



CITY OF WHITE HOUSE  
Board of Mayor and Aldermen Meeting  
Agenda  
September 15, 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 August 18<sup>th</sup> Board of Mayor and Aldermen meeting
7. Welcome Visitors
8. Public Hearings
  - a. **Ordinance 22-13:** An ordinance amending the Zoning Ordinance, Article V, Section 5.053.2, C-2 General Commercial.
9. Communication from Mayor, Aldermen, City Attorney, and City Administrator
10. Acknowledge Reports
  - A. General Government
  - B. Finance
  - C. Human Resources
  - D. Police
  - E. Fire
  - F. Public Services
  - G. Planning & Codes
  - H. Parks & Recreation
  - I. Library/Museum
  - J. Municipal Court
11. Consideration of the Following Resolutions:
  - a. **Resolution 22-09:** A resolution approving certain amendments and revisions to the personnel manual.
  - b. **Resolution 22-10:** A resolution approving participation in the James L. Richardson "Driver Safety" Matching Grant Program.
  - c. **Resolution 22-11:** A resolution establishing a schedule of fees for the rental of the Donald L. Eden Community Room.
  - d. **Resolution 22-12:** A resolution to delegate to the Robertson County Emergency Communications E-911 District the authority to number streets within the municipal jurisdiction of White House, Tennessee.
12. Consideration of the Following Ordinances:
  - a. **Ordinance 22-13:** An ordinance amending the Zoning Ordinance, Article V, Section 5.053.2, C-2 General Commercial. *Second Reading.*

13. Purchasing:

- a. To approve or reject to the Memorandum of Understanding with Robertson County to purchase Motorola Emergency Communications Equipment in the amount of \$319,561.23. The Fire and Police Chiefs recommend approval.

14. Other Business:

- a. To approve or reject City Administrator Gerald Herman to enter into an Interlocal Agreement for the Employment of a Public Management Fellow between The University of Tennessee through its Municipal Technical Advisory Service (MTAS) and the following State of Tennessee municipalities: Brentwood, Goodlettsville, Springfield, and White House.
- b. Board Appointment

15. Discussion Items:

- a. None

16. Other Information:

- a. None

17. Adjournment:

CITY OF WHITE HOUSE  
Board of Mayor and Aldermen Meeting  
Minutes  
August 18, 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.

4. Roll Call

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

5. Adoption of the Agenda

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

6. Approval of Minutes of the July 18<sup>th</sup> Study Session and July 21<sup>st</sup> Board of Mayor and Aldermen meeting

Motion was made by Ald. Decker, second by Ald. Payne to approve the minutes. A voice vote was called for with all members voting aye. **The July 18<sup>th</sup> Study Session and July 21<sup>st</sup> Board of Mayor and Aldermen meeting minutes were approved.**

7. Welcome Visitors

Mayor Bibb welcomed all visitors.

8. Proclamations

Mayor Bibb presented a proclamation to Coach Rory McCook with the rest of the 11U All Star baseball team for their athletic achievement by placing first at the 2022 Tennessee Cal Ripken State Tournament.

Mayor Bibb presented a proclamation to the Jethro Sumner Chapter of the Daughters of the Revolution designating September 17 through 23 as Constitution week.

9. Public Hearings

- a. **Ordinance 22-12:** An ordinance amending the Zoning Ordinance Article IV, Section 4.070, Standards for Signs.

No one spoke for or against.

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

City Administrator Gerald Herman stated that the construction of the town center water line is finished.

City Administrator Gerald Herman mentioned that the Southern Force Main Project Phase 1 is nearing completion. Mr. Herman continued that all pipe is in the ground, and the connection at Hester Drive is the only thing left to finish.

City Administrator Gerald Herman discussed that the wastewater treatment plant expansion is progressing as scheduled. Mr. Herman stated that the project should be completed next spring.

City Administrator Gerald Herman announced that work to disconnect utilities from the old city hall building is continuing. Mr. Herman continued that in the meantime the Fire Department has completed some rescue training, and the Police Department has scheduled active shooter training next week.

City Administrator Gerald Herman stated that the Robertson County Credit Union has removed the ATM from the small building they built in the circle drive. Mr. Herman continued that the Credit Union gave the okay for the City to tear down the building. Mr. Herman mentioned that the Public Services Department will demolish the building. Mr. Herman announced that the Credit Union has ordered a new ATM machine to be installed at their location on SR76.

Alderman Corbitt asked for the status of the Sage/McCurdy Road Turn Lane project. City Attorney Valerie Webb stated that the City is working with the bond company to get monetary reimbursement to have a new contractor to complete the project.

#### 11. Acknowledge Reports

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

Motion was made by Ald. 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.**

#### 12. Consideration of the Following Resolutions:

- a. None

#### 13. Consideration of the Following Ordinances:

- a. **Ordinance 22-12:** An ordinance amending the Zoning Ordinance Article IV, Section 4.070, Standards for Signs. *Second Reading*.

Motion was made by Ald. Decker, second by Ald. Corbitt to approve. A roll call vote was requested by Mayor Bibb: Ald. Corbitt - aye; Ald. Decker - aye; Ald. Payne - aye; Ald. Hutson - aye; Mayor Bibb - aye. Motion was approved. **Ordinance 22-12 was approved on Second Reading.**

- b. **Ordinance 22-13:** An ordinance amending the Zoning Ordinance, Article V, Section 5.053.2, C-2 General Commercial. *First Reading*

Motion was made by Ald. Hutson, second by Ald. Decker to approve. A voice vote was requested by Mayor Bibb. A voice vote was called for with all members voting aye. **Ordinance 22-13 was approved on First Reading.**



14. Purchasing:

- a. To approve or reject the purchase of two (2) 2022 Ford Police Interceptor Utility Vehicles from the State contract #209 in the total amount of \$73,758. The Police Chief recommends approval.

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

- b. To approve or reject City Administrator Gerald Herman to enter into a contractual agreement with Romach, Inc. for the construction of the Recreation Center and splash pad enclosure with a total bid of \$23,148,000. The Parks and Recreation Director recommends approval.

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

15. Other Business:

- a. To approve or reject following TDOT's Consultant Selection Policy in its entirety as a policy for all TDOT projects, and the selection of the evaluation committee consisting of the City Administrator, Public Services Director, Planning and Codes Director, Administrative Services Director, and Purchasing Coordinator. The City Administrator recommends approval.

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

16. Discussion Items:

- a. None

17. Other Information:

- a. None

18. Adjournment:

Meeting was adjourned at 7:36 pm.

ATTEST:

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Farris H. Bibb Jr., Mayor

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Derek Watson, City Recorder

# REPORTS....

**Administrative & Legislative Services Department**  
**August 2022**

**Administration**

City Administrator Gerald Herman attended the following meetings and events this month:

- August 2:
  - Sembler Development Meeting
  - Highland Park Development Meeting
- August 3:
  - TNECD Commissioner's Northern Middle Regional Roadshow
  - Meeting with HRF/ RG Anderson
- August 4:
  - Americana Celebration Debrief Meeting
  - Fire Department Mural Ribbon Cutting
  - White House Progress Meeting
  - Mayor Update Meeting
- August 8:
  - Department Head Staff Meeting
  - Planning Commission
- August 9:
  - Mid-TN TCMA Luncheon
- August 10:
  - Burrus Ridge Municipal Meeting
- August 11:
  - Bid Opening- Recreation Center
- August 15:
  - Meeting with Senator Marsha Blackburn
- August 16:
  - White House Chamber Luncheon
  - Board of Zoning Appeals
- August 17:
  - RTA Board Meeting
  - GNRC Transportation Policy Board
  - Economic Development Team Meeting
- August 18:
  - FSEP Community Development & Infrastructure Committee
  - Board of Mayor and Alderman Meeting
- August 22:
  - Department Head Staff Meeting
- August 23:
  - White House Chamber Power Hour at Moringa Tree
  - Committee Meeting for Engineering TDOT project
  - Sumner County Elected Official Mixer
- August 24:
  - FSEP BOD (Summer Annual Meeting)
- August 25:
  - White House Progress Meeting
- August 29:
  - Meeting with RCEDB Property Committee and AL Neyer Representatives

**Administrative & Legislative Services Department  
August 2022**

**Performance Measurements**

**Finance Update**

The Administration Department's goal is to keep each budgetary area's expenditures at or under the approved budget as set by the Board of Mayor and Aldermen by the end of fiscal year 2022-2023.

| <b>Budget</b>          | <b>Budgeted Amount</b> | <b>Expended/ Encumbered*</b> | <b>% Over (↑) or Under (↓)<br/>(Anticipated expenditures by this point in the year)</b> |
|------------------------|------------------------|------------------------------|-----------------------------------------------------------------------------------------|
| General Fund           | \$11,933,868           | \$25,343,870                 | ↑79.65                                                                                  |
| Industrial Development | \$120,145              | \$6,269                      | ↓9.30                                                                                   |
| State Street Aid       | \$467,832              | \$306,665                    | ↑45.35                                                                                  |
| Parks Sales Tax        | \$1,207,310            | \$1,169,501                  | ↑45.13                                                                                  |
| Solid Waste            | \$1,146,400            | \$443,779                    | ↑16.12                                                                                  |
| Parks Impact Fees      | \$61,429               | \$11,919                     | ↑4.78                                                                                   |
| Police Impact Fees     | \$43,930               | \$0                          | ↓16.60                                                                                  |
| Fire Impact Fees       | \$28,875               | \$0                          | ↓16.60                                                                                  |
| Road Impact Fees       | \$59,190               | \$0                          | ↓16.60                                                                                  |
| Police Drug Fund       | \$5,050                | \$0                          | ↓16.60                                                                                  |
| Debt Services          | \$1,112,015            | \$3,298                      | ↓16.33                                                                                  |
| Wastewater             | \$5,011,600            | \$13,783,973                 | ↑51.41                                                                                  |
| Dental Care            | \$38,650               | \$12,104                     | ↓0.35                                                                                   |
| Stormwater Fund        | \$1,036,000            | \$215,740                    | ↓5.66                                                                                   |
| Cemetery Fund          | \$69,355               | \$21,501                     | ↑7.14                                                                                   |

\*Expended/Encumbered amounts reflect charges from July 1, 2022 – June 30, 2023.

**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**

|              | <b>FY<br/>2023</b> | <b>FY<br/>2022</b> | <b>FY<br/>2021</b> | <b>FY<br/>2020</b> | <b>FY<br/>2019</b> | <b>FY<br/>2018</b> |
|--------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| July         | 313                | 325                | 261                | 269                | 346                | 362                |
| August       | 166                | 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        |                    | 105                | 154                | 85                 | 138                | 185                |
| May          |                    | 153                | 133                | 82                 | 129                | 121                |
| June         |                    | 52                 | 47                 | 45                 | 50                 | 52                 |
| <b>Total</b> | <b>479</b>         | <b>1,506</b>       | <b>1,355</b>       | <b>1,199</b>       | <b>1,595</b>       | <b>1,813</b>       |

| <b>Purchase Orders by Dollars</b> | <b>Aug<br/>2022</b> | <b>FY<br/>2023</b> | <b>FY<br/>2022</b> | <b>FY<br/>2021</b> | <b>Total for FY23</b>  | <b>Total for FY22</b>  | <b>Total for FY21</b>  |
|-----------------------------------|---------------------|--------------------|--------------------|--------------------|------------------------|------------------------|------------------------|
| Purchase Orders \$0-\$9,999       | 162                 | 453                | 1,442              | 1281               | \$658,088.68           | \$1,640,827.83         | \$1,482,989.65         |
| Purchase Orders \$10,000-\$24,999 | 2                   | 8                  | 24                 | 29                 | \$127,835.51           | \$404,406.65           | \$417,161.17           |
| Purchase Orders over \$25,000     | 2                   | 17                 | 40                 | 45                 | \$27,529,568.99        | \$11,687,700.37        | \$11,050,535.17        |
| <b>Total</b>                      | <b>166</b>          | <b>478</b>         | <b>1,506</b>       | <b>1355</b>        | <b>\$28,315,493.18</b> | <b>\$13,732,934.80</b> | <b>\$12,367,741.04</b> |



