the Comptroller or Comptroller's designee;
- (y) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Loan; and,
- (z) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Loan.

The Board has not retained an independent municipal advisor in connection with the Loan. The Board understands and acknowledges that the Purchaser does not owe a fiduciary duty to the City and that the Purchaser is acting for its own business and commercial interests. The Board has consulted with such advisors and experts as it deems appropriate before the consideration and adoption of this Resolution.

- Section 2. Approval of Loan Agreement. The form, terms, and provision of the Loan Agreement are in the best interest of the Municipality and are hereby approved and the Board hereby authorizes the Mayor and the City Recorder of the Municipality to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the Mayor and the City Recorder to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.
- Section 3. <u>Fulfillment of Obligations</u>. The Board of the Municipality is authorized and directed to fulfill all obligations of the Municipality under the terms of the Loan Agreement.
- Section 4. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the Municipality on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount, to the extent necessary in the event funds of the Municipality legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the Municipality under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are irrevocably pledged.
- Section 5. Approval of Bond. For the purpose of providing funds to make the loan to the Municipality evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay legal, fiscal,

and administrative costs incident thereto, including costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority in connection with the Loan Agreement is hereby approved. The proceeds from the sale of the Bond shall be paid, from Section 6. Disposition of Proceeds. time to time, to the official of the Municipality designated by law as the custodian of the funds, upon submission of a requisition for such funds by the Municipality to the Purchaser, in accordance with the terms of the Loan Agreement. Such proceeds shall be disbursed from time to time solely to finance the costs of the Project and to pay costs of issuance incurred in connection with the issuance of the Bond and the loan of the proceeds thereof to the Municipality. Any monies remaining in the Project Fund after completion of the Project shall be used to pay debt service on the Bond. The Municipality hereby consents to the assignment of all of the Section 7. Consent to Assignment. Authority's right, title, and interest in and to the Loan Agreement as security for the Bond to which such Loan Agreement relates, except for certain reserved rights of the Authority, to the Purchaser. Section 8. Arbitrage Certification. The Municipality recognizes that the purchaser and owner of the Bond will have accepted it on, and paid therefor a price, that reflects the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the Municipality agrees that it shall take no action which may cause the interest on said Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Board of the Municipality that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Board further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The Mayor and City Recorder, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality. Section 9. Miscellaneous Acts. The Mayor, the City Recorder, the City Administrator, the Finance Director, the City Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution or any of the documents herein authorized and approved. The captions or headings in this Resolution are for convenience only and shall Section 10. Captions. in no way define, limit, or describe the scope or intent of any provision hereof. Should any provision or provisions of this Resolution be declared invalid or Section 11. Severability. unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to Section 12. the extent of such conflict, hereby repealed. Section 13. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the Municipality requiring it.

	Mayor	
Attest:		
City Recorder	-	
	Resolution 22-05	

Adopted and approved this 21st day of April, 2022.

STATE OF TENNESSEE) COUNTIES OF ROBERTSON AND SUMNER)

I, Derek Watson, hereby certify that I am the duly qualified and acting City Recorder of the City of White House, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board"), of said Municipality held on April 21, 2022; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the borrowing of funds and the incurring of indebtedness in the amount of not to exceed \$24,000,000 by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

W	ITNESS my official signature and the seal of said Municipality this 21st day of April, 2022.
	City Recorder
(SEAL)	

LOAN AGREEMENT

BY AND AMONG

THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE,

CITY OF WHITE HOUSE, TENNESSEE,

AND

FIRST HORIZON TE1, LLC, A SUBSIDIARY OF FIRST HORIZON BANK Nashville, Tennessee

Relating to
\$24,000,000

The Public Building Authority of the
City of Clarksville, Tennessee
Local Government Loan Program Bond,
Series 2022

(City of White House Municipal Complex Loan)

Dated: June 3, 2022

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LOAN AGREEMENT

\$24,000,000

The Public Building Authority of the City of Clarksville, Tennessee Local Government Loan Program Bond, Series 2022 (City of White House Municipal Complex Loan)

This Loan Agreement (the "Loan Agreement"), dated as of June 3, 2022 and entered into by and among **THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE**, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee (the "Issuer"), the **CITY OF WHITE HOUSE, TENNESSEE**, a municipal corporation organized and duly existing under the laws of the State of Tennessee (the "Borrower" or the "City"), **and FIRST HORIZON TE1, LLC**, a subsidiary of First Horizon Bank, Tennessee, a national banking association (the "Bank") (collectively, the "Parties"):

WITNESSETH:

WHEREAS, the Issuer is authorized by Title 12, Chapter 10, Tennessee Code Annotated, as from time to time amended or supplemented (the "Act"), to, among other things, upon the terms and provisions set forth in the Act, enter into loan agreements with municipal corporations, as defined in the Act, for the purpose of financing the costs of constructing, installing, or acquiring certain necessary and desirable buildings, structures, equipment, and improvements constituting a "project" as such term is defined and used in the Act, for such payments and upon such terms as the board of directors of the Issuer may deem advisable in accordance with the provisions of the Act; to issue its revenue bonds pursuant to the provisions of the Act for the purpose of financing, acquiring, erecting, extending, improving, equipping, or repairing or a combination thereof, any project; and, as security for the payment of the principal of, and the interest on, any such bonds so issued, to assign and pledge, among other things, all or any part of its interest in, and rights under, the loan agreements relating to the necessary and desirable projects so financed;

WHEREAS, the Issuer has determined that there is substantial need within the State for a financing program which will provide funds for qualifying projects for municipal corporations in the State;

WHEREAS, the Issuer is authorized under the Act to issue its revenue bonds to provide funds for such purposes;

WHEREAS, the Issuer has determined that the public interest will best be served and that the purposes of the Act can be more advantageously obtained by the Issuer's issuance of its revenue bonds in order to loan funds to participating municipal corporations to finance projects;

WHEREAS, in order to effectuate the program, the Issuer has authorized and approved by its Resolution adopted March 5, 2020, the issuance of its Local Government Loan Program Bonds, in the aggregate principal amount of not to exceed \$300,000,000;

WHEREAS, the City is a municipal corporation lawfully organized and existing under the laws of the State of Tennessee;

WHEREAS, the City is authorized under the Act, its Charter, and its resolutions to enter into this Loan Agreement for the purposes of financing the costs of projects authorized by the Act;

WHEREAS, the Issuer and the City have determined that the provision of funds by the Issuer to the City (the "Loan"), pursuant to the terms of this Loan Agreement and the Bond Purchase Agreement, of even date hereof, between the Issuer and First Horizon TE1, LLC, a subsidiary of First Horizon Bank, Nashville, Tennessee (the "Bank" or "Purchaser"), including any amendments and supplements thereto, will make possible the financing of the Project for the City resulting in the efficient and economic furnishing of governmental services to the citizens residing within the boundaries of the City; and,

WHEREAS, the Board of Mayor and Aldermen (the "Board"), of the City, by an Initial Resolution, adopted by the Board on April 21, 2022 (the "Initial Resolution"), approved the borrowing of funds and the incurring of indebtedness in an amount of not to exceed \$24,000,000 in the form of a loan from the Issuer for the purpose of financing all or a portion of the costs of the completion of the Municipal Complex for the City, including the construction of a recreational center and a splash pad maintenance building, the demolition of the old gymnasium/civic center, the acquisition of all property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City (collectively, the "Project"), and by a Loan Resolution adopted by the Board on April 21, 2022 (the "Loan Resolution"), authorized a loan under a loan agreement between the Borrower and the Issuer for the aforementioned purposes and the assignment of the Borrower's obligation under such loan agreement;

WHEREAS, the Loan will be administered by The Tennessee Municipal Bond Fund (the "Administrator"), under that certain Program Management Contract, dated of even date herewith, by and between the Issuer and the Administrator; and,

WHEREAS, pursuant to the Issuer Resolution, in order to assist the Borrower in the financing of the Project, the Issuer has agreed to authorize, issue, sell, and deliver its Local Government Loan Program Bond, Series 2022 (City of White House Municipal Complex Loan) (the "Bond"), in the maximum principal amount of \$24,000,000.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE I

AUTHORITY

Section 1.01. Authority. This rights and obligations of the parties to this Loan Agreement are authorized by Title 12, Chapter 10 and Title 9, Chapter 21 of <u>Tennessee Code Annotated</u>, as amended, and other applicable provisions of law.

ARTICLE II

DEFINITIONS

<u>Section 2.01</u>. <u>Definitions</u>. The following terms shall have the following meanings in this Loan Agreement unless the text expressly or by necessary implication requires otherwise or unless reference to definitions contained in another document as part of this transaction:

"Act" means Title 12, Chapter 10, Tennessee Code Annotated, as amended,

"Administrator" means the Tennessee Municipal Bond Fund, and its successors or assigns.

"Authorized Officer of the Borrower" means the Mayor or the City Recorder and any other person or persons authorized pursuant to law or a resolution of the Board of Mayor and Aldermen of the Borrower to perform such act or execute such documents on behalf of the Borrower.

"Bank" means First Horizon TE1, LLC, a subsidiary of First Horizon Bank, Nashville, Tennessee, or its successors and assigns.

"Bond" means the Local Government Loan Program Bond, Series 2022 (City of White House Municipal Complex Loan), dated the date of its issuance and delivery, issued in the maximum principal amount of \$24,000,000.

"Bond Counsel" means Spencer Fane Bone McAllester, Nashville, Tennessee.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated the date hereof, between the Issuer, as the issuer of the Bond, and the Bank, as the purchaser of the Bond, describing the rights and obligations of both parties relating to the private placement of the Bond.

"Borrower" means City of White House, Tennessee, a municipal corporation organized and existing under the laws of the State of Tennessee.

"Borrower Resolutions" mean collectively, the Initial Resolution and the Loan Resolution of the Borrower.

"Borrower's Tax Certificate" means a tax exemption certificate, including exhibits thereto, which is entered into by the Borrower consistent with the requirements of Section 1.148-2(b) of the Treasury Regulations.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York, or the city or cities in which the primary office of the Bank is authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

"City Recorder" means the duly appointed and qualified City Recorder of the City and all successors to such office.

"Closing" means the date at which time the Loan to the Borrower is made to finance or refinance the Cost of the Project.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bond and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or affect the Bond.

"Cost of the Project" means all or a portion of the costs of the completion of the Municipal Complex for the City, including the construction of a recreational center and a splash pad maintenance building, the demolition of the old gymnasium/civic center, the acquisition of all property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become a Loan Default hereunder.

"Drawing" means a disbursement from the Project Fund pursuant to Section 4.06 hereof.

"Favorable Opinion of Bond Counsel" means, when used with respect to or in connection with any action, a written opinion of Bond Counsel to the effect that such action will not adversely affect the excludability of interest paid on the Bond from gross income for federal income tax purposes.

"Initial Resolution" means that certain Initial Resolution adopted by the Board of the City pursuant to the Section 9-21-205 of <u>Tennessee Code Annotated</u>, on April 21, 2022, authorizing the City to incur indebtedness with the Issuer to finance the Project.

"Issuer" means The Public Building Authority of the City of Clarksville, Tennessee, a public nonprofit corporation organized and existing under the laws of the State of Tennessee.

"Issuer Resolution" means the resolution of the Issuer, adopted on March 5, 2020, providing for the issuance of its Local Government Loan Program Bonds, in the aggregate principal amount not to exceed \$300,000,000, of which the Bond is one of such authorized obligations.

"Loan" means the loan as authorized by this Loan Agreement, the Borrower Resolutions, and the Issuer Resolution.

"Loan Amount" means the aggregate principal amount of all Drawings from time to time up to the Loan Commitment Amount.

"Loan Commitment Amount" means the maximum principal amount of \$24,000,000, or other amount as may be determined by the Issuer, the Borrower, and the Bank.

"Loan Rate" means, at any point in time, the applicable rate of interest on the Loan as described in Section 4.08 hereof, as determined by the Bank, and agreed to by the Borrower.

"Loan Repayment Date" means the first day of each of June and December, or if such day is not a Business Day, the next succeeding Business Day.

"Loan Repayments" means the payment of principal and interest on the Loan pursuant to the terms of this Loan Agreement.

"Loan Resolution" means that certain Resolution adopted by the Board of the City on April 21, 2022, authorizing a loan under a loan agreement between the Borrower and the Issuer to finance the Project.

"Mayor" shall mean the duly elected and qualified Mayor of the City and all successors to such office.

"Outstanding Loan Amount" means the Loan Amount minus principal prepayments and repayments made to the Bank.

"Project" means all or a portion of the costs of the completion of the Municipal Complex for the City, including the construction of a recreational center and a splash pad maintenance building, the demolition of the old gymnasium/civic center, the acquisition of all property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City, as authorized by the Borrower Resolutions.

"Put Option" means the option of the Bank to put the Bond to the Issuer for purchase on each Scheduled Put Option Date.

"Registration Agent" means the Chairman or Secretary of the Issuer, or any successor designated by its Board of Directors, as described in the Bond Purchase Agreement to maintain a register identifying the owner of the Bond.

"Repayment Exhibit" means the debt service schedule of the Loan Amount made to the Borrower and attached hereto as EXHIBIT B, as the same may be amended from time to time in accordance with the provisions of this Loan Agreement.

"Scheduled Put Option Date" means initially the tenth anniversary of the date of the closing of the Loan, subject to extension as set forth in Section 4.08 hereof, and if extended by the Bank, the tenth anniversary of the prior Scheduled Put Option Date.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF BORROWER

<u>Section 3.01</u>. <u>Representations of Borrower</u>. The Borrower represents for the benefit of the Issuer and the Bank as follows:

(a) Organization and Authority.