**Administrative & Legislative Services Department  
August 2022**

**Website Management**

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

|              | 2022-2023<br>Update<br>Requests | 2021-2022<br>Update<br>Requests | 2020-2021<br>Update<br>Requests | 2019-2020<br>Update<br>Requests | 2018-2019<br>Update<br>Requests | 2022-2023 Page<br>Visits | 2021-2022 Page<br>Visits | 2020-2021 Page<br>Visits | 2019-2020 Page<br>Visits | 2018-2019 Page<br>Visits |
|--------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| July         | 52                              | 54                              | 15                              | 152                             | 61                              | 31,946                   | 32,401                   | 11,536                   | 1,164,517                | 1,080,668                |
| Aug.         | 63                              | 66                              | 20                              | 126                             | 133                             | 31,340                   | 25,635                   | 9,145                    | 752,932                  | 835,519                  |
| Sept.        |                                 | 48                              | 17                              | 43                              | 22                              |                          | 24,833                   | 8,335                    | 679,248                  | 214,406                  |
| Oct.         |                                 | 52                              | 10                              | 78                              | 86                              |                          | 23,816                   | 8,390                    | 386,735                  | 864,091                  |
| Nov.         |                                 | 63                              | 174                             | 56                              | 40                              |                          | 23,022                   | 7,587                    | 695,971                  | 812,527                  |
| Dec.         |                                 | 39                              | 13                              | 156                             | 82                              |                          | 22,904                   | 17,483                   | 847,724                  | 1,055,111                |
| Jan.         |                                 | 56                              | 108                             | 67                              | 68                              |                          | 26,942                   | 17,123                   | 720,531                  | 934,562                  |
| Feb.         |                                 | 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        |                                 | 68                              | 101                             | 43                              | 56                              |                          | 31,127                   | 20,881                   | N/A                      | 820,505                  |
| May          |                                 | 54                              | 38                              | 27                              | 29                              |                          | 31,335                   | 23,514                   | 5,998                    | 946,897                  |
| June         |                                 | 674                             | 214                             | 48                              | 123                             |                          | 34,600                   | 30,909                   | 10,251                   | 901,328                  |
| <b>Total</b> | <b>115</b>                      | <b>609</b>                      | <b>884</b>                      | <b>901</b>                      | <b>801</b>                      | <b>63,286</b>            | <b>329,885</b>           | <b>197,629</b>           | <b>5,263,907</b>         | <b>9,053,159</b>         |

**“City of White House, TN” Mobile App**

|              | FY 23<br>New<br>Downloads | FY22<br>New<br>Downloads | FY21<br>New<br>Downloads | FY20<br>New<br>Downloads |
|--------------|---------------------------|--------------------------|--------------------------|--------------------------|
| July         | 8                         | 8                        | 45                       | 19                       |
| Aug.         | 13                        | 9                        | 44                       | 21                       |
| Sept.        |                           | 13                       | 19                       | 21                       |
| Oct.         |                           | 6                        | 40                       | 12                       |
| Nov.         |                           | 6                        | 29                       | 13                       |
| Dec.         |                           | 10                       | 10                       | 15                       |
| Jan.         |                           | 18                       | 11                       | 23                       |
| Feb.         |                           | 9                        | 20                       | 70                       |
| March        |                           | 14                       | 11                       | 69                       |
| April        |                           | 11                       | 7                        | 41                       |
| May          |                           | 10                       | 11                       | 29                       |
| June         |                           | 10                       | 11                       | 36                       |
| <b>Total</b> | <b>21</b>                 | <b>124</b>               | <b>258</b>               | <b>369</b>               |

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

|                 | FY23<br># of<br>Request | FY22<br># of<br>Request | FY21<br># of<br>Request | FY20<br># of<br>Request |
|-----------------|-------------------------|-------------------------|-------------------------|-------------------------|
| July            | 50                      | 38                      | 20                      | 36                      |
| Aug.            | 43                      | 54                      | 27                      | 39                      |
| Sept.           |                         | 46                      | 16                      | 18                      |
| Oct.            |                         | 64                      | 15                      | 40                      |
| Nov.            |                         | 19                      | 20                      | 27                      |
| Dec.            |                         | 42                      | 27                      | 20                      |
| Jan.            |                         | 41                      | 18                      | 24                      |
| Feb.            |                         | 41                      | 72                      | 41                      |
| March           |                         | 38                      | 36                      | 34                      |
| April           |                         | 26                      | 26                      | 35                      |
| May             |                         | 39                      | 48                      | 26                      |
| June            |                         | 47                      | 58                      | 28                      |
| <b>FY Total</b> | <b>93</b>               | <b>495</b>              | <b>383</b>              | <b>356</b>              |

**Administrative & Legislative Services Department  
August 2022**

**White House Farmers Market**

|                  | <b>Application<br/>Fees<br/># (amount<br/>collected)</b> | <b>Booth<br/>Payments<br/>(\$)</b> |
|------------------|----------------------------------------------------------|------------------------------------|
| <b>January</b>   | 0                                                        | 0                                  |
| <b>February</b>  | 3                                                        | \$150                              |
| <b>March</b>     | 4                                                        | \$350                              |
| <b>April</b>     | 1                                                        | \$150                              |
| <b>May</b>       | 6                                                        | \$1,000                            |
| <b>June</b>      | 1                                                        | \$240                              |
| <b>July</b>      | 2                                                        | \$75                               |
| <b>August</b>    | 1                                                        | 0                                  |
| <b>September</b> | 0                                                        | 0                                  |
| <b>October</b>   | 0                                                        | 0                                  |
| <b>November</b>  | 0                                                        | 0                                  |
| <b>December</b>  | 0                                                        | 0                                  |
| <b>Total</b>     | <b>18</b>                                                | <b>\$1,965</b>                     |

**Building Maintenance Projects**

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

|                  | <b>2022-2023<br/>Work Order<br/>Requests</b> | <b>2021-2022<br/>Work Order<br/>Requests</b> | <b>2020-2021<br/>Work Order<br/>Requests</b> | <b>2019 – 2020<br/>Work Order<br/>Requests</b> | <b>2018 – 2019<br/>Work Order<br/>Requests</b> | <b>2017 – 2018<br/>Work Order<br/>Requests</b> | <b>2016 – 2017<br/>Work Order<br/>Requests</b> |
|------------------|----------------------------------------------|----------------------------------------------|----------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|
| <b>July</b>      | 14                                           | 19                                           | 11                                           | 10                                             | 22                                             | 21                                             | 27                                             |
| <b>August</b>    | 23                                           | 8                                            | 27                                           | 10                                             | 26                                             | 24                                             | 28                                             |
| <b>September</b> |                                              | 12                                           | 9                                            | 13                                             | 19                                             | 22                                             | 13                                             |
| <b>October</b>   |                                              | 10                                           | 6                                            | 7                                              | 14                                             | 18                                             | 12                                             |
| <b>November</b>  |                                              | 23                                           | 16                                           | 7                                              | 18                                             | 34                                             | 12                                             |
| <b>December</b>  |                                              | 17                                           | 19                                           | 3                                              | 8                                              | 19                                             | 9                                              |
| <b>January</b>   |                                              | 6                                            | 11                                           | 16                                             | 14                                             | 16                                             | 23                                             |
| <b>February</b>  |                                              | 8                                            | 16                                           | 18                                             | 7                                              | 21                                             | 6                                              |
| <b>March</b>     |                                              | 14                                           | 12                                           | 11                                             | 7                                              | 17                                             | 16                                             |
| <b>April</b>     |                                              | 13                                           | 17                                           | 2                                              | 12                                             | 25                                             | 14                                             |
| <b>May</b>       |                                              | 20                                           | 25                                           | 11                                             | 6                                              | 26                                             | 27                                             |
| <b>June</b>      |                                              | 14                                           | 31                                           | 10                                             | 9                                              | 23                                             | 14                                             |
| <b>Total</b>     | <b>37</b>                                    | <b>164</b>                                   | <b>200</b>                                   | <b>98</b>                                      | <b>162</b>                                     | <b>266</b>                                     | <b>201</b>                                     |

**Finance Department  
August 2022**

**Finance Section**

During August the Finance Office continued training / planning for new utility customer application process changes, preparing for fiscal year end audit tasks and preparing for implementation of a new utility & property tax third-party bill printer/mailer. Members of the Finance Office participated in the following events during the month:

August 2: Security camera setup and training

August 3: HFR / RG Anderson punch-list meeting

August 30: Finance staff meeting

August 31: Finance group 1 tour of City facilities and new developments

**Performance Measures**

**Utility Billing**

|                                          | <b>August<br/>2022</b> | <b>FY 2023<br/>Total</b> | <b>FY 2022<br/>Total</b> | <b>FY 2021<br/>Total</b> | <b>FY 2020<br/>Total</b> | <b>FY 2019<br/>Total</b> |
|------------------------------------------|------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>New Builds (#)</b>                    | 42                     | 52                       | 284                      | 357                      | 171                      | 62                       |
| <b>Move Ins (#)</b>                      | 93                     | 167                      | 977                      | 737                      | 649                      | 534                      |
| <b>Move Outs (#)</b>                     | 93                     | 164                      | 898                      | 743                      | 602                      | 534                      |
| <b>New customer signup via email (#)</b> | 36                     | 72                       | 410                      | 300                      | 127                      | 104                      |
| <b>New customer signup via email (%)</b> | 27%                    | 33%                      | 33%                      | 27%                      | 15%                      | 17%                      |

**Business License Activity**

|                                      | <b>August<br/>2022</b> | <b>FY 2023<br/>Total</b> | <b>FY 2022<br/>Total</b> | <b>FY 2021<br/>Total</b> | <b>FY 2020<br/>Total</b> | <b>FY 2019<br/>Total</b> |
|--------------------------------------|------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Opened</b>                        | 13                     | 19                       | 92                       | 76                       | 69                       | 75                       |
| <b>Closed (notified by business)</b> | 2                      | 2                        | 7                        | 6                        | 10                       | 9                        |

**Accounts Payable**

|                                      | <b>July<br/>2022</b> | <b>FY 2023<br/>Total</b> | <b>FY 2022<br/>Total</b> | <b>FY 2021<br/>Total</b> | <b>FY 2020<br/>Total</b> | <b>FY 2019<br/>Total</b> |
|--------------------------------------|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Total # of Invoices Processed</b> | 309                  | 616                      | 4254                     | 4079                     | 4003                     | 3940                     |



**Finance Department  
August 2022**

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

| <b>Operating Fund</b>  | <b>Budgeted Operating Revenues (\$)</b> | <b>General Fund Cash Reserves Goal (\$)</b> | <b>Current Month Fund Cash Balance (\$)</b> | <b>G.F. Cash Reserves Goal Performance</b> |
|------------------------|-----------------------------------------|---------------------------------------------|---------------------------------------------|--------------------------------------------|
| General Fund           | 11,933,868                              | 3,580,160                                   | 3,876,009                                   | 32%                                        |
| Cemetery Fund          | 69,355                                  | 20,807                                      | 260,829                                     | 376%                                       |
| Debt Services          | 1,112,015                               | 333,605                                     | 1,049,778                                   | 94%                                        |
| Dental Care Fund       | 38,650                                  | 11,595                                      | 190,199                                     | 492%                                       |
| Roads Impact Fees      | 59,190                                  | 17,757                                      | 283,010                                     | 478%                                       |
| Parks Impact Fees      | 61,429                                  | 18,429                                      | 420,243                                     | 684%                                       |
| Police Impact Fees     | 43,930                                  | 13,179                                      | 378,928                                     | 863%                                       |
| Fire Impact Fees       | 28,875                                  | 8,663                                       | 250,872                                     | 869%                                       |
| Industrial Development | 120,145                                 | 36,044                                      | 139,271                                     | 116%                                       |
| Parks Sales Tax        | 1,207,310                               | 362,193                                     | 1,066,424                                   | 88%                                        |
| Police Drug Fund       | 5,050                                   | 1,515                                       | 38,490                                      | 762%                                       |
| Solid Waste            | 1,146,400                               | 343,920                                     | 655,484                                     | 57%                                        |
| State Street Aid       | 467,832                                 | 140,350                                     | 308,929                                     | 66%                                        |
| Stormwater Fund        | 1,036,000                               | 310,800                                     | 1,242,320                                   | 120%                                       |
| Wastewater             | 5,011,600                               | 1,503,480                                   | 5,189,344                                   | 104%                                       |