- (1) The Borrower is a municipal corporation, duly created and validly existing, in good standing pursuant to the constitution and statutes of the State.
- (2) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own and operate its properties, to carry on its activities, to enter into this Loan Agreement and the Borrower's Tax Certificate, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement and the Borrower's Tax Certificate.
- (3) The proceedings of the Borrower's Board approving this Loan Agreement and the Borrower's Tax Certificate and authorizing their execution and delivery on behalf of the Borrower and authorizing the Borrower to undertake and complete the Project have been duly and lawfully adopted at a meeting or meetings duly called and held at which quorums were present and acting throughout and such meeting or meetings were duly called pursuant to necessary public notice and held in accordance with all applicable law.
- (4) This Loan Agreement and the Borrower's Tax Certificate have been duly authorized, executed, and delivered by Authorized Officers of the Borrower; and, assuming that the Issuer has all the requisite power and authority to execute and deliver, and has duly authorized, executed, and delivered this Loan Agreement, this Loan Agreement and the Borrower's Tax Certificate, constitute the legal, valid, and binding obligations of the Borrower enforceable in accordance with their respective terms subject to future proceedings under bankruptcy, reorganization, debt arrangements, insolvency, or other laws of general application or principles of equity relating to or affecting the enforcement of creditors' rights. The information provided and to be provided to the Issuer, the Administrator, and the Bank in connection with obtaining the Loan hereunder is true and accurate in all respects.

- (b) <u>Full Disclosure</u>. The financial statements, including balance sheets, and any other written statement furnished by the Borrower to the Issuer, the Administrator, or the Bank do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact known to the Borrower which the Borrower has not disclosed to the Issuer, the Administrator, and the Bank in writing which materially adversely affects or is likely to materially adversely affect the financial condition of the Borrower, its ability to own and operate its property in the manner such property is currently operated or its ability to make the payments under this Loan Agreement when and as the same become due and payable.
- (c) <u>Pending Litigation</u>. There is no litigation or legal or governmental action, inquiry, investigation, or proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to make all Loan Repayments and other payments required hereby and otherwise perform its obligations under this Loan Agreement, that have not been disclosed in writing to the Bank, the Administrator, and the Issuer in the Borrower's application for its Loan or otherwise.
- Agreement by the Borrower, the performance by the Borrower of its obligations hereunder, and the consummation of the transactions provided for in this Loan Agreement and compliance by the Borrower with the provisions of this Loan Agreement and the undertaking and completion of the Project (i) are within the municipal powers of the Borrower and have been duly and effectively authorized by all necessary action on the part of the Borrower and (ii) do not and will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any existing bond ordinance, resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than this Loan Agreement) to which the Borrower is a party or by which the Borrower or any of its property may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, resolutions, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.
- (e) <u>No Defaults</u>. No event has occurred and no condition exists that, upon execution of this Loan Agreement or receipt of the proceeds of the Loan, would constitute a Default or a Loan Default. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, or its property, may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to make all Loan Repayments or other payments required hereby or otherwise perform its obligations under this Loan Agreement.
- (f) Governmental Consent. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the making and performance by the Borrower of its obligations under this Loan Agreement or for the undertaking or completion of the Project and the financing thereof, and the Borrower has complied with any applicable provisions of law requiring any notification, declaration, filing, or registration with any governmental body or officer in connection with the making and performance by the Borrower of its obligations under this Loan Agreement or the Borrower's Tax Certificate or with the undertaking or completion of the Project and the financing thereof. The financing of the Project as contemplated by this Loan Agreement is consistent with the terms of any such governmental consent, order, or any action applicable thereto. No consent, approval or authorization of, or filing, registration, or qualification with, any governmental authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Loan Agreement, the Borrower's Tax

Certificate, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) <u>Compliance with Law.</u>

- (1) The Borrower is in compliance with all laws, ordinances, resolutions, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or the condition (financial or otherwise) of the Borrower; and,
- (2) The Borrower has obtained all licenses, permits, franchises, or other governmental authorizations necessary to the ownership of its property or to the conduct of its activities, and agrees to obtain all licenses, permits, franchises, or other governmental authorizations which may be required in the future, which, if not obtained, would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower.

Section 3.02. Particular Covenants of the Borrower.

- (a) Performance of this Loan Agreement. The Borrower agrees: (i) to cooperate with the Issuer and the Bank in the performance of the respective obligations of the Bank and the Issuer under this Loan Agreement; (ii) to establish, levy, and collect ad valorem taxes on all taxable property within the City, sufficient to pay when due the annual amounts payable and sufficient to fulfill the terms and provisions of this Loan Agreement; and, (iii) to deliver to the Issuer, the Administrator, and the Bank, and any designee of such parties, any report or certificate required to comply or to evidence compliance with requirements imposed by the Bank.
- (b) <u>Inspections</u>. The Borrower shall permit the Issuer, the Administrator, and the Bank, and any party designated by any of such parties, to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto (other than documents the confidentiality of which is protected by law or professional codes of ethics) and to its financial standing, and shall supply such reports and information as the Issuer or the Bank may reasonably require in connection therewith.
- (c) <u>No Federal Guarantee</u>. The Borrower has not secured and will not secure any of its obligations hereunder by any obligation which is federally guaranteed within the meaning of Section 149(b) of the Code.
- (d) <u>Insurance</u>. The Borrower shall maintain or cause to be maintained, in force, insurance with responsible insurers with policies or self insurance with respect to its property, insuring against such casualties and contingencies of such types (including public liability insurance) and in such amounts as are customary in the case of persons engaged in the same or similar activity and similarly situated.
- (e) <u>Cost of Project</u>. The Borrower certifies that the Cost of the Project is a reasonable and accurate estimation and upon direction of the Bank, the Administrator, or the Issuer will supply the same with a certificate from independent engineers stating that such Cost of the Project is a reasonable and accurate estimation.
- (f) <u>Project</u>. All items constituting the Project constitute a "project" as defined in the Act. The Borrower intends to cause the Project to be operated at all times during the term of the Loan Agreement as a governmental facility which qualifies as a "project" as defined in the Act.

The Loan Amount will not exceed the cost of and incidental costs related to the acquisition, construction, improvement, and financing of the Project and the issuance of the Bond by the Issuer to provide funds to make the Loan. The Project is needed by the Borrower and will not result in an unnecessary duplication of existing facilities. The Project is consistent with the orderly development and provisions of services in the area in which the Borrower is located. The Borrower will proceed with due diligence to complete the Project.

(g) <u>Information</u>. The Borrower shall, at the reasonable request of the Issuer, the Administrator, or the Bank, discuss the Borrower's financial matters with the Issuer, the Administrator, or the Bank and provide the Issuer, the Administrator, or the Bank with access to and copies of any documents (other than documents the confidentiality of which is protected by law or professional codes of ethics) reasonably requested by the Issuer, the Administrator, or the Bank.

(h) Maintenance and Use of Project.

- (1) The Borrower will maintain the Project in good condition and make all necessary renewals, replacements, additions, betterments, and improvements thereof and thereto. However, the Borrower may sell or otherwise dispose of all or any part of the Project for fair market value if such part has become obsolete or outmoded or for other reasons is not needed by the Borrower, so long as (i) the Borrower shall deliver to the Issuer, the Administrator, and the Bank a Favorable Opinion of Bond Counsel with respect to such sale or other disposition, and (ii) the proceeds of such sale or other disposition are used by the Borrower to purchase replacements or substitutions for the Project sold or disposed of, which replacements or substitutions shall become a part of the Project, or to prepay the Loan. The Borrower represents that it does not presently intend to sell the Project.
- (2) The Borrower will not use the Project or suffer or permit the Project or any portion thereof to be used for other than a governmental, public purpose by the Borrower.
- (i) Agreements Requested by the Bank. The Borrower shall provide a copy of its annual budget to Bank as soon as it is approved. The Borrower shall also provide a copy of any notices received from any rating agency maintaining a rating on the Borrower which announces a change in such rating.
- Bank as soon as available and in any event within 270 days after the end of each fiscal year, an audited statement of its financial position as of the end of such fiscal year and the related statements of revenues and expenses for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by the independent auditor engaged by the Borrower on the date of this Loan Agreement or other independent certified public accountants acceptable to the Issuer, the Administrator, and the Bank and which shall include the Division of Local Government Audit, or any successor thereto, which acceptance will not be unreasonably withheld, whose report shall state that such financial statements present fairly the financial position as of the end of such fiscal year and the results of operations and changes in financial position for such fiscal year.
- (k) <u>Keeping of Records and Books of Account</u>. The Borrower shall keep or cause to be kept proper records and books of account, in which correct and complete entries will be made in accordance with generally accepted accounting principles, consistently applied (except for changes concurred in by the Borrower's auditors) reflecting all of its financial transactions.
- (l) <u>Compliance with Laws, Etc.</u> The Borrower shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations, and orders of any governmental authority, noncompliance with which would, singly or in the aggregate, materially adversely affect its business,

properties, earnings, prospects or credit, unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(m) <u>Indemnity</u>. To the extent legally permissible, the Borrower will pay, and will protect, indemnify, and save the Issuer and the Administrator, each member, officer, director, employee, and agent of the Issuer and the Administrator, and each other person, if any, who has the power directly or indirectly, to direct or cause the direction of the management and policies of the Issuer, harmless from and against, any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees), suits, claims and judgments of whatsoever kind and nature (including those in any manner directly or indirectly arising or resulting from the use or operation of the Project) in any manner directly or indirectly (in any case, whether or not by way of the Borrower, its successors and assigns, or directly or indirectly through the agents, contractors, employees, licensees, or otherwise of the Borrower or its successors and assigns) arising or resulting from, out of, or in connection with, the Bond, the Project, this Loan Agreement, or the breach or violation of any event, covenant, representations, or warranty of the Borrower set forth in this Loan Agreement or any document delivered pursuant hereto or thereto or in connection herewith or therewith.

To the extent legally permissible, the Borrower will pay, and will protect, indemnify and save the Bank, the Administrator, and the Issuer, their officers, directors, agents, and employees, and each person, if any, who controls the Bank, the Administrator, or the Issuer or any of its directors, officers, agents, or employees within the meaning of the Securities Exchange Act of 1934, as amended, harmless from and against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees), suits, claims and judgments of whatsoever nature directly or indirectly arising or resulting from, or in connection with, the breach or violation by the Borrower of any agreement, covenant, representation, or warranty of the Borrower set forth in this Loan Agreement or any document delivered pursuant hereto or thereto or in connection herewith or therewith. An indemnified person shall promptly notify the Borrower in writing of any claim or action brought against it, in respect of which indemnity may be sought against the Borrower, setting forth, to the extent reasonably practicable under the circumstances, the particulars of such claim or action, and the Borrower will promptly assume the defense thereof, including the employment of competent counsel satisfactory to such indemnified person and the payment of all expenses.

An indemnified person may employ separate counsel with respect to any such claim or action and participate in the defense thereof, but, except as provided herein, the fees and expenses of such separate counsel shall not be payable by the Borrower unless such employment has been specifically authorized by the Borrower or unless such employment was occasioned by conflicts of interest between and among indemnified persons and/or the Borrower. If the Borrower shall fail to assume the defense of any action as required hereunder, or, within a reasonable time after commencement of such action to retain counsel satisfactory to the indemnified person, the fees and expenses of counsel to such indemnified person hereunder shall be paid by the Borrower.

All amounts payable to or with respect to the Issuer under this Section shall be deemed to be fees and expenses of the Issuer for purposes of the provisions hereof dealing with the assignment of the Issuer's rights hereunder.

The provisions of this subparagraph shall survive the payment in full and termination of this Loan Agreement.

(n) <u>Further Assurance</u>. The Borrower shall execute and deliver to the Issuer, the Administrator, and the Bank all such documents and instruments and do all such other acts and things as may be necessary or required by the Issuer, the Administrator, and the Bank to exercise and enforce their rights under this Loan Agreement and to realize thereon, and record and file and rerecord and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or

required by the Issuer and the Bank to validate, preserve, and protect the position of the Issuer, the Administrator, and the Bank under this Loan Agreement.

- (o) <u>Information Reports</u>. The Borrower covenants to provide the Issuer or the Administrator, on behalf of the Issuer, with all material information necessary to enable the Issuer to file all reports required under Section 149(e) of the Code, if any, to assure that interest paid by the Issuer on the Bond shall be excluded from gross income of the owner for federal income tax purposes.
- (p) <u>Tax Exempt Status of Bond</u>. The Issuer and the Borrower understand that it is the intention hereof that the interest on the Bond not be included within the gross income of the owner thereof for federal income tax purposes. In furtherance thereof, the Borrower agrees that it will take all action within its control which is necessary in order for the interest on the Bond to remain excludable from gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes and shall refrain from taking any action which results in such interest becoming so included.

The Borrower covenants that it will record or file or cause to be recorded or filed in such manner and in such places whatever documents as may be required by law, the Bank or the Issuer to be recorded or filed in order to protect fully the security of the owner of the Bond, and, if applicable, the tax-exempt status of such Bond, including, but not limited to, the filing of all reports as may be required from time to time pursuant to the Code.

The Borrower further covenants that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Bond, with respect to the payments derived from the Bond, or with respect to the purchase of other obligations, which action or failure to act may cause the Bond to be an "arbitrage bond" within the meaning of such term as used in Section 148 of the Code.

The Borrower will file, or cause to be filed, a Form 8038-G (or successor form) with respect to the Loan in a timely manner. The Borrower has on the date hereof executed a Borrower's Tax Certificate and hereby agrees to observe all covenants contained therein.

- (q) <u>Maintenance of Existence; Merger, Consolidation, Etc.</u> The Borrower will maintain its corporate existence, and status as a municipal corporation, as defined in the Act, except that it may dissolve or otherwise dispose of all or substantially all of its assets and may consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it if (i) the surviving, resulting, or transferee corporation is a municipal corporation, as defined in the Act, and, if other than the Borrower, assumes in writing all of the obligations of the Borrower hereunder; and (ii) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under this Loan Agreement. In addition, the Borrower will obtain (y) an opinion of Borrower's counsel that the merger or consolidation complies with this paragraph (q), and (z) a Favorable Opinion of Bond Counsel delivered to the Issuer and the Bank with respect to the merger or consolidation.
- (r) <u>Use of Proceeds.</u> Except to the extent that the Borrower shall deliver to the Issuer, the Administrator, and the Bank a Favorable Opinion of Bond Counsel with respect to the failure of the Borrower to comply with any of the agreements on its part contained in the following paragraphs, the Borrower represents and agrees as follows with respect to the use of the Loan Amount; *provided, however*, that if the Borrower shall deliver to the Issuer, the Administrator, and the Bank a Favorable Opinion of Bond Counsel with respect to compliance with a requirement other than, different from or in addition to those set forth below, then the Borrower shall comply with such other, different or additional requirement:
 - (1) The Borrower will apply the Loan Amount from the Issuer solely for the financing of the Project as set forth in <u>EXHIBIT A</u> hereto. The Project shall be used in or in connection with the governmental purposes of the Borrower consistent with the Borrower Resolutions.

- (2) None of the Loan Amount is being or will be used to refund or refinance any debt instruments, except as provided in this Loan Agreement and consistent with the terms of the Borrower Resolutions.
- (3) The Borrower covenants that neither it nor any related person as contemplated by United States Treasury Regulation Section 1.148-1(b) shall, pursuant to an arrangement, formal or informal, purchase any bonds of the Issuer in an amount related to the Loan Amount delivered in connection with the transaction contemplated hereby.
- (4) The Borrower will not use any of the Loan Amount in any manner that would cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and will take such actions as are necessary and within its power to assure that the interest on the Bond will not be subject to inclusion in the gross income of the owner thereof for federal income tax purposes by virtue of the Bond being an "arbitrage bond".
 - (5) (a) No more than five percent of the Loan Amount plus investment earnings thereon will be used, directly or indirectly, in whole or in part, in any activity carried on by any person other than a state or local governmental unit.
 - (b) The payment of more than five percent of the principal of or the interest on the Loan Amount will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any activity carried on by any person other than a state or local governmental unit or (B) payments in respect of such property or (ii) on a present value basis, derived from payments (whether or not by or to the Issuer) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit.
 - (c) No more than five percent of the Loan Amount and investment earnings thereon will be used, directly or indirectly, to make or finance loans to any persons.
 - (d) No users of the Project other than state or local governmental units will use more than five percent of the Project, in the aggregate, on any basis other than the same basis as the general public; and no person other than a state or local governmental unit will be users of more than five percent of the Project, in the aggregate, as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment or output contract, or (iii) any other similar arrangement, agreement or understanding, whether written or oral.
- (6) The Borrower will not permit any direct or indirect guarantees of the Loan if any person obligated on such guarantee is an "insider" as defined in Section 101 of the United States Bankruptcy Code.
- (7) The Borrower will apply the Loan Amount solely for the financing of or to reimburse itself for the Cost of the Project. The Borrower shall, as quickly as reasonably possible, and with due diligence, spend the Loan Amount for the cost of acquiring, constructing, improving, or financing such Project.

ARTICLE IV

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 4.01. The Loan. In order to provide funds for the purpose of financing the Costs of the Project and to pay the costs of issuance in connection with the Bond and the loan of the proceeds thereof to the Borrower, the Bank, upon the closing of the Loan, will commit to fund the Loan Commitment Amount, which shall be deposited from time to time in a Project Fund established by the Borrower, in amounts corresponding to each Drawing.

The Bank, as the purchaser of the Bond, shall make the Loan to the Borrower from time to time by disbursing amounts to the Borrower upon receipt of a requisition substantially in the form of EXHIBIT E hereto and meeting the requirements of Sections 4.04 and 4.06 hereof; *provided, however*, no disbursement shall be made if a Loan Default has occurred and is continuing under this Loan Agreement. The proceeds of the Loan shall be used strictly in accordance with Section 3.02(r).

- Section 4.02. Sufficiency of Loan Amounts. None of the Issuer, the Administrator, or the Bank warrants or represents in any way that the Loan Amount will be sufficient to finance the entire Cost of the Project.
- Section 4.03. Commencement of Loan Agreement Term. The Borrower's obligations under this Loan Agreement shall commence on the date of this Loan Agreement and shall continue until each Scheduled Put Option Date and until the payment of the principal, interest, and fees, if any, on the Loan are fully paid.
- <u>Section 4.04.</u> <u>Loan Closing Submissions</u>. At the Closing for the Loan, the Borrower will provide to the Issuer, the Administrator, and the Bank the following documentation:
- (a) Resolution of the Borrower and evidence satisfactory to Bond Counsel that any provisions found in Title 9, Chapter 21 of <u>Tennessee Code Annotated</u>, as amended, have been complied with which are necessary for the Borrower to incur indebtedness pursuant to this Loan Agreement.
- (b) Resolution of the Borrower authorizing the Loan and the execution and delivery of the Loan Agreement and related documents, a copy of which is attached hereto as <u>EXHIBIT C</u>;
- (c) An opinion of the Borrower's Counsel addressed to the Issuer, Bond Counsel, and the Bank, a copy of which is attached hereto as <u>EXHIBIT D</u>;
- (d) A letter from the Bank or other evidence satisfactory to the Issuer and the Administrator attached hereto as <u>EXHIBIT F</u> to the effect that the Bank has approved the Loan;
- (e) Evidence of approval attached hereto as <u>EXHIBIT G</u> from the Director of Local Government Finance;
- (f) An opinion or opinions addressed to, and in form and substance acceptable to, the Issuer and the Bank of Bond Counsel to the effect that such financing with Loan proceeds is permitted under the Act and the Borrower Resolutions authorizing this Loan Agreement and will not cause the interest on the Bond to be included in gross income of the owner thereof for federal income tax purposes or adversely affect the validity, due authorization for or legality of the Bond;
 - (g) An executed Borrower's Tax Certificate attached hereto as EXHIBIT H; and,

(h) Such other certificates, documents, and information as the Issuer, the Administrator, the Bank, and Bond Counsel may require.

All opinions and certificates shall be dated the date of the Closing.

<u>Section 4.05.</u> <u>Evidence of Loan.</u> The Borrower's obligation to repay the Loan Amount together with interest thereon, and other payments required under this Loan Agreement, shall be evidenced by this Loan Agreement.

Section 4.06. Disbursement of Funds from Project Fund. The Borrower shall establish a special fund to be known as the "City of White House Municipal Complex Loan Project Fund," or such other designation as the Mayor shall determine (the "Project Fund"). From the date of Closing for a period of thirty-six (36) months, Loan proceeds shall be disbursed to the Borrower, from time to time, upon submission to the Bank and the Administrator of requisitions by an Authorized Officer of the Borrower substantially in the form attached hereto as EXHIBIT E demonstrating that Costs of the Project have been paid by the Borrower or are due and payable by the Borrower (each a "Drawing"). The Borrower also hereby agrees that approximately one-third of the Loan Commitment Amount shall be drawn each year. The Borrower shall also provide such other certificates, documents, and information related to the Project or the Loan as the Bank, the Administrator, or the Issuer may require.

Upon completion of the Project, the Borrower shall give notice to the Administrator and the Bank in writing stating that such Project has been completed and that no additional funds will be requested from the Project Fund.

Section 4.07. Designee of Issuer for Loan Repayments. The Borrower shall make Loan Repayments, as provided herein, in lawful money of the United States of America directly to the Bank, as the Issuer's designee for receipt of such Loan payments hereunder. Each such Loan Repayment shall be made by the Borrower by wire transfer of immediately available funds directly to the Bank, as the designee of the Issuer.

Section 4.08. Loan Repayments; Term of Loan. (a) The Loan Amount shall be repaid in installments, consisting of (i) annual principal repayments payable in such amounts on the Loan Repayment Dates as set forth on the Repayment Exhibit attached hereto; and (ii) semiannual interest payments on the Outstanding Loan Amount. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The interest portion of the Loan Repayments shall be due semiannually on each Loan Repayment Date commencing on December 1, 2022. After the first of the month immediately preceding the Loan Repayment Date and each six months thereafter, the Bank will bill the City for the interest due during such six month period based on the Outstanding Loan Amount as of the first day of each month. The Bank will furnish the invoice to the Borrower and the Administrator at least fifteen (15) days prior to the payment date.

All Loan Repayments shall be due as set forth above unless the Loan is prepaid in whole or in part prior to its maturity.

Loan Repayments shall be applied as follows: (i) first, to pay the interest portion of Loan Repayments, and (ii) second, to pay the principal portion of the Loan Repayments.

The Bank, at its sole option, may (i) extend the Scheduled Put Option Date for purposes of this Loan Agreement for an additional term of ten (10) years or (ii) put the Bond to the Issuer for purchase on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Bank shall have notified the Issuer, the Borrower, and the Administrator,

in writing, that it intends to put the Bond to the Issuer for purchase on the next Scheduled Put Option Date, then the Bank shall be obligated to extend the Scheduled Put Option Date for an additional ten (10) year term from the then stated Scheduled Put Option Date.

If the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on no Loan Default existing hereunder on the Scheduled Put Option Date.

The Board of the City understands and is aware it may be required to either pay in full or refund the outstanding debt evidenced by the Loan Agreement in the event the Bank exercises it Put Option on the Scheduled Put Option Date. The Board has by its Loan Resolution found that it is aware of the risks and benefits associated with the debt evidenced by the Loan Agreement and the Put Option and that the repayment structure of the debt evidenced by the Loan Agreement (including the Put Option) is in the public interest of the City.

The Board hereby agrees that it is willing to pay additional issuance costs associated with the refunding of the Loan and related Bond in the event the Put Option is exercised by the Bank. In the event that the Put Option is exercised by the Bank, and the City is unable to pay the Loan amount in full on such date and no subsequent holder can be determined, the Board commits to refund the Loan in the following manner:

- (x) the Board shall submit a plan of refunding to the Comptroller or Comptroller's designee;
- (y) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Loan Agreement; and,
- (z) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Loan Agreement.

Further, if the Bank elects to extend the Scheduled Put Option Date, it may at its sole option, elect to change the Loan Rate on the Bond and the Loan by notice delivered to the Issuer, the Borrower, and the Administrator not less than one hundred eighty (180) days prior to the Scheduled Put Option Date, of the new Loan Rate for the next ten (10) years of the Loan. If the Borrower agrees to the new Loan Rate, the Bank will cause to be provided to the Borrower an amended Repayment Exhibit showing the debt service schedule of Loan Repayments with the revised interest payments and Loan Rate for the next ten (10) years; provided, however, that the principal payments due on each principal payment date shall not be revised due to any rate adjustment.

Section 4.09. Unconditional Obligation to Pay Loan Repayments. The obligation of the Borrower to make payment of Loan Repayments or any other amounts required by this Article IV and other Sections hereof, and to perform and observe the other covenants and agreements contained herein, shall be absolute and unconditional in all events except as otherwise expressly provided in this Loan Agreement. Notwithstanding any dispute between the Borrower and the Issuer, the Bank, or any other person, the Borrower shall make all payments of Loan Repayments when due and shall not withhold any Loan Repayments pending final resolution of such dispute, nor shall the Borrower assert any right of setoff or counterclaim against its obligation to make such payments required under this Loan Agreement.

The Borrower's obligation to pay rebate liability, if any, shall survive payment of the Loan and termination of this Loan Agreement. The Issuer and the Borrower agree that the Borrower shall bear all risk of damage or destruction in whole or in part to the Project or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation of the Project, or any manner or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the

Project or the compliance by the Borrower with any of the terms of this Loan Agreement. Notwithstanding the foregoing, this Section 4.09 shall not limit the rights of the Borrower to recover amounts owing to it, except as specifically set forth herein.

<u>Section 4.10</u>. <u>Optional Prepayment</u>. The Loan Repayments may not be prepaid, in whole, during the first five (5) years of the Loan from the Closing Date of the Loan.

After the five year period, the Borrower may prepay the Loan Repayments, in whole, at the price of par, plus accrued interest, to the date of prepayment, by providing a thirty (30) day notice in writing to the Issuer, the Bank, and the Administrator (the "30-Day Legal Notice of Prepayment").

Additionally, a sixty (60) day notice in writing to the Administrator (the "60-Day Notice of Intent"), is required to provide the opportunity for the Administrator to make a proposal to the Borrower. The 60-day Notice of Intent may occur as early as sixty (60) days prior to the end of the five-year period; however, in no event, shall the notice be less than sixty (60) days prior to the legally binding 30-Day Legal Notice of Prepayment. If the 60-Day Notice of Intent is not given to the Administrator, then the 30-Day Legal Notice of Prepayment shall be of no force and effect.

Notwithstanding the above, the Borrower may make additional Loan Repayment, upon thirty (30) days' written notice to the Administrator and the Bank; provided, however, that such additional payments of principal must be paid from Borrower funds, not borrowed funds. Any additional payments shall be applied in inverse order of maturity.

Arbitrage Certification. The Borrower recognizes that the purchaser of the Bond Section 4.11. will have accepted it on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the Borrower agrees that it shall take no action which may cause the interest on said Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Board of the Borrower that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Board further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The Mayor and the City Recorder, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the City.