*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 2022-2023.

| <b>Operating Fund</b>  | <b>Budgeted Operating Revenues (\$)</b> | <b>YTD Realized* (\$)</b> | <b>% Over (↑) or Under (↓)<br/>(Anticipated revenues realized by this point in the year)</b> |
|------------------------|-----------------------------------------|---------------------------|----------------------------------------------------------------------------------------------|
| General Fund           | 11,933,868                              | 1,144,795                 | ↓ 7.07%                                                                                      |
| Cemetery Fund          | 69,355                                  | 7,175                     | ↓ 6.32%                                                                                      |
| Debt Services          | 1,112,015                               | 192,240                   | ↑ 0.62%                                                                                      |
| Dental Care            | 38,650                                  | 6,829                     | ↑ 1.00%                                                                                      |
| Roads Impact Fees      | 59,190                                  | 34,419                    | ↑ 41.48%                                                                                     |
| Parks Impact Fees      | 61,429                                  | 28,453                    | ↑ 29.65%                                                                                     |
| Police Impact Fees     | 43,930                                  | 24,674                    | ↑ 39.50%                                                                                     |
| Fire Impact Fees       | 28,875                                  | 16,279                    | ↑ 39.71%                                                                                     |
| Industrial Development | 120,145                                 | 64,268                    | ↑ 36.83%                                                                                     |
| Parks Sales Tax        | 1,207,310                               | 170,914                   | ↓ 2.51%                                                                                      |
| Police Drug Fund       | 5,050                                   | 1,685                     | ↑ 16.70%                                                                                     |
| Solid Waste            | 1,146,400                               | 193,166                   | ↑ 0.18%                                                                                      |
| State Street Aid       | 467,832                                 | 79,447                    | ↑ 0.32%                                                                                      |
| Stormwater Fund        | 1,036,000                               | 174,827                   | ↑ 0.21%                                                                                      |
| Wastewater             | 5,011,600                               | 1,106,460                 | ↑ 5.41%                                                                                      |

\*Realized amounts reflect revenues realized from July 1, 2022—August 31, 2022



**Human Resources Department**  
**August 2022**

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

August 01: New Hire Orientation for Public Works Maintenance Worker  
Library Garden ADA Overview

August 02: Chamber of Commerce Strategic Planning Session

August 03: TCRS Legislative Changes Impacting Retirement Webinar

August 04: Chamber of Commerce Ribbon Cutting for Mural

August 09: Police Officer Testing

August 10: New Hire Orientation for Police Officer  
Chamber of Commerce Thrive Women's Luncheon

August 11: Public Services Interviews  
Bid Opening for Recreation Center

August 15: Interview for Parks Attendant

August 16: Police Officer Testing  
Chamber of Commerce Luncheon - Mike Keith

August 17: Interview for Parks Attendant

August 18: Police Officer Oral Board  
Police Officer Chief's Interview

August 23: New Hire Orientation for Part-Time Police Officer

August 24: Police Officer Oral Board  
Police Officer Chief's Interview  
New Hire Orientation for Police Officer  
Public Entity Partners Risk Insurance Symposium

August 25: Public Entity Partners Risk Insurance Symposium

August 26: Public Entity Partners Risk Insurance Symposium

August 30: Police Officer Oral Board  
Police Officer Chief's Interview

August 31: New Hire Orientation for Parks Attendant

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

|           |   |   |   |   |
|-----------|---|---|---|---|
| July      | 0 | 0 | 0 | 0 |
| August    | 1 | 0 | 0 | 0 |
| September |   | 0 | 1 | 1 |
| October   |   | 1 | 0 | 0 |
| November  |   | 0 | 1 | 0 |
| December  |   | 0 | 0 | 0 |

Three-year average:

8.5

|              |          |          |          |          |
|--------------|----------|----------|----------|----------|
| January      |          | 0        | 1        | 1        |
| February     |          | 1        | 0        | 3        |
| March        |          | 0        | 2        | 0        |
| April        |          | 0        | 1        | 2        |
| May          |          | 1        | 0        | 1        |
| June         |          | 1        | 3        | 0        |
| <b>Total</b> | <b>1</b> | <b>4</b> | <b>9</b> | <b>8</b> |

**Human Resources Department**  
**August 2022**

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

|           | FYE<br>2023 | FYE<br>2022 | FYE<br>2021 | FYE<br>2020 |
|-----------|-------------|-------------|-------------|-------------|
| July      | 0           | 0           | 1           | 1           |
| August    | 0           | 1           | 1           | 0           |
| September |             | 0           | 1           | 0           |
| October   |             | 1           | 1           | 1           |
| November  |             | 1           | 3           | 1           |
| December  |             | 0           | 0           | 0           |

Three-year average: 5.5

|              | FYE<br>2023 | FYE<br>2022 | FYE<br>2021 | FYE<br>2020 |
|--------------|-------------|-------------|-------------|-------------|
| January      |             | 0           | 0           | 1           |
| February     |             | 0           | 0           | 0           |
| March        |             | 1           | 0           | 0           |
| April        |             | 1           | 0           | 0           |
| May          |             | 0           | 0           | 0           |
| June         |             | 0           | 0           | 0           |
| <b>Total</b> | <b>0</b>    | <b>5</b>    | <b>7</b>    | <b>4</b>    |

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

|           | FYE<br>2023 | FYE<br>2022 | FYE<br>2021 | FYE<br>2020 |
|-----------|-------------|-------------|-------------|-------------|
| July      | 1           | 1           | 1           | 1           |
| August    | 1           | 1           | 1           | 1           |
| September |             | 2           | 0           | 2           |
| October   |             | 0           | 0           | 3           |
| November  |             | 0           | 1           | 2           |
| December  |             | 1           | 2           | 1           |

Current year turnovers that occurred within 90 day probationary period: 2

|                   | FYE<br>2023  | FYE<br>2022   | FYE<br>2021   | FYE<br>2020   |
|-------------------|--------------|---------------|---------------|---------------|
| January           |              | 4             | 2             | 2             |
| February          |              | 2             | 0             | 1             |
| March             |              | 3             | 0             | 1             |
| April             |              | 2             | 2             | 0             |
| May               |              | 2             | 0             | 2             |
| June              |              | 1             | 3             | 2             |
| <b>Total</b>      | <b>2</b>     | <b>19</b>     | <b>12</b>     | <b>18</b>     |
| <b>Percentage</b> | <b>1.94%</b> | <b>18.45%</b> | <b>11.65%</b> | <b>17.48%</b> |

Three-year average: 14.56%

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

|           | FYE<br>2023 | FYE<br>2022 | FYE<br>2021 | FYE<br>2020 |
|-----------|-------------|-------------|-------------|-------------|
| July      | 0           | 0           | 1 (T)       | 0           |
| August    | 0           | 0           | 0           | 2 (S)       |
| September |             | 0           | 0           | 0           |
| October   |             | 0           | 0           | 0           |
| November  |             | 0           | 0           | 1 (S)       |
| December  |             | 0           | 1 (T)       | 0           |

Three-year average: 3.5

|              | FYE<br>2023 | FYE<br>2022 | FYE<br>2021 | FYE<br>2020 |
|--------------|-------------|-------------|-------------|-------------|
| January      |             | 1 (T)       | 1 (T)       | 0           |
| February     |             | 0           | 0           | 0           |
| March        |             | 0           | 0           | 0           |
| April        |             | 0           | 0           | 0           |
| May          |             | 0           | 0           | 0           |
| June         |             | 0           | 0           | 1 (T)       |
| <b>Total</b> | <b>0</b>    | <b>1</b>    | <b>3</b>    | <b>4</b>    |

**Police Department**  
**August 2022**

**Meetings/Civic Organizations**

- **Chief Brady attended the following meetings in August:** Police & Fire at Farmers Market (Aug. 3<sup>rd</sup>), White House Rotary (Aug. 4, 11, 18 & 25), Department Head Staff Meeting (Aug. 8 & 22), Planning Commission Meeting (Aug. 8), Robertson County Chief's Meeting (Aug. 10), Board of Zoning & Appeals Meeting (Aug. 16), Sumner County Drug Task Force Meeting (Aug. 17), Command Staff Meeting (Aug. 18) and Board of Mayor & Alderman Meeting (Aug. 18),

➤ **Police Department Administration Performance Measurements**

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

Susan Johnson, Accreditation Manager, is working on our 4<sup>th</sup> edition of our TLEA program into PowerDMS which includes 164 standards. Susan is still getting a few more proofs for 2021 and has done 74 proofs for 2022.

Our 3-year cycle will end in Dec. 2023 which means our onsite should be in December 2023. This will be our 4<sup>th</sup> award for our accreditation

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                 |
| April    | 3                    | 222                   | 14                              | 239                  |
| May      | 4                    | 45                    | 0                               | 49                   |
| June     | 29                   | 200                   | 0                               | 229                  |
| July     | 24.5                 | 0                     | 0                               | 24.5                 |
| August   | 0                    | 270                   | 30                              | 300                  |
| Total    | 75.5                 | 932.4                 | 60                              | 1067.9               |

**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 2022-2023. (There are 730 Patrol Shifts each year.) \*Three officer minimum staffing went into effect August 5, 2015.***

| Number of Officers on Shift  | August 2022 | FY 2022-23 |
|------------------------------|-------------|------------|
| Three (3) Officers per Shift | 62          | 117        |
| Four (4) Officers per Shift  | 0           | 7          |

2. ***Acquire and place into service two Police Patrol Vehicles.*** Two new vehicles were approved at the August Board of Mayor & Alderman Meeting. The vehicles will be ordered from Lonnie Cobb Ford once all paper work is completed.
3. ***Conduct two underage alcohol compliance checks during the Fiscal Year 2022-2023.***  
We will be conducting Compliance Checks in the Fall.



**Police Department**  
**August 2022**

4. *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                     | August 2022 | Per 1,000 Pop. | Total 2022 | Per 1,000 Pop. |
|--------------------------------------|-------------|----------------|------------|----------------|
| <b><i>Serious Crime Reported</i></b> |             |                |            |                |
| Crimes Against Persons               | 8           | 1              | 101        | 8              |
| Crimes Against Property              | 37          | 3              | 223        | 17             |
| Crimes Against Society               | 29          | 2              | 287        | 22             |
|                                      |             |                |            |                |
| <b>Total</b>                         | 73          | 6              | 610        | 47             |
| <b>Arrests</b>                       | 49          |                | 415        |                |

*\*U.S. Census Estimate 4/1/2020 – 12,982*

5. *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.*

|                                 | August 2022 | TOTAL 2022 |
|---------------------------------|-------------|------------|
| <b>Traffic Crashes Reported</b> | 42          | 310        |
| <b>Enforce Traffic Laws:</b>    |             |            |
| Written Citations               | 25          | 506        |
| Written Warnings                | 70          | 298        |
| Verbal Warnings                 | 154         | 1,718      |

6. *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 2022.*

| <b>COLLISION RATIO</b> |            |             |               |               |
|------------------------|------------|-------------|---------------|---------------|
| <b><u>2022</u></b>     | COLLISIONS | INJURIES    | MONTHLY RATIO | YEAR TO DATE  |
| <b>August</b>          | 42         | 2<br>YTD 23 | 5%            | 7%<br>YTD 310 |

**Traffic School:** Jeremy Sisk instructed Traffic School in August.

**Staffing:**

- Ofc. Terry Brown (TJ) is currently on FTO and has been deployed for eight months.
- Ofc. Brandon Mantor resigned his position due to personal reasons.
- Ofc. Jason Ghee resigned his position. His last day is September 8<sup>th</sup>.
- Ofc. Triston Twedt started on August 10<sup>th</sup>.
- Ofc. Jake Hunter started on August 24<sup>th</sup>.
- We held interviews on August 24<sup>th</sup> and August 30<sup>th</sup>. We hired two applicants who will start in September.
- We currently have 3 positions open and are continuing to accept applications.



**Police Department**  
**August 2022**

***Sumner County Emergency Response Team:***

ERT executed two high risk search warrants in August:

- August 12th - Narcotics search warrant for Gallatin PD resulted in the seizure of one half oz of methamphetamine.
- August 31<sup>st</sup> - DTF Narcotics search warrant in Gallatin resulted in the seizure of marijuana, psychedelic mushrooms, ecstasy tablets, and drug paraphernalia.
- ERT trained two days in August, 18/19. ERT members trained live fire room entry at the Portland range.

**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 |
| August              |                  |              |

**Communications Section**

|                   | August | Total 2022 |
|-------------------|--------|------------|
| Calls for Service | 856    | 7,498      |
| Alarm Calls       | 36     | 294        |

**Request for Reports**

|                      | August  | FY<br>2021-22 |
|----------------------|---------|---------------|
| Requests for Reports | 13      | 211           |
| Amount taken in      | \$10.05 | \$146.55      |
| Tow Bills            | \$0.00  | \$375.00      |
| Emailed at no charge | 26      | 253           |
| Storage Fees         | \$0.00  | \$0.00        |

***Tennessee Highway Safety Office (THSO):***

- Sgt. Brisson attended the Tennessee Lifesavers Conference in Franklin TN. Aug 17-19  
We finished in 3<sup>rd</sup> Place in the Law Enforcement Challenge 11-25 officer category for best traffic safety program.

***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 one public elementary school by the end of each school year.*** Sgt. Enck will be instructing D.A.R.E. classes at White House Middle School in the Spring.

**Police Department**

**August 2022**

2. ***Plan and coordinate Public Safety Awareness Day as an annual event.*** Discover White House Expo & Safety Day will be October 1<sup>st</sup>.
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.***
  - 8/10 Sgt. Enck spoke and assisted at the Thrive women's event at city hall.
  - 8/16 Detective Sgt Hunter and Anglin hosted a sexting class at city hall.
  - 8/17 Sgt. Enck assisted at city H.B. Williams with an active shooter drill.
  - 8/20 Chief Ring and Sgt. Enck participated at Cross Plains safety day.
  - 8/31 Sgt. Enck assisted at WHMS with an active shooter drill.

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

- WHPD Dunkin Booth – Hot dogs at Farmers Market. (Aug. 3<sup>rd</sup>).

**Upcoming Events:**

- Sept. 18<sup>th</sup> –S.P.E.A.R.E. – North Ridge Church.
- Oct. 1<sup>st</sup> – Safety Day.

| 2022 Participation in Joint Community Events |               |                     |
|----------------------------------------------|---------------|---------------------|
|                                              | <u>August</u> | <u>Year to Date</u> |
| Community Activities                         | 6             | 50                  |

**Fire Department  
August 2022**



**Summary of Month's Activities**

**Fire Operations**

The Department responded to 179 requests for service during the month with 130 responses being medical emergencies. The Department also responded to 10 vehicle accidents 3 of which had injuries. Of the 179 responses in the month of August there were 29 calls that overlapped another call for service that is 16.2% of our responses. That brings the overlapping call volume for FY22-23 to 9%.

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 August from dispatch to on scene time averaged was, five minutes and thirty-four seconds (5:34). The average time a fire unit spent on the scene of an emergency call was seventeen minutes and twenty-three seconds (17:23).

**Department Event**

- August 3<sup>rd</sup> – Preplan of White House Heritage Elementary
- August 9<sup>th</sup> – Monthly Officer meeting
- August 19<sup>th</sup> – Elevator operations and Rescue training
- August 23<sup>rd</sup> – Active Shooter training with PD
- August 24<sup>th</sup> – Search and rescue training in old city hall
- August 25<sup>th</sup> – Active Shooter training with PD
- August 31<sup>st</sup> – Lockdown drill at White House Middle School

**Fire Administration**

- August 3<sup>rd</sup> – Farmers Market dunk tank
- August 4<sup>th</sup> – Americana debrief and Mural Ribbon cutting
- August 16<sup>th</sup> – Chamber of Commerce Luncheon
- August 18<sup>th</sup> – Rotary Luncheon
- August 30<sup>th</sup> – Discover White House meeting
- August 31<sup>st</sup> – I-65 widening update meeting

**Emergency Calls Breakdown**

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

**Incident Responses FY to Date**

|                                |     |
|--------------------------------|-----|
| Fires                          | 10  |
| Rescue & Emergency Services    | 229 |
| Hazardous Conditions (No Fire) | 12  |
| Service Calls                  | 19  |
| Good Intent Call               | 17  |
| False Alarms & False Call      | 35  |
| Calls for The Month            | 179 |
| Total Responses FY to Date     | 323 |

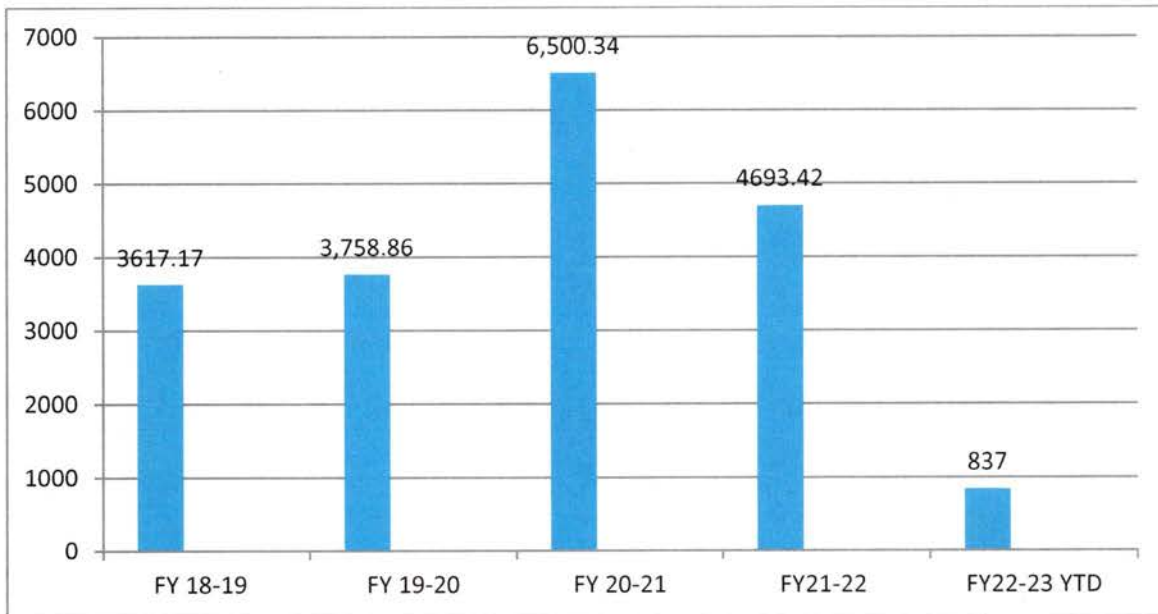
**Fire Department  
August 2022**

**Response by Station**

|                                      | Month      | FY to Date | %             |
|--------------------------------------|------------|------------|---------------|
| <b>Station #1 (City Park)</b>        | <b>116</b> | <b>199</b> | <b>61.60%</b> |
| <b>Station #2 (Business Park Dr)</b> | <b>63</b>  | <b>124</b> | <b>38.39%</b> |

**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  | FYTD |
|-----------------------------------|--------|------|
| <b>Firefighter Training Hours</b> | 429.45 | 837  |

**Training breakdown for ISO and NFPA**

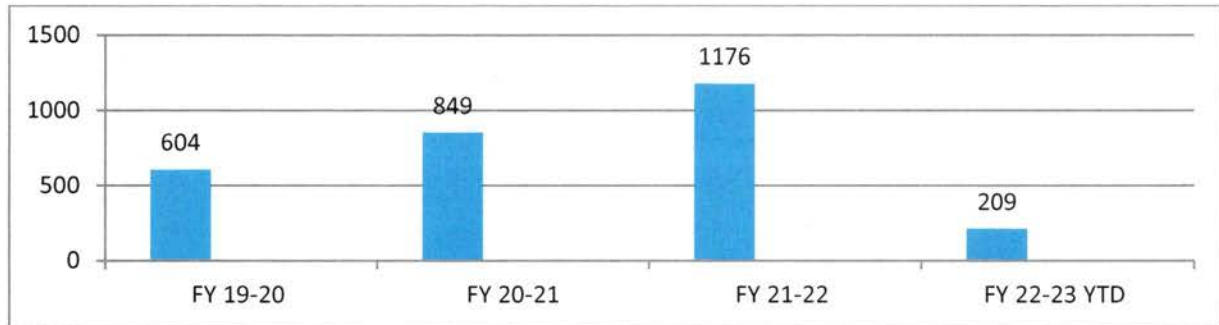
|                     | Fire Officer | Company    | Facilities | NFPA          |
|---------------------|--------------|------------|------------|---------------|
| <b>Month</b>        | <b>43</b>    | <b>104</b> | <b>134</b> | <b>56.31</b>  |
| <b>Total for FY</b> | <b>102</b>   | <b>254</b> | <b>140</b> | <b>127.04</b> |



**Fire Department  
August 2022**

**Fire Inspection**

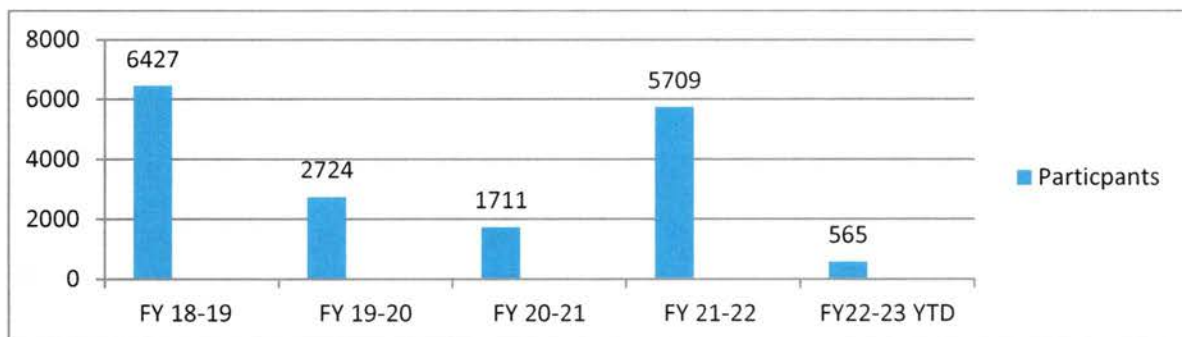
It is part of our fire prevention goals to complete a fire inspection for each business annually.