ARTICLE V

SOURCE OF PAYMENT

Section 5.01. Source of Payment. The Loan shall be payable from any and all funds of the City legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the City. For the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the City has been irrevocably pledged. The Loan is a general obligation of the City, consistent with Tennessee law.

<u>Section 5.02</u>. <u>Levy of Tax.</u> The Borrower, through its Board to the extent necessary, shall annually levy and collect a tax upon all taxable property within the City, in addition to all other taxes authorized by law, sufficient to pay principal and interest on the Loan when due.

ARTICLE VI

LOAN DEFAULTS AND REMEDIES

<u>Section 6.01</u>. <u>Loan Defaults</u>. If any of the following events occurs, it is hereby defined as and declared to be and to constitute a "Loan Default":

- (a) failure by the Borrower to pay any payment obligation required to be paid hereunder when due, which failure shall continue a period of five Business Days;
- (b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) or (c) through (f) of this Section, which failure shall continue for a period of thirty (30) calendar days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by Issuer or the Bank, unless the Issuer and the Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Issuer and the Bank may not unreasonably withhold their consent to an extension of such time up to thirty (30) calendar days from the delivery of the written notice referred to above if corrective action is instituted by the Borrower in the applicable period and diligently pursued until the Loan Default is corrected;
- (c) any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect on the date on which such representation is made;
- (d) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) calendar days after such filing and such dismissal shall be final and not subject to appeal; or the Borrower shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property if such order remains in effect or such possession continues for more than thirty (30) calendar days;
 - (e) the Borrower shall generally fail to pay its debts as such debts become due; and,
- (f) any material provision of this Loan Agreement shall at any time for any reason cease to be valid and binding on the Borrower, or shall be declared to be null and void, or the validity or enforceability

of any thereof shall be contested by the Borrower or any governmental agency or authority (other than the Issuer), or if the Borrower shall deny any further liability or obligation under this Loan Agreement.

- Section 6.02. Notice of Default. The Borrower shall give the Bank, the Administrator, and the Issuer prompt telephonic notice of the occurrence of any event referred to in Section 6.01 (d) or (e) hereof and of the occurrence of any other event or condition that constitutes a Default or a Loan Default at such time as any Authorized Officer of the Borrower becomes aware of the existence thereof.
- Section 6.03. Remedies on Default. Whenever a Loan Default referred to in Section 6.01 shall have happened and be continuing, the Bank shall have the right to take any action permitted or required pursuant to this Loan Agreement and the Bond Purchase Agreement and to take one or more of the following remedial steps:
- (a) declare all Loan Repayments and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand; and,
- (b) take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

In addition, if a Loan Default referred to in Section 6.01(d) or (e) shall have occurred, the Issuer shall, with notice to the Administrator and with the consent of the Bank, declare all Loan Repayments and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand.

- Section 6.04. Attorney's Fees and Other Expenses. The Borrower shall on demand pay to the Issuer, the Administrator, or the Bank the reasonable fees and expenses of attorneys and other reasonable expenses including, without limitation, the reasonably allocated costs of in-house counsel and legal staff incurred by any of them in collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance of any other obligations of the Borrower upon a Loan Default.
- <u>Section 6.05.</u> <u>Applications of Moneys.</u> Any moneys collected by the Issuer, the Administrator, or the Bank pursuant to Section 6.03 hereof shall be applied in the same manner as Loan Repayments are applied pursuant to Section 4.08 hereof. Any moneys remaining shall be paid as owed, first to the Bank and then credited to Loan Repayments of the Borrower.
- Section 6.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Issuer or the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Loan Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Bank to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article VI.
- Section 6.07. Retention of the Issuer's Rights. Notwithstanding any assignment or transfer of this Loan Agreement, or part thereof, pursuant to the provisions hereof or anything else to the contrary contained herein, the Issuer shall have the right upon the occurrence of a Loan Default to take any action, including, without limitation, bringing an action against the Borrower at law or in equity, as the Issuer may, in its discretion, deem necessary to enforce the obligations of the Borrower to the Issuer pursuant to Section 6.04 hereof.

ARTICLE VII

TITLE TO PROJECT

Title to the Project will initially be in the Borrower. Provided the Borrower shall obtain a Favorable Opinion of Bond Counsel, the Borrower shall have the right to convey the Project to any other persons, subject to the limitations, if any, contained in other provisions of this Loan Agreement and the Borrower's Tax Certificate. Upon, and as a condition to, any such conveyance not permitted hereby, the Borrower shall prepay the Outstanding Loan Amount immediately upon demand of the Issuer or the Bank.

ARTICLE VIII

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; INDEMNIFICATION

Section 8.01. <u>Disclaimer of Warranties</u>. Neither the Issuer, the Administrator, nor the Bank makes any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness of the use of the Project or any portion thereof or any warranty with respect thereto. In no event shall the Issuer or the Bank be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Loan Agreement or the existence, furnishing, functioning or the Borrower's use of the Project or any item or products or services provided in this Loan Agreement.

Section 8.02. Warranties. The Borrower's sole remedy for the breach of any warranty, right of indemnification or representation relating to the Project or any part thereof shall be against the vendors or manufacturers of the Project and not against the Issuer or the Bank nor shall such matter have any effect whatsoever on the rights and obligations of the Borrower or the Issuer with respect to this Loan Agreement. The Borrower expressly acknowledges that neither the Issuer nor the Bank makes, or has made, any representation or warranty whatsoever as to the existence or availability of any such warranties of such vendors or manufacturers.

Section 8.03. Indemnity and Hold Harmless Provisions. To the extent legally permissible, the Borrower hereby releases the Issuer, the Administrator, and the Bank and their respective members, agents, employees, attorneys, and consultants from, agrees that the Issuer, the Administrator, and the Bank and their respective members, agents, employees, attorneys, and consultants shall not be liable for, and agrees to reimburse and indemnify and hold the Issuer, the Administrator, and the Bank, and their respective members, agents, employees, attorneys, and consultants harmless from and against, any and all: (1) liability for loss to the Project (or any injury to or death of any and all Persons that may be occasioned by any cause whatsoever pertaining to Project or arising by reason of or in connection with the acquisition, installation, maintenance, checkout, or use of or failure to use the Project); (2) liability arising from, or expense incurred by the Issuer and the Bank by reason of, the Loan or this Loan Agreement and all causes of action and attorneys' fees and any other expense incurred in defending any suits or actions which may arise as a result of any of the foregoing; and, (3) all costs and expenses of the Issuer and the Bank and their respective officers, directors, employees, agents, and attorneys incurred as a result of carrying out their obligations under this Loan Agreement; provided, however, the provisions of this Section 8.03 shall survive the termination of this Loan Agreement.

Section 8.04. Reimbursement of Issuer, Administrator, and Bank. Notwithstanding that it is the intention of the parties hereto, other than herein expressly provided, that the Issuer, the Administrator, or the Bank shall not incur any pecuniary liability by reason of this Loan Agreement or the Loan, or by reason of any actions, documents, statutes, ordinances, or regulations pertaining to the foregoing, the Borrower hereby agrees to promptly pay any and all costs and expenses (including attorneys' fees), as such costs and expenses

accrue, which may be incurred by, or judgments which may be rendered against, the Issuer, the Administrator, or the Bank or any of their respective officers, employees, or agents, at any time or times during, or subsequent to, the term of the Loan: (1) in enforcing any of the terms, covenants, conditions, or provisions of this Loan Agreement or any other document herein contemplated; (2) in taking any action as a result of the occurrence of any Loan Default; or, (3) in defending any action, suit, or proceeding brought against the Issuer or the Bank or any of their respective officers, employees or agents, as a result of the violation by the Borrower of, or failure by the Borrower to comply with, any present or future federal, State or municipal law, ordinance, regulation, or order, or as a result of any alleged failure, neglect, misfeasance, malfeasance or default on the part of the Borrower, or any of the employees, servants, agents, or independent contractors of the Borrower in connection with, arising from, or growing out of, this Loan Agreement or the Loan or the Project, or any activities conducted with, or any use of or failure to use, the Project, or any action pertaining to, or connected with, any of the foregoing.

ARTICLE IX

MISCELLANEOUS

<u>Section 9.01.</u> <u>Notices.</u> All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by certified mail, postage prepaid, to the Issuer, the Bank, the Administrator, and the Borrower at the following addresses:

(a) Issuer:

The Public Building Authority of the City of Clarksville, Tennessee c/o Runyon & Runyon 301 Main Street Clarksville, Tennessee 37040

With a copy to: Tennessee Municipal Bond Fund 226 Anne Dallas Dudley Boulevard, Suite 502 Nashville, Tennessee 37219 Attention: President/CEO

(b) Administrator:

Tennessee Municipal Bond Fund 226 Anne Dallas Dudley Boulevard, Suite 502 Nashville, Tennessee 37219 Attention: President/CEO

(c) Bank:

First Horizon Bank 511 Union Street, 4th Floor Nashville, Tennessee 37219 Attention: W.A. Stringer

(d) Borrower:

City of White House, Tennessee 105 College Street White House, Tennessee 37188 Attention: Mayor

- Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificate or other communications shall be sent, by notice in writing given to the others.
- Section 9.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Administrator, the Bank, and the Borrower and their respective successors and assigns.
- Section 9.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.
- Section 9.04. Amendments, Changes and Modifications. In order to induce the Bank to purchase the Bond, the Issuer and the Borrower hereby agree that they will not, without the prior written approval of the Bank, enter into any amendment, change, or modification of this Loan Agreement.
- Section 9.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- <u>Section 9.06.</u> <u>Applicable Law.</u> This Loan Agreement shall be governed by and construed in accordance with the laws of the State.
- <u>Section 9.07.</u> <u>Consent and Approvals.</u> Whenever the written consent or approval of the Issuer shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Issuer unless otherwise provided by law or by rules, regulations or resolutions of the Issuer or unless expressly delegated to the Bank.
- <u>Section 9.08.</u> <u>Captions.</u> The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.
- Section 9.09. Benefits of Loan Agreement. This Loan Agreement is executed, among other reasons, to induce the purchase of the Bond by the Bank pursuant to the Bond Purchase Agreement. Accordingly, all covenants, representations, and agreements of the Borrower herein contained are hereby declared to be for the benefit of the Issuer, the Administrator, and the Bank. The Borrower covenants and agrees to comply with, and to enable the Issuer to comply with, all covenants and requirements contained in the Bond Purchase Agreement and the Issuer's Tax Certificate.
- Section 9.10. Refunding Bonds. In the event the Bond is refunded, all references in this Loan Agreement to the Bond shall be deemed to refer to the refunding bonds.
- Section 9.11. Further Assurances. The Borrower shall, at the request of the Bank, the Administrator, or the Issuer, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

IN WITNESS WHEREOF, the Issuer, the Borrower, and the Bank have caused this Loan Agreement to be executed and delivered, as of the execution date set forth on EXHIBIT A hereto.

THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE By: Chairman ATTEST: By: Secretary CITY OF WHITE HOUSE TENNESSEE Mayor ATTEST: By: City Recorder FIRST HORIZON TE1, LLC. By: First Horizon Bank, as attorney in fact, with full power of substitution By: Senior Vice President Acknowledged by: TENNESSEE MUNICIPAL BOND FUND By:

President

Exhibit A

Description of the Loan

(1) Execution Date of this Loan Agreement: June 3, 2022

(2) Name and Address of Borrower:

City of White House, Tennessee

105 College Street

White House, Tennessee 37188

Attention:

City Administrator

Telephone:

615-672-4350

Fax:

615-672-2939

Email:

gherman@cityofwhitehouse.com

Billing Contact:

City of White House, Tennessee

105 College Street

White House, Tennessee 37188

Attention:

Finance Director

Telephone:

615-672-4350 - Ext 2103

Fax:

615-672-2939

Email:

jbarnes@cityofwhitehouse.com

(3) Loan Amount:

\$24,000,000

(4) Estimated Completion Date:

ate: June, 2025

(5) Loan Term:

22 years (subject to the provisions of Section 4.08 hereof)

(6) Description of the Project:

All or a portion of the costs of the completion of the Municipal Complex for the City, including the construction of a recreational center and a splash pad maintenance building, the demolition of the old gymnasium/civic center, the acquisition of all property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City

Exhibit C

Copy of Borrower Loan Resolution

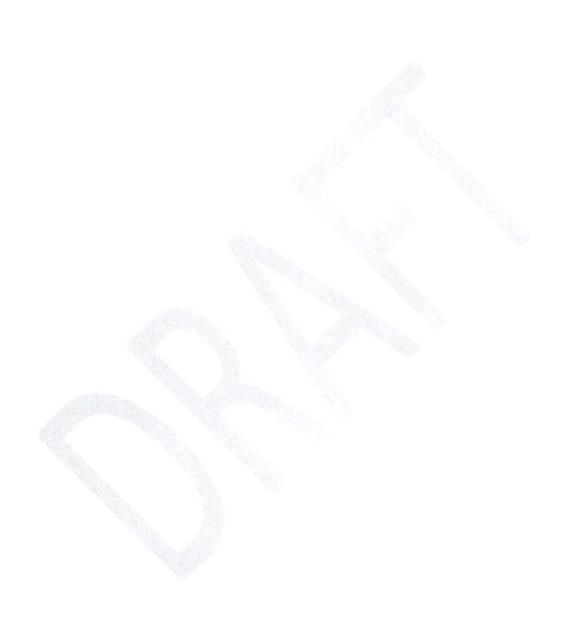


Exhibit E

Form of Request for Disbursement

\$24,000,000

The Public Building Authority of the City of Clarksville, Tennessee Local Government Loan Program Bond, Series 2022 (City of White House Municipal Complex Loan)