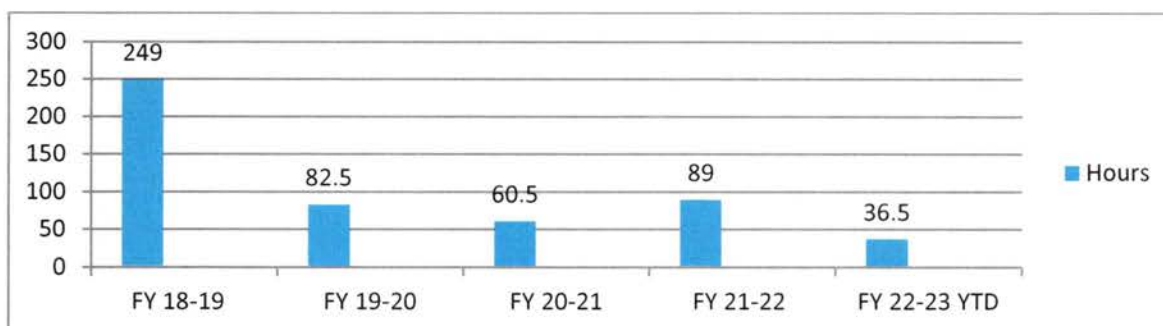
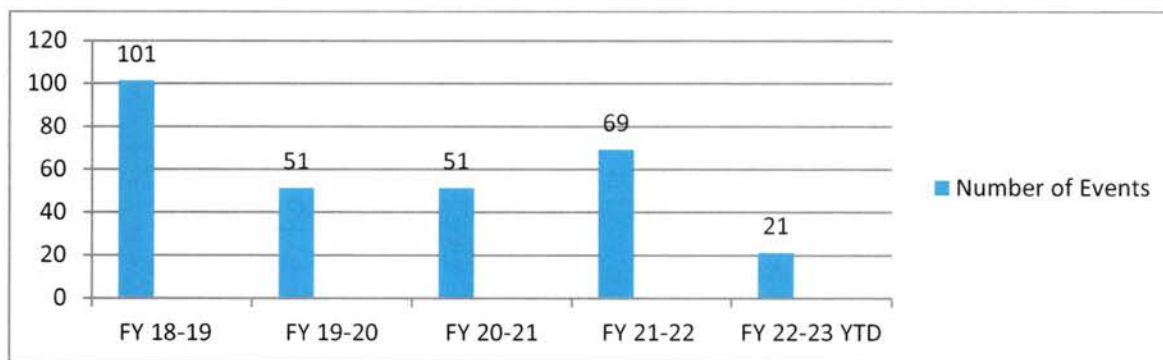
|                          | Month | FYTD |
|--------------------------|-------|------|
| August Fire Inspection   | 105   | 209  |
| Reinspection             | 13    | 22   |
| Code Violation Complaint | 0     | 0    |
| Violations Cleared       | 13    | 23   |
| Annual Inspection        | 5     | 9    |
| Commercial Burn Pile     | 0     | 0    |
| Knox Box                 | 3     | 5    |
| Fire Alarms              | 3     | 6    |
| Measure Fire Hydrant     | 0     | 0    |
| Plans Review             | 9     | 15   |
| Pre-C/O                  | 2     | 3    |
| Pre-incident Survey      | 24    | 47   |
| Sprinkler Final          | 0     | 0    |
| Final/Occupancy          | 2     | 4    |

**Public Fire Education**

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



**Fire Department  
August 2022**



|                  | Month | FYTD |
|------------------|-------|------|
| Participants     | 217   | 565  |
| Number of Events | 11    | 21   |
| Education Hrs.   | 16.5  | 36.5 |

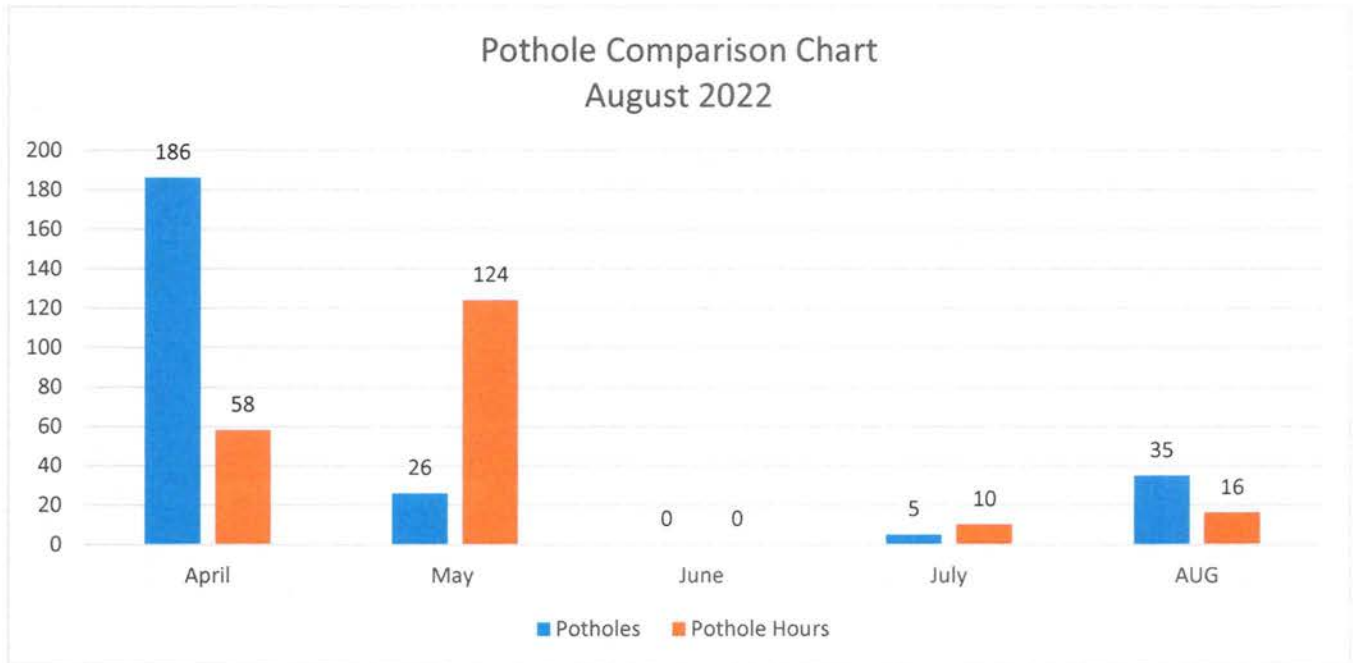
\*Public education numbers were lower than normal due to COVID-19

**Social Media Statistics for the Month**

|                    |     |
|--------------------|-----|
| Post Reach         | 321 |
| Post Engagement    | 55  |
| New Page Followers | 6   |

Public Services Department – Public Works Division  
August 2022

Pothole Comparison



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

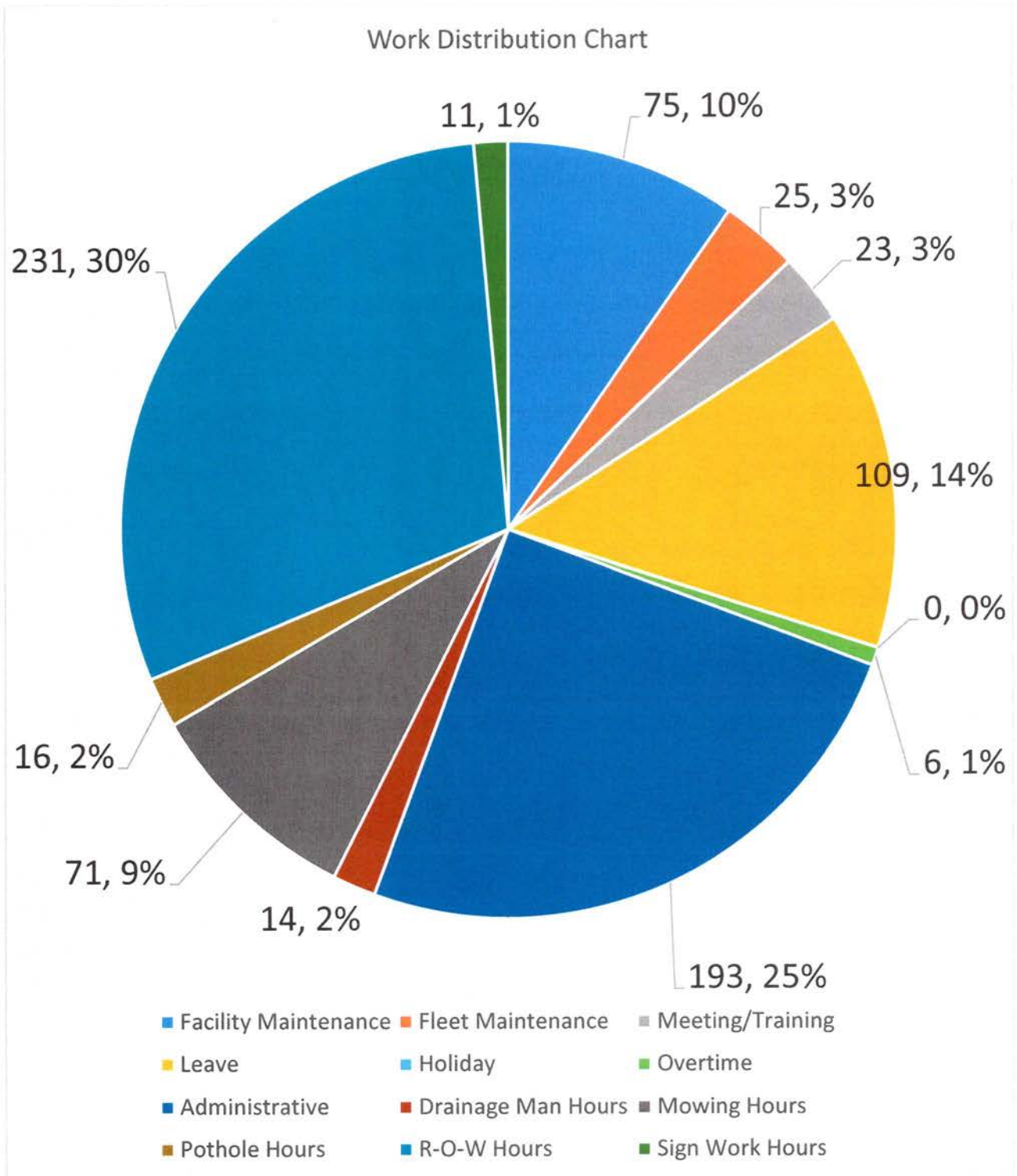
-The goal for this job task is 50 potholes per month. When this chart is completed each month consideration will be given to the size of the potholes that have been repaired that month.

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.

| STREET ADDRESS OF COMPLAINT | DATE COMPLAINT LOGGED   | DATE COMPLAINT RESOLVED  | ELAPSED TIME BEFORE REPAIR MADE                                                                      |
|-----------------------------|-------------------------|--------------------------|------------------------------------------------------------------------------------------------------|
| 116 Sundance Way            | May 6, 2022             | August 17, 2022          | Lengthy repair requiring removal of subgrade and asphalt before new base and asphalt to be installed |
| Carissa Circle              | March 21, 2022          | August 17, 2022          | Lengthy repair due CEMC Fiber contractor damaging sewer line when installing fiber optic.            |
| 157 Ben Albert Road         | August 8, 2022          | September 6, 2022        | Lengthy repair due to other project involvement                                                      |
| 101 Villages Court (3)      | August 10, 2022 9:10 AM | August 10, 2022 10:18 AM | 1 hour and 8 minutes                                                                                 |
| Pleasant Grove Road         | August 31, 2022         | August 31, 2022          | Identified by PW Manager and assigned to PW Crew that day.                                           |

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



Total Hours Worked in The Public Works Department were 766 Hours. The chart below show what percentage of time was spent on each job task.



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

**Monthly Work Log**

Mondy 8-1-2022

- Crew meeting / Installed Stop Signs City Hall / Cleaned large Excavator for Shady Lane and Wilkinson Drainage Project /

Tuesday 8-2-2022

- Removed concrete pad from City Hall / Repaired asphalt where concrete island was removed and asphalt was used to repair the area.

Wednesday 8-3-2022

- ROW mowing / Removed trees from sidewalk in Holly Tree / Asphalt repair at 124 Sundance Way / Delivered Rock for STW Project on Shady Lane

Thursday 8-4-2022

- Traffic Control for Brush Pick up operations / Installed Pedestrian Crossing Signs at City Hall / Repaired Stop Sign on Laura Drive / Cut and Sprayed Sidewalks on 31W North

Monday 8-8-2022

- Picked up Mortar from Ace / Mortared Headwalls at Shady Lane / String trimming at 65 NB and SB Ramps

Tuesday 8-9-2022

- ROW Mowing

Wednesday 8-10-2022

- Cut tree limbs from in front of signs on N Aztec / Repaired Potholes

Thursday 8-11-2022

- Gridsmart Camera Adjustment / Marlin Road Sidearm Mowing

Monday 8-15-2022

- Crew Meeting / Asphalt on Sundance Way / Cut Trees on SPC /

Tuesday 8-16-2022

- Installed Street Signs in Hampton Village / Repaired asphalt on Carissa Circle

Wednesday 8-17-2022

- Repaired Ped Button at SR-76 and Wilkinson Lane

Thursday 8-18-2022

- ROW Mowing

Monday 8-22-2022

- Crew Meeting / Gridsmart Camera Diagnosis / Removed weeds from island in front of Speedway on SR-76

Tuesday 8-23-2022

- RoW Mowing

Wednesday 8-24-2022

- Prepped Shady Lane swale for Concrete to be poured the next day / Removed ATM at City Hall

Thursday 8-25-2022

- Mowed Springbrook Pond / Gridsmart Camera Diagnosis SR-76 and Raymond Hirsch / Staff Meeting Public Services / Poured Concrete on Shady Lane.

Monday 8-29-2022

- Gridsmart Camera at SR-76 and Raymond Hirsch / Maintenance on Salt Boxes for upcoming winter weather

Tuesday 8-30-2022

- Safety Committee Meeting / Cut trees on West and Elementary because they were affecting buses / Removed more of the ATM at City Hall / Delivered Trash Carts that weren't delivered by GFL

Wednesday 8-31-2022

- Worked to repair bush hog / Repaired Potholes on Pleasant Grove Road

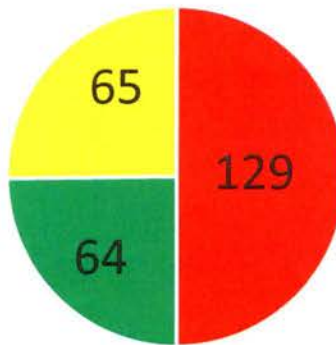
**Public Services Department – Public Works Division**  
**August 2022**

**Street Name Sign MUTCD Compliance List**

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

**NOTE: No Street Signs were replaced in the month of August**

## Street Name Sign Replacement



■ Total Signs To Be Replaced ■ Signs Replaced ■ Signs Left To Replace

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

Public Works/Streets & Roads Division

| Total Hours Worked            | FY 15/16 | FY 16/17 | FY 17/18 | FY 18/19 | FY 19/20 | 22-Jul | 22-Aug | YTD 22/23 |
|-------------------------------|----------|----------|----------|----------|----------|--------|--------|-----------|
| Street                        | 8,134    | 9,364    | 8,741    | 10,229   | 9191.25  | 649    | 766    | 1,415     |
| Facility Maintenance          | 3494     | 2187     | 1,227    | 1,137    | 887.25   | 25     | 75     | 100       |
| Fleet Maintenance             | 1034     | 514      | 282      | 380      | 422.5    | 17     | 25     | 42        |
| Meeting/Training              | 502      | 510      | 517      | 400      | 457      | 12     | 23     | 35        |
| Leave                         | 1,253    | 576      | 613      | 810      | 823      | 10     | 109    | 119       |
| Holiday                       | 795      | 470      | 385      | 555      | 545      | 30     | 0      | 30        |
| Overtime                      | 508.5    | 488      | 414      | 311      | 152.75   | 94     | 6      | 100       |
| Administrative                | 385      | 698      | 803      | 867      | 1153.25  | 168    | 193    | 361       |
| Drainage Work (feet)          | 0        | 906      | 2749     | 10       | 0        | 0      | 0      | 0         |
| Drainage Man Hours            | 0        | 1470     | 1045     | 170      | 14       | 0      | 14     | 14        |
| 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      | 51     | 71     | 121.5     |
| Curb Repair                   | 0        | 0        | 0        | 15       | 0        | 0      | 0      | 0         |
| Shoulder LF                   | 0        | 4485     | 630      | 5        | 640      | 0      | 0      | 0         |
| Shoulder Hours                | 0        | 155      | 160      | 49       | 176      | 0      | 0      | 0         |
| # of Potholes                 | 0        | 250      | 473      | 346      | 385      | 4      | 35     | 39        |
| Pothole Hours                 | 0        | 759      | 734      | 1,181    | 831.5    | 10     | 16     | 26        |
| R-O-W Hours                   | 0        | 2835     | 2416     | 4,027    | 3044.5   | 279    | 231    | 510       |
| Sign/Repaired                 | 0        | 120      | 91       | 84       | 63       | 16     | 16     | 32        |
| Sign Work Hours               | 0        | 289      | 179      | 234      | 109      | 16     | 11     | 27        |
| Salt Hours                    | 0        | 10       | 143      | 24       | 76.5     | 0      | 0      | 0         |
| Salt Tons                     | 0        | 12       | 20       | 23       | 18       | 0      | 0      | 0         |
| Decorative Street Light Hours | 0        | 57       | 46       | 125      | 133.5    | 7      | 0      | 7         |
| Traffic Light Hours           | 0        | 0        | 65       | 20       | 158      | 0      | 0      | 0         |

Sanitation Division

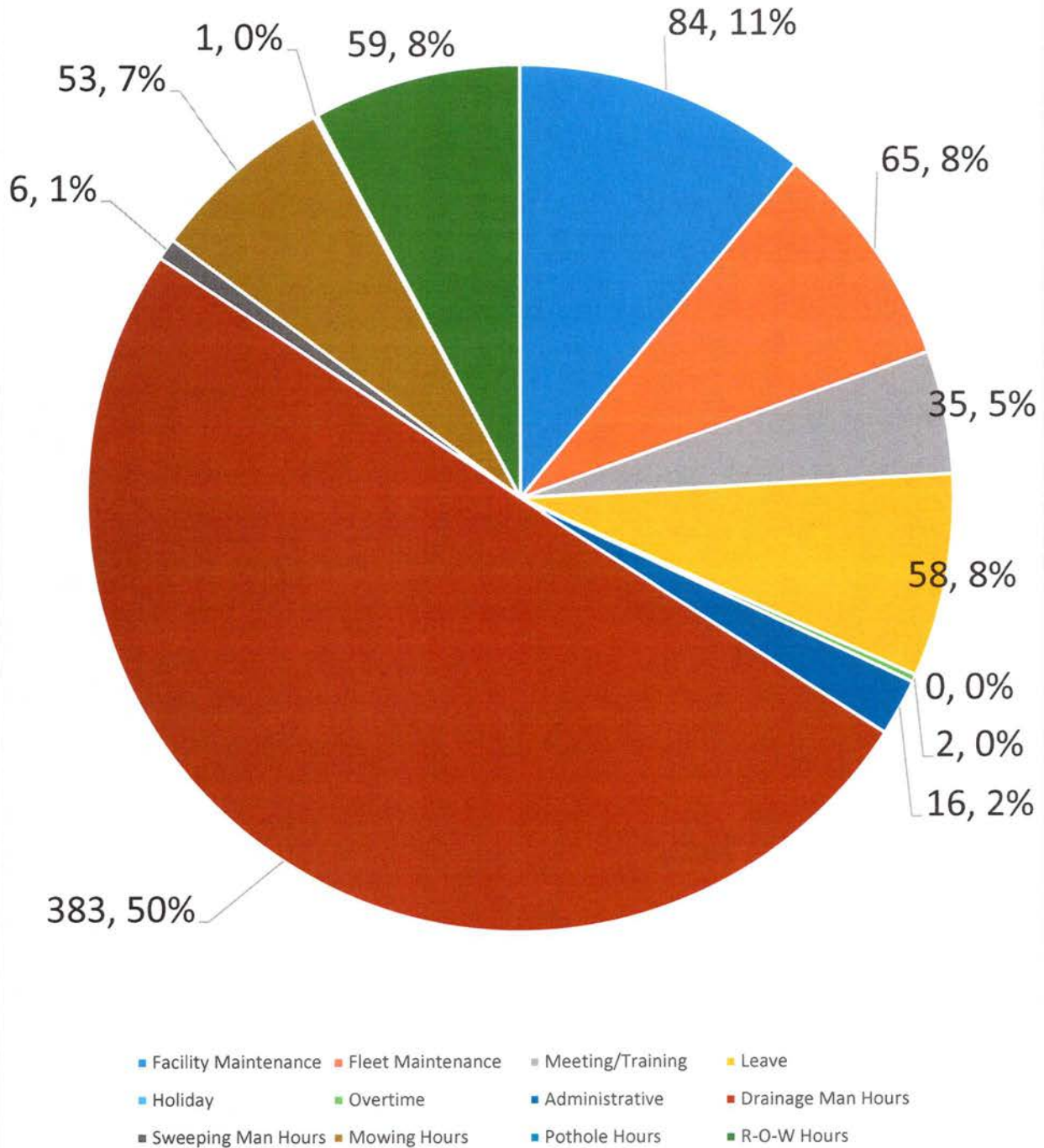
| Sanitation Division          | FY 15/16 | FY 16/17 | FY 17/18 | FY 18/19 | FY 19/20 | 22-Jul | 22-Aug | YTD 22/23 |
|------------------------------|----------|----------|----------|----------|----------|--------|--------|-----------|
| Total Hours Worked           | 2,685    | 3,634    | 4,406    | 4,024    | 4200.5   | 320    | 380    | 700       |
| Facility Maintenance         | 3494     | 723      | 446      | 574      | 394.5    | 7      | 47     | 54        |
| Fleet Maintenance            | 1034     | 488      | 445      | 331      | 294.5    | 17     | 13     | 30        |
| Meeting/Training             | 502      | 265      | 130      | 135      | 127.5    | 7      | 30     | 37        |
| Leave                        | 1,253    | 428      | 700      | 476      | 336      | 85     | 45     | 130       |
| Holiday                      | 795      | 270      | 230      | 230      | 230      | 20     | 0      | 20        |
| Overtime                     | 508.5    | 119      | 4        | 12       | 39.5     | 0      | 0      | 0         |
| Administrative               | 385      | 167      | 1        | 0        | 72.5     | 0      | 7      | 7         |
| Sweeping Man Hours           | 0        | 1        | 0        | 0        | 0        | 0      | 0      | 0         |
| Pothole Identification Hours | NEW      |          |          |          |          | 0      | 1      | 1         |
| R-O-W Hours                  | 0        | 166      | 30       | 97       | 170      | 7      | 17     | 24        |
| 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-Jul | 22-Aug | YTD 22/23 |
|------------------------|----------|----------|----------|----------|----------|--------|--------|-----------|
| Brush Collection Stops | 5,944    | 6,080    | 5,605    | 5,620    | 5161     | 604    | 554    | 1,158     |
| Brush Truck Loads      | 459      | 551      | 522      | 578      | 584      | 58     | 50     | 108       |
| Leaves Pickup Bags     | 3741     | 3,542    | 3,422    | 3,535    | 2934     | 169    | 260    | 429       |
| Brush/Leaves Hours     | 1366     | 1,492    | 1,239    | 1,300    | 1225.5   | 122    | 110    | 232       |
| Litter Pickup Bags     | 334      | 507      | 546      | 511      | 456      | 23     | 41     | 64        |
| Litter Pickup Hours    | 1147     | 1132     | 985      | 957      | 892      | 55     | 98     | 153       |

Public Services Department – Stormwater Division  
August 2022

Total Hours Worked in The Stormwater Division were 766 Hours. The chart below show what percentage of time was spent on each job task.

Work Distribution Chart  
August 2022 Stormwater Division





**Public Services Department – Stormwater Division  
August 2022**

**Monthly Work Log**

Monday 08/01/2022

- Fleet Maintenance/Meeting-Training/Drainage/Administration

Tuesday 08/02/2022

- Drainage Shady Lane

Wednesday 08/03/2022

- Drainage Shady Lane

Thursday 08/04/2022

- WO 080422004 Street Sweeping Operation: Sweeping Completed in area 2, Fleet Maintech, Mowing, R-O-W

Monday 08/08/2022

- Meeting Drainage Shady Lane

Tuesday 08/09/2022

- Fleet Maintenance, Administrative, Drainage and Mowing

Wednesday 08/10/2022

- Facility Maintenance, Administrative, Drainage, Potholes, R-O-W Signs Repaired

Thursday 08/11/2022

- Facility Maintenance, Fleet Maintech, Drainage, Mowing, R-O-W

Monday 08/15/2022

- Meeting, Drainage (Wilkerson Lane)

Tuesday 08/16/2022

- Facility Maintenance, Fleet Maintech, Drainage (Shady Lane) R-O-W

Wednesday 08/17/2022

- WO 072522003 07/25/2022\_103 Cooperfield: After Springbrook project 103 having drainage problems two loan of dirt grass seed plant food and roll of straw matting.