Request No. ____

"Borrower"), s pursuant to Se City of Clarks Tennessee (the "Loan Agreen	undersigned, duly Authorized Officers of the City of White House, Tennessee (the submit this Request for Disbursement and certify as set forth below on behalf of the Borrower, ction 4.06 of that certain Loan Agreement, by and among The Public Building Authority of the sville, Tennessee, First Horizon TE1, LLC, a subsidiary of First Horizon Bank, Nashville, e "Bank"), and the Borrower, dated as of June 3, 2022, in the amount of \$24,000,000 (the nent"), such loan being made from the proceeds of that certain Local Government Loan d, Series 2022 (City of White House Municipal Complex Loan), as follows:
Project. The services perform	\$ has been paid by the Borrower or is due and owing with respect to the names of the persons, firms or corporations to whom payment is due, a brief description of the rmed and/or materials provided by each and the amount paid or due all of which are listed on chedule, which amounts total the amount requested herein.
2.	This request has not been the subject of a previous Request for Disbursement.
3. Agreement.	The subject of this request is a proper Cost of the Project, as described in the Loan
4.	The amount requested should be wired to:
	Bank:Account Number:
	Account Number:
	Account Name:
	ABA Number:

We understand that this Request for Disbursement must be emailed to the undersigned by the 25th day of the month, followed by mail, in order to receive such disbursement on the first day of the following month. We also understand that we must call 615-734-6516 or 615-255-1561 to confirm receipt of such email, unless a confirmation of such receipt if received.

	day of,
	CITY OF WHITE HOUSE, TENNESSEE
	By:
	Mayor
Attest:	
Attest.	
By:	
City Recorder	
CORPORATE STATE OF THE STATE OF	
This Request for Dis	bursement should be submitted to:
First Horizon Bank	
511 Union Street	
Fourth Floor	
Nashville, Tennessee	37219
Attention:	Pete Stringer
Phone Number:	615-734-6516
Email:	wastringer@firsttennessee.com
and	
T	I D J E J
Tennessee Municipa	lley Boulevard, Suite 502
Nashville, Tennessee	
Attention:	Wade Morrell
Phone Number:	615-255-1561
Emai	
Emai	11,444.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4

SCHEDULE TO REQUEST FOR DISBURSEMENT

The names of the persons, firms or corporations to whom payment is due, a brief description of the services performed and/or materials provided by each and the amount paid or due each are listed as follows (Copies of invoices will be provided upon request of the Administrator):

Person, Firm or Corporation to whom payment is Due:

Amount Paid or Due:

Description of services performed or materials provided:



Exhibit G Approval of Director of Local Government Finance

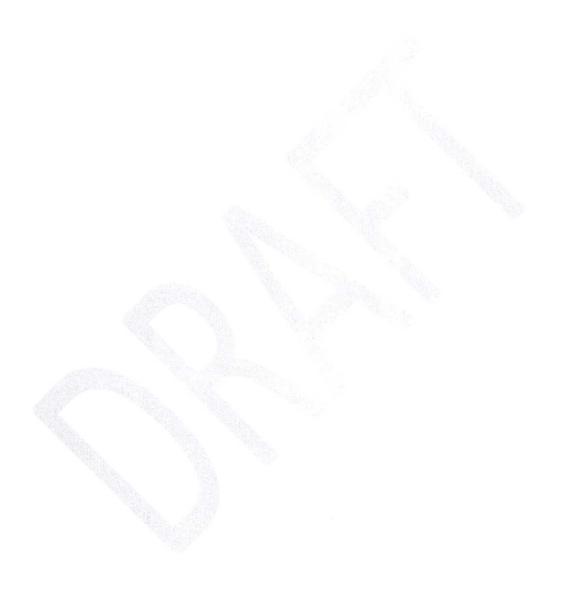


Exhibit H
Borrower's Tax Certificate



BORROWER'S TAX CERTIFICATE

The undersigned, being the duly elected and qualified Mayor of City of White House, Tennessee (the "Borrower"), hereby certifies with respect to the Borrower's obligations evidenced by that certain Loan Agreement (the "Loan Agreement"), by and among the Borrower, The Public Building Authority of the City of Clarksville, Tennessee (the "Issuer"), and First Horizon TE1, LLC, a subsidiary of First Horizon Bank, Nashville, Tennessee (the "Bank"), dated the date hereof, in the original principal amount of \$24,000,000 (the "Loan"), as follows:

A. General.

- 1. I, along with other officers of the Borrower, am charged with the responsibility for issuing the Loan.
- 2. This certificate is made pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), and Treasury Regulations Sections 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(g)-1, 1.150-1, and 1.150-2 (the "Regulations").
- 3. This certificate is based on the facts and estimates described herein in existence on this date, which is the date of delivery of the Loan to the Issuer and deposit of amounts to a Project Fund for the Borrower; and, on the basis of such facts and estimates, the Borrower expects that the future events described herein will occur. To the best of the knowledge and belief of the undersigned, the expectations set forth herein are reasonable.
- 4. A capitalized term used and not otherwise defined herein has the meaning ascribed to such term in the Loan Agreement.

B. Purpose and Size.

- 1. The Loan is being issued pursuant to the Loan Agreement to finance capital expenditures for the purpose of financing certain public works projects, consisting of all or a portion of the costs of the completion of the Municipal Complex for the City, including the construction of a recreational center and a splash pad maintenance building, the demolition of the old gymnasium/civic center, the acquisition of all property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City, as more fully described in the Loan Agreement (the "Project"), and to pay costs of issuance and administration of the Issuer's obligations issued to finance the Loan. The amounts received from sale of the Loan, when added to amounts expected to be received from the investment of such proceeds, do not exceed the amounts which will be required to pay the costs of the Project and the costs of issuing and administering the Issuer's obligations issued to finance the Loan.
- 2. The Project will be owned, operated, and maintained by the Borrower, and the Borrower has not contracted in any manner with any company, firm or other person or entity to operate or maintain the Project or any part thereof, for and on behalf of the Borrower. The Borrower does not expect to enter into any contract for the operation, maintenance, or management of the Project or any part thereof.
- 3. There is not, and as of the date hereof the Borrower does not anticipate entering into, any lease, contract or other understanding or arrangement, such as a take-or-pay contract or output contract, with any person other than a state or local governmental unit, pursuant to which the Borrower expects that proceeds of the Loan, or the Project financed therewith or any part thereof, will be used in the trade or business of such person (including all activities of such persons who are not individuals).

- 4. The term of the Loan is not longer than is reasonably necessary for the governmental purposes of this Loan. The average maturity of the Loan is not more than 120% of the reasonably expected useful life of the assets financed by the Loan.
- 5. No receipts from the sale of the Loan or amounts received from the investment thereof will be used to pay the principal of or interest on any issue of obligations of the Borrower other than the Loan.
- 6. No other obligations of the Borrower payable from the same source of funds were sold or delivered within 15 days before or after the date hereof.

C. Temporary Periods and Time for Expenditures.

- 1. The Borrower has previously entered or, within six months from the date hereof, will enter into binding obligations for the acquisition and construction of the Project which require the Borrower to expend at least 5% of the net sale proceeds of the Loan for the Project.
 - 2. The Borrower will pursue the Project with due diligence until completed.
- 3. The Borrower expects that, after paying costs of issuing the Loan, all remaining proceeds of the Loan, including all income from the investment of proceeds of the sale of the Loan, will be expended to pay costs of the Project within three years after the date hereof.

D. Payment of Loan and Rebate.

- 1. There shall be levied and collected in the same manner as other <u>ad valorem</u> taxes on all taxable property within the City, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the Borrower under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Borrower have been irrevocably pledged.
- 2. Except as described herein, no funds of the Borrower have been pledged to payment of the principal of or interest on the Loan or otherwise restricted so as to give reasonable assurance of the availability of such funds for such purpose.
- 3. The Borrower has covenanted in the Loan Agreement that it will account separately for the proceeds of the Loan, that it will calculate the earnings on all nonpurpose investments, as such term is defined in the Regulations (the "Nonpurpose Investments"), allocated to proceeds of the Loan, and that it will make payments to the United States Treasury of any "rebatable arbitrage" as a result of such investments at least every five years and at the maturity of the Loan, together with any reports as the Secretary of the Treasury shall prescribe, as may be required by Section 148(f) of the Code.

E. No Artifice or Device.

- 1. In connection with the issuance of the Loan, the Borrower has not
 - (a) employed any abusive arbitrage device, or
 - (b) over-burdened the market for tax-exempt obligations.

F.	Loon	Mat	Hadas	Bonds
1 .	Loan	INOL	Trouge	Donus

- 1. The Borrower expects to expend within three years from the date hereof, in addition to the costs of issuance of the Loan, an amount of proceeds of the Loan equal to not less than 85% of the net sale proceeds of the Loan.
- 2. No proceeds of the Loan have been invested in investments which have a substantially guaranteed yield for four years or more.

G. Reimbursement Obligations and Reimbursement Allocation.

1. None of the proceeds of the Loan or investment earnings thereon will be used to reimburse the Borrower for any costs of the Project.

Dated this	day of	, 2022
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CITY OF WHITE HOUSE, TENNESSEE

y:	
MAYOR	

ORDINANCES....

ORDINANCE 22-02

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 12, CHAPTER 5 HOUSING CODE.

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 5:

HOUSING CODE

SECTIONS: 12-501 AND 12-502

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

12-501. Residential code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of securing the public safety, health, and general welfare through structural strength, stability, sanitation, adequate light, and ventilation in dwellings, apartment houses, rooming houses, and buildings, structures, or premises used as such, the International Residential Code, 2012 2018 edition, including Appendix G, Swimming Pools, Spas, and Hot Tubs. Excluding Chapter 11 Energy Efficiency and replacing International Residential Code 2009 edition, Chapter 11 Energy Efficiency 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 housing code.

12-502. Modifications.

(2) The 2012 2018 International Residential Code adoption does not include the following chapters. The electrical code shall be the State of Tennessee's current adopted electrical code. 2012 2018 International Residential Code, Part VIII Electrical, Chapter 34, General Requirements, Chapter 35, Electrical Definitions, Chapter 36 Services, Chapter 37 Branch Circuit and Feeder Requirements, Chapter 38 Wiring Methods, Chapter 39 Power and Lighting Distribution, Chapter 40 Devices and Luminaries, Chapter 41 Appliance Installation, Chapter 42 Swimming Pools, and Chapter 43 Remote-Control Signaling and Power-Limited Circuits.

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.

DACCED

riist Reading.	March 17, 2022	FASSED	
Second Reading:	April 21, 2022		
ATTEST:		Farris H. Bibb, Jr., Mayor	
Derek Watson, City R	ecorder		

Manuel 17 2022

ORDINANCE 22-03

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 7, CHAPTER 2 FIRE CODE, SECTIONS 7-201 AND 7-205.

WHEREAS, the Board of Mayor and Aldermen desire to update the Municipal Code regarding Fire Code;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that the White House Municipal Code Title 7, Chapter 2 FIRE CODE, Sections 7-201 AND 7-205 be amended from the Municipal Code as follows:

TITLE 7: FIRE PROTECTION AND FIREWORKS

CHAPTER 2: FIRE CODE SECTIONS: 7-201 AND 7-205

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

Section 7-201. Fire code adopted. Pursuant to authority granted by Tennessee Code Annotated, § 6-54-502 et seq., and for the purpose of regulating and governing the safe-guarding of life and property from fire or explosion. hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises, and providing for the issuance of permits in the City of White House, the 2012 2018 edition of the International Fire Code² including appendices B and D as prepared by the International Code Council, is hereby adopted by reference and included herein as part of this code.

Section 7-205. Storage of explosives, flammable liquids, etc. The limits referred to in chapter 56 of the 2012 2018 edition of the International Fire Code, in which storage of explosive materials is prohibited, are hereby declared to be the fire limits as set out in § 7-101 of this code.

The limits referred to in chapter 57 of the 2012 2018 edition of the International Fire Code, in which storage of flammable or combustible liquids are prohibited, are hereby declared to be the fire limits as set out in § 7-101 of this code.

The limits referred to in chapter 57 of the 2012 2018 edition of the International Fire Prevention Code, in which bulk storage of liquefied petroleum gas is restricted, are hereby declared to be the fire limits as set out in § 7-101 of this 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.

Derek Watson, City Rec	order		
ATTEST:		Farris H. Bibb, Jr., Mayor	
Second Reading:	April 21, 2022		
First Reading:	March 17, 2022	PASSED	

April 6, 2022

MEMORANDUM

To: Board of Mayor and Aldermen

From: Jason Barnes, Finance Director

CC: Gerald Herman, City Administrator

Re: Fiscal Year 2022, Budget Amendment II (4/21/2022)

The following budget amendment is recommended for approval. The first item on this budget amendment is for the Wastewater Treatment Plant Expansion project. This project has advanced further than anticipated for the current fiscal year. This project is not projected to be over budget as a project (that spans multiple years). However, the budget for this project is projected to be over for this specific 12-month period. This amendment will only impact the proposed wastewater fund balance by \$500,000 because that amount is for engineering and engineering isn't being financed by the SRF debt. The SRF debt that was previously approved will replenish cashflows for the other \$3,000,000 of unbudgeted costs for this project during the current fiscal year.

The second item on this budget amendment is for the dental claims paid from the Dental Care Fund. Dental claims are projected to be slightly higher during the fiscal year than originally anticipated.

The third item on this budget amendment is for greenway paving project. Recent events have presented the city with the opportunity to repave a section of the greenway that previously wasn't feasible and likely will be difficult if this project is delayed. Fifty thousand dollars of the funding for this project is being used from the originally planned dog park parking lot project (which will be delayed until next year). The remainder of the funds for the greenway paving project will be transferred from unused engineering budget. Total cost for the greenway paving project is anticipated to be approximately \$90,000.