Thursday 08/18/2022

- Facility Maintenance, Drainage (Shady Lane), Mowing.

Monday 08/22/2022

- Fleet Maintenance, Meeting, R-O-W.

Public Services Department – Stormwater Division  
August 2022

Tuesday 08/23/2022

- WO 082322006 123 Calista Rd: Stormwater Control Measure Mow, Clean and Pump down Calista Pond.



Wednesday 08/24/2022

- Fleet Maintenance, Drainage (Marlin) R-O-W (gas line hit)

Thursday 08/25/2022

- WO 071222002 COMPLETED 499 Marlin Rd.: Online submission: Would it be possible to evaluate a drainage area from the 499 Marlin Rd driveway to Tyree Springs Rd (+200 ft)? During prolonged/heavy rain, water ponds on either side of my driveway and eventually seeps into the ground under my drive entrance. A raised section in the middle keeps the water from draining down to the Tyree Springs culvert.



Monday 08/25/2022



Public Services Department – Stormwater Division  
August 2022

- WO 082522012 100 Sycamore: Received a Accela Request #12542733 Trash in Drainage system. System cleaned and trash removed



**Tuesday 08/29/2022**

- WO 082922005 125 Brooklawn Drive: Received a service call from homeowners stating the back of the property was flooding. About 9 months ago we completed work at this address, we installed a berm on the property to keep the water from Churchlawn from coming over. The berm is holding up the section in question is an area that the homeowners installed a French drain. No Action required.



**Wednesday 08/29/2022**

- WO 082022007 140 Maiden Lane: During the rain storm we were cleaning out drainage system on maiden lane and notice the retention pond wasn't working notified Stormwater Inspector.



Public Services Department – Stormwater Division  
August 2022

Thursday 08/29/2022

- WO 082922008 Received a service call from 205 Pantana Drive. Debris, grass and tree growing from drainage system. System cleaned and repaired.



Thursday 08/29/2022

WO 082922004 08/29/2022 802 Calista Road: Received a call about her home flooding due to the run off from Calista Road. Will need t/o do 100 feet of drainage work and ashplant work to correct the problem. Ashpit work completed 08/31/2022 Drainage work schedule for 09/07/2022





Public Services Department – Stormwater Division  
August 2022

**Monday 08/31/2022**

WO 071222001 07/11/2022 – COMPLETED 8-31-2022 110 Highland Dr: Received a service call from Robert Redmond with a description of the drainage ditch is blocked with limbs and what looks like a roll of Fencing. Myself and Chris Keith inspection of the site this will be almost a week worth of work to clean out.



**Public Services Department – Stormwater Division  
August 2022**

**Inspectors Notes:**

Aug. 1 – Fence Permits at 376 & 348 Telavera Dr. and 117 Willowleaf Ln. Finals at Legacy (45) Fields (28,68,217,218) Concord (8,9,99,145) Reserve (72) Form Inspections at Fields (71,214,215,216) Scooters Coffee. LD at Concord (101) Fields (208,80) Open trench at The Parks Phase 4, Caliber Collison, Copes Crossing.

Aug. 2 – Updated Monthly Report. Meet the homeowner at 1007 Wilkinson to review issues at the rear of the property. Form inspections at Summerlin (153,151,298) Finals at The Reserve (72)

Aug. 3 – Preconstruction meeting for Fields at Oakwood Phase 5. Preconstruction Meeting with Sage Rd Development. Twin States Open ditch inspection.

Aug. 4 – Site Inspections at Marlin Pointe, Dorris Farms, Legacy Farms, and Fields at Oakwood. Fence Permit at 427 Meandering Way. Open Ditch at Sage Rd. Development and The Parks Phase 4.

Aug. 8 – Morning Team Scheduling Meeting. Picked up Mortar from Ace. Open trench at The Parks Phase 4 and Caliber Collison. Inspection report for Safe Harbor.

Aug. 9 – Form inspections at The Parks (449-452) Open Trench at The Parks Phase 4 and Copes Crossing.

Aug. 10 – Preconstruction Meeting with Safe Harbor for Dorris Farms. Open Trench at Copes Crossing. EP&SC inspection for Copes Crossing.

Aug. 11 – Vehicle inspections. Moved equipment to Coleman tractor for A/C service. Drove Bucket Truck to the southbound intersection of I65 for camera repair. Employee Luncheon. Moved files to tablet. Form inspections at Concord (1,4,2,106) Uploaded Legacy LD Permits and inspections at (6-10, 70-72,110,111)

Aug. 15 -16 – Sick time.

Aug. 17 – Picked up the machine from Coleman tractor and delivered to Shady Ln. form inspections at The Parks (414-420) The Reserve (62) Open Trench at Copes Crossing and The Parks Phase 4. LDP at Summerlin (140,150,179) The Parks (332-338,306-299)

Aug. 18 – Proof Roll at Willow Grove. Moved Machine from Shady to Shop. LDP at Fields At Oakwood Lots (75,78) Open Trench at Copes Crossing, The Parks Phase 4, Sage Road Development. Form inspections at The Parks (417-420) Fields (72,212,134) Checked swale at the Pumping station at Concord Springs from work completed by Land Solutions for release.

Aug. 22 – Moring Meeting. Uploaded LDP for The Parks. Pre-Construction meeting for Cambria Phase 3B. Open trench for Copes Crossing, The Parks, Dorris Farms. Met Builders onsite for Willow Grove for EP&SC controls installation and permit processing. Met Builder Mr. Creek for a new single lot in Bridlewood on Grayson LN. Form inspections at Legacy (29,49) The Parks (433,359,360) Fields (136-134, 73,74) Reserve (69,36,68) Finals at Summerlin (298) LD Summerlin (180) Cambria Phase 3B, DMK Assisted Living.

Aug 23 – Upload LDP for Cambria Phase 3B. Open Trench at The Parks. Form Inspections at The Parks (359,360) The Reserve (68) EP&SC site Inspection for Honey Run Springs. Fence Permit 229 Talevera Dr.

Aug. 24 – Proof Roll @ Dorris Farms. Open trench at The Parks Phase 4. Form inspection at The Parks (359)

Aug. 25 – Staff Meeting. Open Trench @ Summerlin. Proof Roll @ Willow Grove. Fence permits for 344 & 348 Telavera Dr., 400 Wilkinson Ln., 135 Cranbourne Dr. Form inspections at Summerlin (176,173,300).

Aug. 29 – Morning team meeting. Summerlin open trench. Homeowner concern at Greystone for Summerlin. Proof Roll at Willow Grove. Copes Crossing open trench. Post rain event inspections at Dorris Farms, Willow Grove, Copes Crossing, and Springbrook.

Aug. 30 – Submitted NOVs to Dorris Farms, Springbrook, and Jackson Farms. Form Inspections at Honey Run Springs.



Public Services Department – Stormwater Division  
August 2022

Aug. 31 – Proof Roll at Willow Grove. Form Inspections at Honey run Springs. Re-Inspection of EP&SC at Springbrook for NOV/Stop Work Order.

**Work Orders:**

**080122002 – Open Trench: The Parks Phase 4 Section 1 Roads Q, R, A, L.**



**080222003 – Open Trench: Caliber Collision: Proprietary Device.**



**080222004 – Open Trench: Copes Crossing: Pond 3 to Pond 2 Outfall E1 to Headwall E0.**



**080422005 – Open Trench Inspection: Sage Road Development: Stormwater Infrastructure.**



**080422006 - Construction EP&SC Inspection: Dorris Farms:** Inspection of the site for failures and adequate controls installed per plans.



**080422007 - Construction EP&SC Inspection: Legacy Farms:** Inspection of the site for failures and adequate controls installed per plans.



Public Services Department – Stormwater Division  
August 2022



**080422008 – Construction EP&SC Inspection: Marlin Pointe:** Inspection of the site for failures and adequate controls installed per plans.



**080922002 – Construction EP&SC Inspection: Copes Crossing:** Inspection of the site for failures and adequate controls installed per plans.



**081022007 – Construction EP&SC Inspection: Town Center:** Inspection of perimeter controls. Contacted Eden with issues found. Sent Report to Edwards and Eden. Spoke with David Murphy about repairs needed.



**081722004 – Open trench: Copes Crossing:** Inspections of System in Phase 2.



**081722005 – Proof Roll: Copes Crossing Sub-grade:** Inspection of compaction with a scaled load.



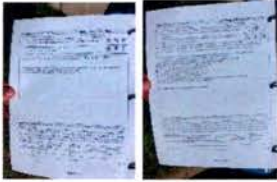
**081722009 – Construction Site EPSC Inspection: Springbrook Phase 3&4:** Inspection of perimeter controls along buffer.



Public Services Department – Stormwater Division  
August 2022



**081722010 – Construction Site EPSC inspection: Summerlin:** Reviewing twice weekly inspection for repairs.



**081722011 – Construction Site EP&SC Inspection: Marlin Pointe:** Follow up EP&SC inspection from 080422008.



**081822004 – Proof Roll: Willow Grove Phase 1: 1<sup>st</sup> Lift of Base Stone:** Inspection of compaction with a scaled load.



**081822005 – Open Trench: Sage Road Development:** Infrastructure Inspection of 30" & 24" HDPE at F.1 to F.2, F.2 to F.3 (F.3 not installed)



**082222008 – Open Trench: Dorris Farms Phase 2: Basin 3 HW6-D29, D29-D43, D43- HW7.**





Public Services Department – Stormwater Division  
August 2022

**082322007 – Construction Site/ EPSC Inspection: Summerlin Phase 9-7:** Inspection of perimeter controls, basin sediment accumulation, and rill formation.



**082322008 – Site Inspection/EP&SC Inspection: Honey Run Springs:** Inspection of property for Residential Development from a water quality perspective.



**082322009 – Open Trench: Municipal Park Tennis Courts:** Inspection of 12' RCP:



**082422002 – Proof Roll: Dorris Farms 1<sup>st</sup> Lift of Base Stone after curbing:** Inspection of compaction with scaled load.



**082422005 – Open Trench: Summerlin Phase: Rear of Lots 198-183.** 12" HDPE installed per plans sheet C4.0 dated 6/21/22. Area Drains with cast iron dome grates.





Public Services Department – Stormwater Division  
August 2022

**082522006 – Proof Roll: Willow Grove 2<sup>nd</sup> Lift of Base Stone and Subgrade of Phase 2: Inspection of compaction with a scaled load.**



**082922010 - Construction Site Inspection/ EPSC Post Rain event: Springbrook Phase 3&4:**

After a recorded 2.18" rain event at the wastewater treatment facility, an inspection of the site found multiple failures in perimeter controls protecting Stream Honey Run. Observed heavy discoloration of sediment being deposited into the waterway from a downstream location at Tyree Springs and Raymond Hirsch. After tracing the stream, further south inspecting 3 other sites, the point of discharge was located at Springbrook Phases 3 and 4. Completed NOV/Stop Work order and contacted site contact to notify of the issues on Aug. 30. Re-inspection required for Stop Work Order to be lifted.



**082922007 – Stormwater Control Measures: Comfort Suites:** The crew found that the retention/bio pond was at capacity and created work for investigation. Found that the basin had received its maximum capacity from what had been installed. Followed up with an owner on the Long-Term Maintenance Agreement in hopes to verify Construction plans to confirm the design is what was proposed and approved. Maintenance issues were observed and noted within the work order.