Should you have any questions related to this budget amendment, please let me know.

Jason Barnes Finance Director 615-672-4350 x *2103 JBarnes@WhiteHouseTN.gov

ORDINANCE 22-04

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE FISCAL BUDGET FOR THE PERIOD ENDING JUNE 30, 2022.

WHEREAS, it has become necessary to amend the current year's annual budget;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Mayor and Aldermen that the Fiscal Budget ending June 30, 2022 is hereby amended as part of the attached exhibit.

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

First Reading:	April 21, 2022	
Second Reading:	May 19, 2022	
		Farris H. Bibb, Jr., Mayor
ATTEST:		
Derek Watson, City Reco	rder	

					Current Budget	Proposed Budget	Amendment
412	27100		Wastewater Fund	Fund Balance (ending)	2,358,495	1,858,495	(500,000)
412	36920		Wastewater Fund	Sale of Bonds (Debt Proceeds)	(8,000,000)	(11,000,000)	(3,000,000)
412	52213 9	000	Wastewater Fund	Sewer Treatment - Capital Outlay	8,175,000	11,675,000	3,500,000
		1.	To amend current 2021-2022 budget to recognize unbu	dgeted costs related to WWTP Expansion during current	fiscal year.		
416	27100		Dental Care Fund	Fund Balance (ending)	194,354	191,854	(2,500)
416	51520 8	26	Dental Care Fund	Medical (Dental) Claims Paid	60,500	63,000	2,500
		2. To amend current 2021-2022 budget to recognize unbudgeted costs related to dental claims paid during current fiscal year.					
110	41670 9	000	General Fund	Engineering - Capital Outlay	805,000	765,000	(40,000)
110	44740 9	000	General Fund	Parks Maintenance - Capital Outlay	156,095	196,095	40,000

³ To amend current 2021-2022 budget to recognize unbudgeted costs related to greenway paving during current fiscal year.

ORDINANCE 22-05

AN ORDINANCE TO AMEND THE ZONING MAP AND RESUBDIVIDE LAND FROM R-20 LOW DENSITY RESIDENTIAL TO NCRPUD, NEIGHBORHOOD CENTER RESIDENTIAL PLANNED UNIT DEVELOPMENT ON RAYMOND HIRSCH PKWY

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

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

WHEREAS, The City of White House Regional Planning Commission on Monday March 14, 2022 reviewed and provided a recommendation to deny rezoning; and,

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

SECTION 1. That the City of White House Zoning Map be amended from R-20, Low Density Residential to NCRPUD, Neighborhood Center Residential Planned Unit Development for the property included in "EXHIBIT A" and described as follows:

17.9 ACRES ARE REFERENCED AS PART OF ROBERTSON COUNTY TAX MAP 107I, PARCELS 77.

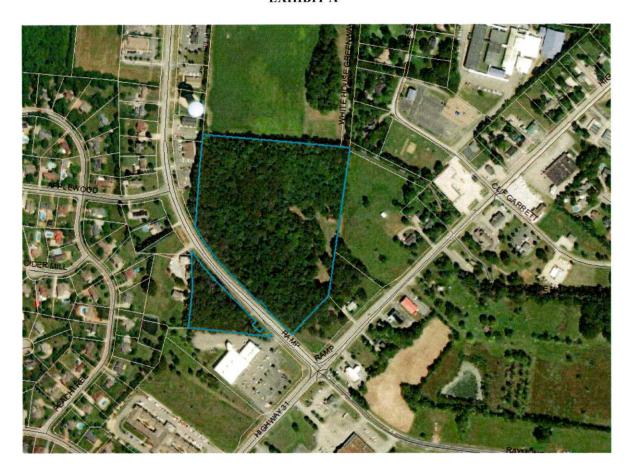
SECTION 2. That the Board of Mayor and Aldermen of the City of White House, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of White House for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days' notice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

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

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

First Reading:	April 21, 2022		
Second Reading:	May 19, 2022		
ATTEST:		Farris H. Bibb, Jr., Mayor	
Derek Watson, City Re	corder		

ORDINANCE 22-05 "EXHIBIT A"



ORDINANCE 22-06

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE ZONING ORDINANCE TO PROVIDE AN AMMENDMENT TO ARTICLE 5, SECTION 5.056.7, DESIGN DEVELOPMENT STANDARDS

WHEREAS, the Board of Mayor and Aldermen wishes to amend the Zoning Ordinance to provide defined Design and Development Standards.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that the Zoning Ordinance Articles V are amended as indicated below.

BE IT FURTHER ORDAINED that this Ordinance has been approved by the Planning Commission.

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:	April 21, 2022		
Second Reading:	May 19, 2022		
		Farris H. Bibb, Jr., Mayor	_
ATTEST:			
Derek Watson, City Reco	order		

5.056.7 <u>Design and Development Standards</u>

A. Development Standards

Parking and Storage

On-street parking is a permitted design feature, except along arterial streets unless a section of an arterial street is within a commercial town center development. All parking lots and storage areas shall be enclosed or concealed by berms, buffers or through building design

Garages shall be designed to meet one or a combination of the following design features:

- 1. Rear loaded garages.
- 2. Side loaded garages, including courtyard garages.
- 3. Recessed front loaded garages located at rear of property or structure a minimum (25ft) twenty-five feet behind front of structure. A maximum of 25% of total structures are permitted to include recessed front-loaded garages, this percentage is in addition to the maximum percentage listed in item #4. The location of recessed front-loaded garages shall be designated on the final master plan. Recessed front loaded garages shall include decorative garage design features.
- 4. To promote flexibility in design, a maximum of 25% of total structures are permitted to include front loaded garages this percentage is in addition to maximum percentage listed in item #3. Front loaded garages shall be intermixed throughout entire development. The location of front-loaded garages shall be designated on the final master plan. Front loaded garages shall include decorative garage design features.
- 5. Alley loaded garages at rear. Garages shall be either five (5ft) from the edge of the alleyway with a twenty (20 ft length) parking area beside garage or twenty (20 ft length) parking area between garage and edge alleyway. The widths of the parking areas shall be determined by the Off-Street Parking Requirements of this ordinance.
- 6. <u>Alternative design features as determined by</u>
 <u>Planning Commission to meet intention of</u>
 ordinance.

4. Signs

The sign provisions contained in Article IV; Section 4.080 shall apply. Entry sign locations and designs shall be shown on or as a separate element of the final master plan and be consistent with the character of the development. Any sign located within a dedicated public right-of-way shall be perpetually maintained by the Homeowners

5. <u>Building Design</u>

- a. Architectural design shall be regulated, governed and enforced as architectural design standards by an association of property owners in order to ensure compatibility of building types and to relate new buildings to the building designs of the region. These standards shall be contained in private covenants, declarations, or restrictions, of the property owners' association and shall be approved in concept by the Planning Commission at the time of approval of the Master Plan. Changes in architectural design standards may occur from time to time thereafter if approved by the planning commission and the property owner's association.
- b. Architectural design standards shall specify the Materials and configurations permitted for walls, openings, street furniture and Architectural standards elements. should encourage the following: architectural compatibility among structures in the development, human scale design. Residential Design Requirements. The intent of this section Is to encourage guide the development of residential neighborhoods that are compatible throughout the development and that complement existing development and the natural environment. Architectural elevations are required as a part of a Planned Unit Development master plan and the alternative
- c. All <u>building foundations</u>, including front, side and rear walls are restricted to brick or stone and all wall façades for one and two-family dwellings shall be one hundred (100%) brick, stone, and hardiboard type material. Multi-family buildings and commercial buildings shall meet requirements of Commercial Design Standards.

density cluster design.

Street Design

 A street hierarchy should be established on the Master Plan shall specify standards for minimum pavement width, required right-of-way, presence of curbs, on-street parking, street trees, street furniture and sidewalks. Residential collector street shall have limited access or have alternative/innovative methods of access incorporated into the plan. No individual driveway will be permitted within 100 feet of an entrance to the development.

- b. The network of streets, alleys and pedestrian ways shall be designed to connect with other streets in the development and to existing or proposed thoroughfares outside the development. Cul-desacs are not permitted except where natural features such topography or water bodies prohibit connection. Where it is likely that a street may be extended in the future a stub street may be required.
- c. Streets shall be designed for pedestrian safety by having the street width, pattern and pattern to reduce speed and encourage pedestrian safety. To accomplish this street may vary from the Subdivision Regulations or provisions of this ordinance to control traffic and add aesthetics to the development.
 - i. Reserved.
- c. Sidewalks or pedestrian paths installed per the City's Subdivision Regulation's shall be provided on both sides of the all streets.
- d. Streets shall be designed and sealed by a Tennessee Registered Engineer. (Added by Ord. 17-21, 06-29-17)

Section 5.056 PLANNED DEVELOPMENT DISTRICTS

Sub-Section 5.056.7 Design and Development Standards Item# B. Design Standards

B. Design Standards

All Final Master Plans shall include a Design Plan containing the following:

- Statement of Intent and Use
- 2. Street Design and Streetscapes
- 3. Pedestrian way layout
- Siting of Buildings
- 5. Massing, Facades and Roofs and examples of buildings
- 6. Parking Orientation and Layout *including the sitting of garages*
- Open Spaces, Landscaping and Buffering
- 8. Lighting and Utilities
- 9. Building Materials and percentages

ORDINANCE 22-07

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE ZONING ORDINANCE TO PROVIDE AN AMENDMENT TO ARTICLE 4, SECTION 4.203, DEVELOPMENT STANDARDS FOR CAMPGROUNDS

WHEREAS, the Board of Mayor and Aldermen wishes to amend the Zoning Ordinance to provide defined Development Standards for Campgrounds under the Commercial Amusement Services.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that the Zoning Ordinance Articles IV are amended as indicated below.

BE IT FURTHER ORDAINED that this Ordinance has been approved by the Planning Commission.

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.

Derek Watson, City Re	corder		
ATTEST:			
		Farris H. Bibb, Jr., Mayor	
Second Reading:	May 19, 2022		
First Reading:	April 21, 2022		

4.201 Development Standards for Campgrounds

When an application for a group assembly permit includes a private campground, the following standards shall be met:

- (A) Such campground shall have on-site management;
- (B) The campground may include convenience commercial establishments such as camp stores, laundry facilities, and personal services; provided that such convenience establishments are subordinate to the recreational character of the campground; are located, designed, and intended to serve exclusively the patrons staying in the campground; and such establishments and their parking areas shall not occupy more than ten percent (10%) of the area of the park or one (1) acre whichever is smaller;
- (C) Such campground shall meet the following standards:
- (1) Minimum size ten (10) acres
- (2) Maximum density ten (10) fifteen (15) campsites per gross acre
- (3) Sanitary facilities, including flush toilets and showers within three hundred feet (300') walking distance of each campsite <u>A bathhouse-restroom facility shall be located within three hundred (300) feet of all camping units which are either not supplied with sewer connections or not capable of utilizing such connections (e.g., tents, camper trailers).</u>
- (4) Portable water supply one (1) spigot for each four (4) campsites
- (5) Trash receptacle one (1) for each two (2) campsites
- (6) Parking one (1) space per campsite (7) Picnic table one (1) per campsite
- (8) Fireplace or grill one (1) per campsite
- (9) Administration or safety building open at all times wherein a portable fire extinguisher in operable condition and first aid kit is available, and a telephone is available for public use.
- D) Such campground shall meet the following design requirements:
- (1) A vegetation screen or ornamental fence which will substantially screen the campsites from view of public rights-of-way and neighboring properties shall be provided around or near the perimeter or that part of the campground containing campsites. Such vegetation or fence shall be maintained in good condition at all times.
- (2) Each campground shall reserve at least twenty-five percent (25%) of its total area as natural open space excluding perimeter screening. Such open space may include recreation and water areas, but may not include utility areas, administration buildings, commercial areas or similar activities.

- (3) Each campsite shall have a minimum setback of twenty-five feet (25') from any exterior boundary line.
- (4) Each campsite and all other buildings shall have a minimum setback from any public road of fifty feet (50').
- (5) Each separate campsite shall contain a minimum of three thousand two hundred (3,200) one thousand six hundred and fifty (1,650) square feet. (A campsite shall be considered to consist of trailer or tent space, parking space, picnic table, fireplace, and one-half (1/2) the road-way providing access.)
- (6) Each campsite shall be directly accessible by an interior road.
- (7) All interior roads shall be a minimum of ten feet (10') wide for one way traffic and eighteen feet (18') wide for two way traffic.
- (8) All interior roads shall meet the following curve requirements:

 Minimum radius for a 90 degrees turn 40 feet Minimum radius for a 60 degrees turn 50 feet Minimum radius for a 45 degrees turn 68 feet
- (9) No Permanent Residences- Campgrounds shall not be used as permanent residences except for one owner or manager and up to three permanent maintenance personnel.
- (10) No camping vehicle or camping equipment shall be used for human habitation for a period exceeding thirty (30) consecutive days. No owner or operator of any recreational vehicle park in the City of White House shall allow or permit any quest sites in such recreational vehicle park to be rented to nor occupied by any person or recreational vehicle for any period of time that would permit or allow such person or recreational vehicle to remain at such recreational vehicle park for more than one hundred eighty (180) days in any twelve (12) consecutive month period. Tent camping shall have a maximum stay of 14 (Fourteen) days.
- (11) No campsite shall have a permanent fixture or mounting for trailers, recreational vehicles or
- (12) Each campground shall provide a trailer dump station for the disposal of holding tanks
- (13) All parking and driving surface will be required to be paved to City of White House parking lot and roadway design specifications (See City of White House Subdivision Regulations). Access roads entering a recreational vehicle park shall match the surface of the public road providing access to the park. If the public road is paved, the access road of a recreational vehicle park shall be paved for a distance of one hundred (100) feet into the park from all entrances and exits, and shall be at least twenty-four (24) feet in width. Recreational vehicle park roads which are not paved shall be hard surfaced, well-drained and all weather stabilized (e.g., shell, marl, etc.).

PURCHASING....



City of White House

Parks, Recreation & Cultural Arts

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

Andrew Woodfin Assistant Director

Linda Brooks Office Administrator

Steven Russell Park Maintenance Supervisor

MEMORANDUM

Date: March 28, 2022

To: Board of Mayor and Aldermen

Gerald Herman, City Administrator

From: Kevin Whittaker, Director of Parks and Recreation

Re: Cemetery Fence

The bid opening for the Soccer Complex Renovation was March 3rd. Cobblestone Installation was the lone bidder. The original base bid to fence the entire cemetery was \$59,000.00 (without finials). We asked Cobblestone Installation to adjust the parameters of the bid to include just the south and east side of the property (the side that goes along the former WHUD property and back of cemetery) in accordance with the specs they were sent. The new bid for that came in at \$37,500.00 (without finials) for 975' of fencing. I am recommending approval.

Thank You

CITY OF WHITE HOUSE

INVITATION FOR BID HILLCREST CEMETERY DECORATIVE FENCE BID NO: 22-1086PK

> BIDS WILL BE RECEIVED UNTIL THURSDAY, MARCH 3rd, 2022 @ 9:00am

NON-MANDATORY PRE-BID: Thursday, February 24, 2022 @ 10:00 am

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: Cobblestone Installation
TIRW S IVAIVIE. COOKES
ADDRESS: 100 Bracksing La Whitelasse, lenn
TELEPHONEL & 361. 52 FAX: LOS 602 744 EMAIL: DED HOLES CO GINGI. CON
FIRM'S NAME: Cobblestone (Installation) ADDRESS: 100 Drocking to Whitelanse, lenn TELEPHONELAS-341-524AX: LOS-1072-744EMAIL: peddeus a gmail. con NAME: Whilip Obdobe TITLE: Duner
DATE 3.3-200
SIGNATURE
GRAND TOTAL: 1595 Commercial grade 5 Abril on Fence Post, balkaportion
DELIVERY TIME/PROJECT DATE IF APPLICABLE: 4-8 weeks to get Motorial
1295' 48,000,00 975' 37,500,00
1295 48,000,00
975' 37,500,00



City of White House

Parks, Recreation & Cultural Arts

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

Andrew Woodfin Assistant Director

Linda Brooks
Office Administrator

Steven Russell Park Maintenance Supervisor

MEMORANDUM

Date: April 14, 2022

To: Board of Mayor and Aldermen

Gerald Herman, City Administrator

From: Kevin Whittaker, Director of Parks and Recreation

Re: Greenway Paving

The bid opening for the Greenway Asphalt Overlay project was March 30th. Sessions Paving was the lone bidder. The bid came in at \$89,597.00 for a 1½ inch overlay. This project was not originally budgeted for this year, however an opportunity presented itself with a development adjacent to the greenway that will allow access to pave that section of greenway when it was not accessible previously. \$50,000 will be used from the originally budgeted dog park parking lot project that will be carried over to next year's budget, and \$40,000 will be moved from excess funds from the engineering budget. For that reason, I am recommending approval.

Thank You

CITY OF WHITE HOUSE

REQUEST FOR BIDS
GREENWAY ASPHALT MAINTENANCE
PURCHASING DEPARTMENT
105 COLLEGE STREET
WHITE HOUSE, TN 37188

PHONE: 615-672-4350 Extension 2130 FAX: 615-672-2939

BID NO. 22 - 1087PK

DATE: March 9, 2022

BIDS WILL BE RECEIVED UNTIL 10:00 AM ON

March 30, 2022

TO BIDDER:

PLEASE BID 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 QUOTATIONS ARE CONSIDERED TO BE FIRM QUOTATIONS FOR A PERIOD OF 30 DAYS FROM DATE OF QUOTATION DUE DATE. PLEASE QUOTE ON THIS FORM AND RETURN IT MARKED "NO QUOTE" IF YOU CANNOT QUOTE IN ORDER TO REMAIN ON THE CITY'S VENDOR LIST.

FIRM'S NAME: Sessions Pa	vina Company
ADDRESS: P.O. Box 90266 , A	Jashville, TN, 37209
	170 EMAIL: RN Hutcheson @ Sessions Paving.co.
NAME: Robert N. Hutcheson	
DATE 03/30/2022	
SIGNATURE Robert 1. Hutcheson	
Base Bid 1 1/2": \$89,597.00 Eighty-N	ine Thousand, Five nd Ninety-Seven Dollars
Add alternate 2": \$21,000.00 To Pave 2 Twenty C	"in lieu of 11/2", add ne Thousand Dollars to Base BID
DELIVERY TIME/PROJECT DATE IF APPLIC	CABLE: 30 days

MEMORANDUM

To: Board of Mayor and Aldermen

From: Gerald Herman, City Administrator

Re: Demolition of Municipal Building

As part of the new Community Center and Recreation Center plans for the Municipal Complex, demolition plans were created to remove portions of the existing Billy S. Hobbs Municipal Building to make room for the Recreation Center and a new parking lot for the recreation center. Since R.G. Anderson is already on site finishing the new Community Center, we asked them to submit a change order to the existing construction contract for the demolition and creating the new parking lot. R.G. Anderson did review the plans and submitted pricing for the change order in the amount of \$1,100,000. City staff, HFR Design, and R.G. Anderson worked through the change order details to trim away any excess items that were not needed for the future Recreation Center site. After thorough review, we were able to cut the price by \$70,882 for a total amount of \$1,029,118. This price will include demolition of the office hallways, auditorium, senior center, and cafeteria portions of the existing building, moving utilities to keep the existing gymnasium functional, and construct a new parking lot that will be ready for expansion for the new Recreational Center. You can find the change order and the pricing breakdown following this memo.

If you have any questions or concerns, please contact me.



White House Community Center

1801 West End Avenue * Suite 1800 * Nashville, Tennessee 37203 PHONE: 615-329-1789 FAX: 615-321-4555

PROPOSAL FOR CHANGE ORDER

Total Cost of Proposed Change:

Calendar days of time required:

PROJECTS:

LOCATION: White House, TN April 12, 2022 OWNER: City of White House RGA PROJECT NUMBER: P-3206 ARCHITECT PROJECT NUMBER: 207100/2019016 ARCHITECT: WOLD / HFR Design PER YOUR REQUEST, THE FOLLOWING SUMMARIZES THE SCOPE OF WORK AND ITEMIZES COST AND TIME CHANGES TO THE CONTRACT. DESCRIPTION OF CHANGE: DESCRIPTION PR-13 - DEMOLISH PORTIONS OF THE EXISTING CITY HALL (GYM, MAINTENANCE SHED AND LOBBY) TO REMAIN, GRADE SITE ADD STORM WATER DETENTION, ASPHALT PAVING, SITE CONCRETE / SIDEWALKS AND SITE LIGHTING, MINOR INTERIOR WORK, REVISED ENTRANCE AND EFIS EXTERIOR. NO PERMITS OR FEES INCLUDED. NO SANITARY SEWER OR DOMESTIC WATER INCLUDED, ROCK EXCAVATION INCLUDED ASPHALT ESCALATION INCLUDED. GAS LINE RELOCATION FOR HVAC UNITS INCLUDED. RELOCATION OF ANY OTHER SERVICE LINES IS NOT INCLUDED. REVISED PRICING INCORPORATES VE DEDUCTS FROM REX GARTON DATED 4/6/22.

PROPOSAL NUMBER:

DATE OF PROPOSAL:

120 DAYS

Thirty-Four (34)

1,029,118

Revised

The prompt approval or rejection of this proposal is requested so that materials may be purchased if required and the change can be incorporated into the scope of work. Signatures in the spaces provided below will indicate your intent or to issue a Change Order to the Contract in the amount shown

		above.
SUBMITTED BY: R.G. ANDERSON COMPANY, INC.		OWNER'S AUTHORIZED REPRESENTATIVE:
BY:	Steve Grandas	BY:
TITLE:	Sr. Project Manager	TITLE:
DATE:	April 12, 2022	DATE:

The second secon	
Architect's Project Number	Project Name:
A CHILOCK ST TOJCCK HUMBER	1 Toject Haine.
207100/2019016	White House Community Center
20/100/2019010	White House Community Center

Name of General contractor: R.G. Anderson Company, Inc.

Proposal Number: Thirty-Four (34) Date Itemized: 4/12/22 RGA Project No. P3206

Description		Ma	terial / Equipme	nt	<u> </u>	uhcontr	actor / Service /	Founment	_		Labor	
	Quantity	Unit	Cost	Extension	Quantity	-	Cost	Extension	Quantit	y Unit	Cost	Extension
RFP -13 - BUILDING DEMO AND SITE IMPROVEMENT												
BUILDING / GRADING PERMIT - NOT INCLUDED												
SURVEY AND LAYOUT					1.00	LS	\$6,500.00	\$6,500.00				
LINE DETECTION					1.00	LS	\$3,500.00	\$3,500.00				
DISPOSAL FOR NEW CONSTRUCTION	4.00	PLS	\$450.00	\$1,800.00								
EROSION CONTROL - IN GRADING								\$0.00				
EROSION CONTROL MONITORING					3.00	МО	\$350.00	\$1,050.00				
FENCE PANELS AND GATES					1170.00	LF	\$19.75	\$23,107.50				
BUILDING DEMOLITION					1.00	LS	\$158,200.00	\$158,200.00				
ABATEMENT					1.00	LS	\$30,100.00	\$30,100.00				
MASONRY					1.00	LS	\$8,120.00	\$8,120.00				
CARPENRTY, SAFETY, WEATHER PROTECTION, PROTECT EXISTING TO REMAIN, BARRICADES, SITE MAINTENANCE	1.00	LS	\$7,247.00	\$7,247.00	3.00	мо	\$1,780.00	\$5,340.00	624.00	HRS	\$32.00	\$19,968.00
ROOF TRIM, GUTTERS & DOWNSPOUTS. SHOP MADE, NO WARRANTY & EXPERIENCE REQUIREMENT WAIVED.					1.00	LS	\$6,390.00	\$6,390.00				
DOWNSPOUT ADAPTORS -DELETED	0.00		\$0.00	\$0.00								\$0.00
ADD SPLASHBLOCKS	5.00		\$75.00	\$375.00					2.00	HRS	\$32.00	\$64.00
SANDBLAST WALL TO REMOVE PAINT, POINT & PATCH	1.00	LS	\$620.00	\$620.00	1.00	LS	\$1,200.00	\$1,200.00	42	HRS	\$32.00	\$1,344.00
EIFS WITH AIR BARRIER					0.00	LS	\$0.00	\$0.00				
CEMENT FIBER BOARD					0.00	LS	\$0.00	\$0.00				
CAULKING	1.00	LS	\$470.00	\$470.00					32	HRS	\$32.00	\$1,024.00
DOORS & FRAMES (NR FRAMES KD, SEAMED DOORS, ONE GAUGE LESS EACH, DELETE TOP & BOTTOM CLOSURES, NO MANUFACTURER REQ'MENT	1.00	LS	\$8,760.00	\$8,760.00					24	HRS	\$32.00	\$768.00
HARDWARE (NO SAMPLES, NO AHC)	1.00	LS	\$14,000.00	\$14,000.00					72	HRS	\$32.00	\$2,304.00
AUTO OPERATOR								\$0.00				
STOREFRONT DOORS, HARDWARE AND GLAZING					1.00	LS	\$8,984.00	\$8,984.00				
DRYWALL					1.00	LS	\$2,600.00	\$2,600.00				
PAINTING & INTUMESCENT PAINTING					0.00	LS	\$0.00	\$0.00				
SPRINKLER					1.00	LS	\$13,990.00	\$13,990.00				
GREEN MECHANICAL					1.00	LS	\$27,023.00	\$27,023.00				
ELETRICAL ALLOWANCE					1.00	LS	\$142,330.00	\$142,330.00				
FIRE ALARM (IN ELECTRICAL)					1.00	LS	\$0.00	\$0.00				
POLE BASES					1.00	LS	\$2,700.00	\$2,700.00				
ACCESS CONTROL - NONE					1.00	LS	\$0.00	\$0.00				
SECURITY CAMERAS - NONE					1.00	LS	\$0.00	\$0.00				
LOW VOLTAGE - DELETE ALL WORK ON T SHEET EXCEPT AS NEEDED FOR FIRE ALARM SYSTEM.					0.00	LS	\$0.00	\$0.00				

												00000 CO. 00000 CO. 00000 CO.
GRADING, STORM & SITE DEMOLITION AND FIRE LINE, NO DOWNSPOUT TIE INS.					1.00	LS	\$253,000.00	\$253,000.00				
STAINLESS STEEL FLOOR FLANGE					1.00	LS	\$3,000.00	\$3,000.00				
EXISTING INTERIOR CONCRETE SLAB SAWCUT DEMO AND REPLACEMENT.	1.00	LS	\$465.00	\$465.00	1.00	LS	\$750.00	\$750.00	24	HRS	\$32.00	\$768.00
DOMESTIC WATER - NONE SHOWN												
SANITARY SEWER - NONE SHOWN												
CURBS, CONCRETE PAVING, STAIR AND SIDEWALKS					1.00	LS	\$18,255.00	\$18,255.00				
LIGHT DUTY PAVING, BUMPERS, SIGNS AND STRIPING					1.00	LS	\$79,377.00	\$79,377.00				
ASPHALT MIX ESCALATION					1.00	LS	\$8,750.00	\$8,750.00				
GRASSING					1.00	LS	\$4,250.00	\$4,250.00				

			aterial Subtotal	\$33,737.00						Labor	r Subtotal	\$26,240.00
		ĩ	ateriai Subtotai						ſ	\neg	Payrol Taxes &	\$20,240.00
	Sale	s Tax	9.25%	\$3,120.67					l	32%	Insurance	\$8,396.80
	Material	Costs	Including Sales						Labo	r Costs	Including	
	Material	Costs	Tax Total	\$36,857.67		Su	bcontract Total	\$808,516.50	Labo		-Up Total	\$34,636.80
						-			Sub			\$808,516.50
												\$36,857.67
									Labor			\$34,636.80
								M+L	Subtotal_			\$880,010.97
												\$880,010.97
							(5+		verhead			
							(S+	10% C M+L)*10 % OH	verhead			\$88,001.10
								10% C M+L)*10 % OH	verhead Subtotal			\$88,001.10 \$968,012.07
								10% C M+L)*10 % OH 5	Subtotal Subtotal Subtotal			\$88,001.10 \$968,012.07 \$48,400.60 \$1,016,412.67



PROPOSAL REQUEST

City of White House, Tennessee	White House Community Center
R. G. Anderson Company	Attn: Steve Grandas
1801 West End Avenue, Suite 1800	sgrandas@rgandersoncompany.com
Nashville, TN 37203	(615) 329-1789

Submit an itemized (labor and material) quotation for modifications to the contract documents as described receipt. If a cost is not submitted within 21 days, this accepted at no additional cost. Written approval is reproceeding with this change.	erein within 21 days of oposal Request can be
COST EXPECTATIONS: DEDUCT DIO	OST 🛮 ADD

Proposal Request #13 is intended to be a change to the White House Community Center project.

Distribution:

☑ Gerald Herman

□ Derek Watson

Steve Griffin

Steve Grandas

⊠ File

Project Description

Demolition of the existing city hall except the gymnasium, public toilets, systems closets, storage room, and maintenance addition. The remaining portions of the building shall be weather-tightened and minimal site improvements shall be done around the building. A new on-grade asphalt parking lot shall be constructed to the north of the remaining building.

Ilem	Description
1	City Hall Partial Demolition Drawing Set Issued 1-11-2022
2	City Hall Partial Demolition Project Manual Issued 1-11-2022

Attachments: City Hall Partial Demolition Drawing Set

City Hall Partial Demolition Project Manual

Issued By: Kristopher Teubel Date: 1/12/2022

Partial Demolition of the White House Existing City Hall 4.06.2022

Suggested VE Items from Rex Garton:

1.	Reduce	e/Delete Preinstallation Meetings
	a.	024116 – Building Demolition
	b.	024119 – Selective Demolition – NEED ED
	c.	
	d.	042000 - Unit Masonry 077100 - Manufactured Roof Specialties - DEVERED From Scope 092900 - Gypsum Board
	e.	092900 – Gypsum Board
	f.	099000 – Paints and Coatings
	g.	321313 – Portland Cement Concrete Paving
2.	Delete	experience requirement for manufacturer and installer.
	a.	072400 – Exterior Insulation and Finish System 🦪
	b.	077100 – Manufactured Roof Specialties
	с.	078123 – Intumescent Fireproofing 087100 – Door Hardware 321213 – Bituminous Concrete Paving
	d.	087100 - Door Hardware 2 VELETED From Joby
	e.	321213 – Bituminous Concrete Paving
	f.	321313 – Portland Cement Concrete Paving
	g.	329201 – Seeding
3.	Delete	extended warranties
	a.	072400 – Exterior Insulation and Finish System
	Ь.	076200 – Sheet Metal and Flashing
	c.	F DEDETED TOOK DEED
	d.	077123 – Manufactured Gutters and Downspouts
	e.	078123 – Intumescent Fireproofing
	f.	087100 – Door Hardware
4.	Delete	samples
		042000 – Unit Masonry
		072400 – Exterior Insulation and Finish System
		077100 - Manufactured Roof Specialties - DEVETKO Filam Scare
	d.	078123 – Intumescent Fireproofing
	e.	079000 – Joint Sealants
	f.	087100 - Door Hardware DELETED NLM SCOPE
	g.	ossoso Tamo and country
	h.	
	i.	313519 – Slope Protection and Erosion Control
72	j.	311723 – Pavement Marking
5.		material certificates
		042000 – Unit Masonry
		321313 – Portland Cement Concrete Paving
6.		acceptable manufacturers
		072400 – Exterior Insulation and Finish System 077100 – Manufactured Roof Specialties 7 – DEUTED From Scope
		077100 – Manufactured Roof Specialties
	•	078123 - Intumescent Firencoofing

Page 1 of 2

Partial Demolition of the White House Existing City Hall 4.06.2022

d. 079000 - Joint Sealants

	d.	079000 – Joint Sealants
	e.	087100 - Door Hardware - Deleted
	f.	092900 – Gypsum Board
	g.	092900 – Gypsum Board 099000 – Paints and Coatings — Deleted 313519 – Slope Protection and Frosion Control
	h.	313519 – Slope Protection and Erosion Control
	i.	321313 – Portland Cement Concrete Paving
7.	Delete '	VOC requirements
	a.	079000 – Joint Sealants
	b.	092900 – Gypsum Board
	c.	099000 - Paints and Coatings - Duleted
8.	Section	042000 – Unit Masonry
	a.	Delete some submittals
		i. cold weather procedures
		ii. test reports on integral water repellent
		Delete integral water repellent
9.		061643 – Gypsum Sheathing
		Change from glass mat sheathing to paper faced.
		Sheathing will have to change to 5/8" type x.
10		Delete heavy duty downspout covers
1979	1000	Delete connection to storm sewers.
11		081113 – Steel Doors and Frames
		Change non-rated frames from fully welded to knock down.
		Change doors from continuously welded (no seam) to full flush (seam shows).
		Change door faces from 16 gage to 18 gage. Drop frames one gage level. Delete closed tops and bottoms. 1087100 – Door Hardware Drop requirement for an AHC. Delete maintenance service.
		Drop frames one gage level. Delete closed tops and bottoms.
17		087100 – Door Hardware
12		Drop requirement for an AHC.
		Delete maintenance service.
13	177.1	092216 – Non-Structural Metal Framing
-		Permit dimple studs.
		survent state visit s • • state at appearance.
Other	Propos	ed Reductions:
1	Delete	Public Address Systems in its entirety.
2	Delete	Access Control System and replace with standard manual locks. —— NOT IN Sup &
3.	Delete	video surveillance system in its entirety.
		painting and intumescent fire coating. TO BUSTED
		EFIS with air barrier.
6.		cement fiber board
7.		automatic door operator.

Derek Watson

From:

Valerie Webb < vwebb@webbsanderslaw.com>

Sent:

Wednesday, April 13, 2022 12:13 PM

To:

Gerald Herman

Cc:

Derek Watson

Subject:

ethics investigation - Mayor Mike Arnold

Attachments:

Agreement.pdf

Jerry,

Attached please find a Memorialization of Attorney/Client Agreement to retain Reynolds, Potter, Ragan & Vandivort PLC, a law firm in Dickson, Tennessee, to conduct the referenced investigation. Although they can only give us hourly rates for the time spent on the investigation at this time as they are not sure how much time the investigation will take, they have given me an informal estimate of \$2,500.00 - \$5,000.00.

As we have never had to conduct an investigation of this nature, I reached out to the Tennessee Municipal Attorneys group for recommendations for law firms to conduct the investigation. Based on the responses I received from TMA members, I reached out to 3 different firms regarding the investigation. After reviewing the information we had regarding the law firms, their experience with investigations, cost, and other factors, we felt that Reynolds Potter would be best suited to conduct the investigation for the city.

Please let me know if you have questions or if you would like to discuss further.

Thanks,

Valerie

Valerie M. Webb <u>vwebb@webbsanderslaw.com</u> (615) 581-0805 (office) <u>(615)334-4902</u> (fax) (615) 400-2950 (mobile)





Good Funds Law require that we only accept personal checks up to \$1,000.00, cashier's checks for \$1,000.00 to \$5,000.00 and we MUST have a wire for all transactions requiring funds over \$5,000.00.

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REYNOLDS, POTTER, RAGAN & VANDIVORT, PLC

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CHELSEY A. STEVENSON

210 E. College Street Dickson, Tennessee 37055 Telephone: 615.446.2221 Facsimile: 615.446.2232

*RULE 31 LISTED MEDIATOR

OF COUNSEL: LISA LITTLETON HOLLEY

MEMORIALIZATION OF ATTORNEY/CLIENT AGREEMENT

Dear Client:

On behalf of Reynolds, Potter, Ragan & Vandivort, PLC, I would like to thank you for engaging our firm to represent the City of White House in this matter. It is very important that we have a clear understanding regarding our relationship.

Our firm has agreed to represent the City with respect to:

Representation of the City of White House, Tennessee regarding the investigation, and production of a subsequent report, in response to an ethics complaint made against a public official.

In consideration for our agreement to represent the City in the matter(s) outlined above, the City has agreed to the following terms and conditions:

Our firm will charge the City a fee of \$250.00 per hour for attorney's services. In addition to fees, it is further agreed and understood that during the pendency of this matter it will be the City's responsibility to reimburse our firm for the costs of all out of pocket expenses associated with the firm's representation in this matter. In addition, it will be the City's responsibility to promptly pay when requested any charges for experts, court costs, fees for accountants or appraisers, fees for servers of process, fees for investigators, costs of depositions, or other necessary expenses in this matter. In this regard, you should rest assured that we will make every effort to keep expenses low and will check with the City Attorney before incurring any significant obligations.

All bills for costs, fees, and expenses must be paid in full not later than the last day of the month in which the bill was sent. All bills will be forwarded to the City Attorney's attention via email. Any outstanding bills to Reynolds, Potter, Ragan & Vandivort, PLC

which are more than thirty (30) days outstanding will begin to accrue interest at the cumulative rate of one percent (1%) per month (12% per annum).

Should there be any default or breach of this agreement, Reynolds, Potter, Ragan & Vandivort, PLC reserves the right at any time to withdraw from any further representation in this matter and/or initiate legal action to collect any unpaid costs or expenses. It is agreed that all additional costs, expenses, and attorney's fees incurred by our firm during said collection efforts shall be the City's responsibility.

We appreciate the City's confidence in referring this matter to us and look forward to working for you. We ask that a City official sign this agreement where indicated in order that we may have a written memorialization of our understanding. Thank you.

Sincerely,

REYNOLDS, POTTER, RAGAN & VANDIVORT, PLC

TIMOTHY V. POTTER

I have read, understand, and consent to the terms and conditions of the above memorialization of our Attorney/Client Agreement with Reynolds, Potter, Ragan & Vandivort, PLC.

Date	Client Signature

OTHER BUSINESS...

April 4, 2022

MEMORANDUM

To: Board of Mayor and Aldermen

CC: Gerald Herman, City Administrator

From: Amanda Brewton, Human Resources Director

Re: Alderman Interview Candidate Ranking Results

Attached is the summary of the ranking results from the Alderman Interviews on March 24th as well as the individual score sheets submitted to Human Resources by the board members.

On the summary sheet, the scores from each member of the board have been included as well as the total score for each candidate. As the candidates were ranked by each board member from #1 to #4 with #1 being the top ranked candidate, the results have been sorted by total scores in order of preference.

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

Alderman Interviews

Candidate Ranking Results

Thursday, March 24, 2022

	Ranking #1	Ranking #2	Ranking #3	Ranking #4	Total
Carlos Payne	1	1	1	3	6
Jana Spicer	2	2	3	1	8
Rebecca Johnson	3	3	4	2	12
Stephanie Mitchell	4	4	2	4	14

Candidate Rankings

Candidates: Rebecca Johnson

Stephanie Mitchell

Carlos Payne

Jana Spicer

Please rank the candidates below beginning with #1 as your top ranked candidate.

#1: Carlos PayNE

#2: SALD SPIBER

#3: REBECCA JOHNSOL

#4: Stophsnib Motchull

Rankings MUST be returned to Amanda Brewton, Human Resources Director, by 5:00 pm on Monday, March 28, 2022.

Candidate Rankings

Candi	dates:	Rebecca Johnson
		Stephanie Mitchell
		Carlos Payne
		Jana Spicer
Please	rank the	candidates below beginning with #1 as your top ranked candidate.
#1:	Cac	105 Payre
#2:	Juni	Spicer
#3:	Ribe	eca Johnson

Rankings MUST be returned to Amanda Brewton, Human Resources Director, by 5:00 pm on Monday, March 28, 2022.

#4: Stephanie Marifull

Candidate Rankings

Candidates: Rebecca Johnson

	Stephanie Mitchell	
	Carlos Payne	
	Jana Spicer	
Please	e rank the candidates below beginning with #1	as your top ranked candidate.
#1:	ns Payne.	
#2:	mitchele	
#3:	Spicu	
#4:	Johnson	

Rankings MUST be returned to Amanda Brewton, Human Resources Director, by 5:00 pm on Monday, March 28, 2022.

Candidate Rankings

Candida	ates: Rebecca Johnson
	Stephanie Mitchell
	Carlos Payne
	Jana Spicer
Please ra	ank the candidates below beginning with #1 as your top ranked candidate.
#1: _	Tona Spice
#2: _	Religere Johner
#3: _	Carloc Pagne
#4: _	Stephane Mitchell
	·

Rankings MUST be returned to Amanda Brewton, Human Resources Director, by 5:00 pm on Monday, March 28, 2022.

DISCUSSION ITEMS...

OTHER INFORMATION....