**Public Services Department – Stormwater Division  
August 2022**

**Inspections:**

**Open Trench: 9**

**Proof Roll: 4**

**EPSC: 11**

**LD: 43**

**Public Works: 26**

**Final Road: 28**

**Final Storm: 20**

**Post-Construction: 1**

**Inspector Hours:**

**Worked: 170**

**Holiday: 0**

**Vacation/Sick (PTO): 20**

**Overtime: 0**



Public Services Department – Stormwater Division  
August 2022

Public Works Stormwater Division

| Total Hours Worked            | FY 15/16 | FY 16/17 | FY 17/18 | FY 18/19 | FY 19/20 | 22-Jul | 22-Aug | YTD 22/23 |
|-------------------------------|----------|----------|----------|----------|----------|--------|--------|-----------|
| Stormwater                    | 8,134    | 9,364    | 8,741    | 10,229   | 9191.25  | 555    | 760    | 1,315     |
| Facility Maintenance          | 3494     | 2187     | 1,227    | 1,137    | 887.25   | 43     | 84     | 127       |
| Fleet Maintenance             | 1034     | 514      | 282      | 380      | 422.5    | 16     | 65     | 81        |
| Meeting/Training              | 502      | 510      | 517      | 400      | 457      | 16     | 35     | 51        |
| Leave                         | 1,253    | 576      | 613      | 810      | 823      | 57     | 58     | 114.25    |
| Holiday                       | 795      | 470      | 385      | 555      | 545      | 30     | 0      | 30        |
| Overtime                      | 508.5    | 488      | 414      | 311      | 152.75   | 75     | 2      | 77        |
| Administrative                | 385      | 698      | 803      | 867      | 1153.25  | 7      | 16     | 23        |
| Drainage Work (feet)          | 0        | 906      | 2749     | 10       | 0        | 0      | 1,179  | 1,179     |
| Drainage Man Hours            | 0        | 1470     | 1045     | 170      | 14       | 310    | 383    | 692.5     |
| Debris Removed Load           | 0        | 100      | 35       | 44       | 0        | 0      | 16     | 16        |
| Sweeping Man Hours            | 0        | 18       | 13       | 0        | 0        | 12     | 6      | 18        |
| Mowing Hours                  | 0        | 22       | 175      | 219      | 221      | 16     | 53     | 69        |
| Curb Repair                   | 0        | 0        | 0        | 15       | 0        | 0      | 0      | 0         |
| Shoulder LF                   | 0        | 4485     | 630      | 5        | 640      | 0      | 0      | 0         |
| Shoulder Hours                | 0        | 155      | 160      | 49       | 176      | 0      | 0      | 0         |
| # of Potholes                 | 0        | 250      | 473      | 346      | 385      | 4      | 1      | 5         |
| Pothole Hours                 | 0        | 759      | 734      | 1,181    | 831.5    | 5      | 1      | 6         |
| R-O-W Hours                   | 0        | 2835     | 2416     | 4,027    | 3044.5   | 44     | 59     | 103       |
| Sign/Repaired                 | 0        | 120      | 91       | 84       | 63       | 0      | 2      | 2         |
| Sign Work Hours               | 0        | 289      | 179      | 234      | 109      | 0      | 0      | 0         |
| Salt Hours                    | 0        | 10       | 143      | 24       | 76.5     | 0      | 0      | 0         |
| Salt Tons                     | 0        | 12       | 20       | 23       | 18       | 0      | 0      | 0         |
| Decorative Street Light Hours | 0        | 57       | 46       | 125      | 133.5    | 0      | 0      | 0         |
| Traffic Light Hours           | 0        | 0        | 65       | 20       | 158      | 0      | 0      | 0         |

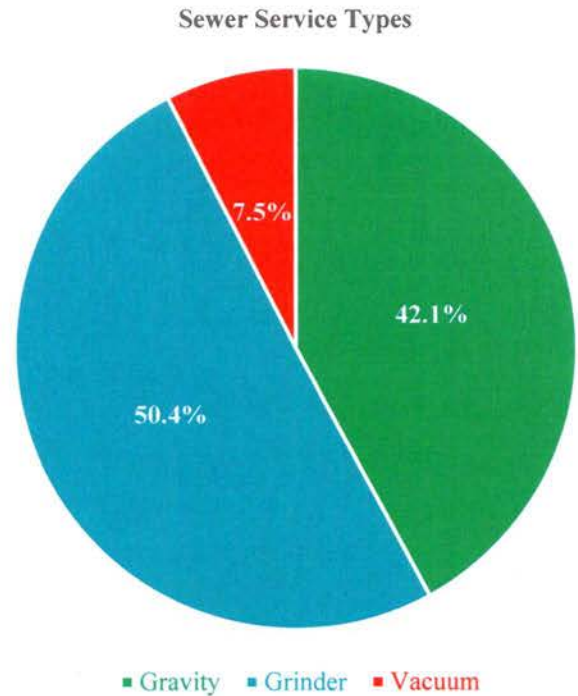
**Public Services Department - Wastewater Division**  
**Aug 2022**

**Collections System Activities:**

The City of White House operates a dynamic and unique sanitary sewer system consisting of gravity services, low-pressure grinder services, vacuum services, and various types of lift-stations. As of **August 31<sup>st</sup>, 2022**, City personnel count a total of **5,920** sewer system connections, with **42 new** applications for service in **August, 2022**. Totalized counts of each type of connection are provided below:

|                                               |              |
|-----------------------------------------------|--------------|
| <b>Gravity Sewer Connections</b>              | <b>2,492</b> |
| <b>Low-Pressure Grinder Sewer Connections</b> | <b>2,984</b> |
| <b>Vacuum Sewer Connections</b>               | <b>444</b>   |

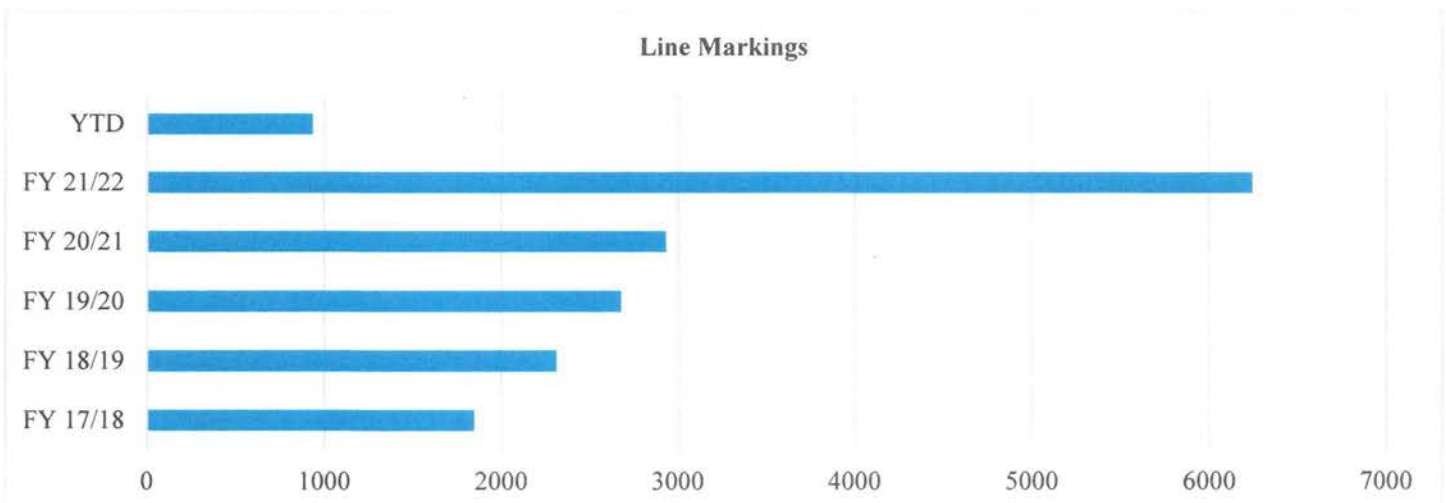
The City counts **187** commercial grinder stations, **2,797** residential grinder stations, and **28** major lift stations integrated into our system.



**811 Utility Locate Service:**

**Tennessee 811 is the underground utility notification center for Tennessee and is not a goal-driven task:** This is a service to provide utility locations to residents or commercial contractors. The 811 call system is designed to mitigate the damage to underground utilities, which each year public and private utilities spend millions of dollars in repair costs. TN 811 receives information from callers who are digging, processes it using a sophisticated software mapping system, and notifies underground utility operators that may have utilities in the area. The owners of the utilities then send personnel to locate and mark their utilities. **Wastewater personnel received 213% more line-marking in the 2021/2022 fiscal year than in the 2020/2021 fiscal year, largely due to new construction and utility boring activities.**

| <b>Line Markings</b> | <b><u>FY 17/18</u></b> | <b><u>FY 18/19</u></b> | <b><u>FY 19/20</u></b> | <b><u>FY 20/21</u></b> | <b><u>FY 21/22</u></b> |  | <b><u>August 2022</u></b> | <b><u>YTD</u></b> |
|----------------------|------------------------|------------------------|------------------------|------------------------|------------------------|--|---------------------------|-------------------|
| Tennessee 811        | 1849                   | 2315                   | 2680                   | 2933                   | 6245                   |  | 503                       | 936               |



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

| <u>Lift Station Location</u>           | <u>FY 17/18</u> | <u>FY 18/19</u> | <u>FY 19/20</u> | <u>FY 20/21</u> | <u>FY 21/22</u> | <u>Aug 2022</u> | <u>YTD</u> |
|----------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------|
| Union Road                             | 17              | 6               | 6               | 9               | 0               | 0               | 0          |
| Summerlin                              | 0               | 2               | 5               | 22              | 0               | 0               | 0          |
| Settlers' Ridge                        | 1               | 1               | 1               | 1               | 1               | 0               | 0          |
| Cope's Crossing                        | 15              | 7               | 8               | 6               | 9               | 1               | 1          |
| Cambria                                | 0               | 1               | 4               | 3               | 4               | 0               | 0          |
| Belmont Lodge<br>Apartments            | n/a             | n/a             | n/a             | n/a             | 0               | 0               | 0          |
| Kensington Green                       | n/a             | n/a             | 1               | 0               | 0               | 0               | 0          |
| Meadowlark Townhomes                   | n/a             | n/a             | n/a             | n/a             | 0               | 0               | 0          |
| Meadowlark                             | 6               | 4               | 2               | 1               | 1               | 0               | 1          |
| Sage<br>(aka Hester)                   | 2               | 0               | 1               | 0               | 0               | 1               | 1          |
| Loves Truck Stop                       | n/a             | n/a             | 0               | 0               | 3               | 0               | 0          |
| Highway 76<br>(aka Springfield)        | 0               | 1               | 1               | 0               | 0               | 0               | 0          |
| Portland                               | 4               | 1               | 0               | 1               | 0               | 0               | 0          |
| North Palmers Chapel<br>Vacuum Station | 23              | 8               | 3               | 1               | 7               | 1               | 1          |
| Villas at Honey Run                    | n/a             | n/a             | n/a             | n/a             | 1               | 1               | 1          |
| 31W Apartments                         | n/a             | n/a             | n/a             | n/a             | 0               | 0               | 0          |
| Calista Apartments                     | n/a             | n/a             | n/a             | n/a             | 0               | 0               | 0          |
| Calista<br>Vacuum Station              | 13              | 4               | 2               | 1               | 9               | 0               | 1          |
| Concord Springs                        | n/a             | n/a             | 0               | 0               | 2               | 0               | 0          |
| Fields at Oakwood                      | n/a             | n/a             | n/a             | 2               | 2               | 0               | 0          |
| Los Jalapenos                          | n/a             | n/a             | n/a             | n/a             | 0               | 0               | 0          |
| Mt. Vernon Apartments                  | n/a             | n/a             | n/a             | n/a             | 0               | 0               | 0          |
| Grove at Kendall                       | n/a             | n/a             | n/a             | n/a             | 0               | 0               | 0          |
| Wilkinson Lane                         | 4               | 1               | 3               | 1               | 3               | 0               | 0          |
| Heritage High School                   | 0               | 2               | 1               | 0               | 0               | 0               | 0          |
| Legacy Farms                           | n/a             | n/a             | n/a             | n/a             | 0               | 0               | 0          |
| The Parks #1                           | n/a             | n/a             | 0               | 0               | 0               | 0               | 0          |
| Treatment Plant                        | 6               | 4               | 6               | 3               | 0               | 0               | 0          |



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

**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.

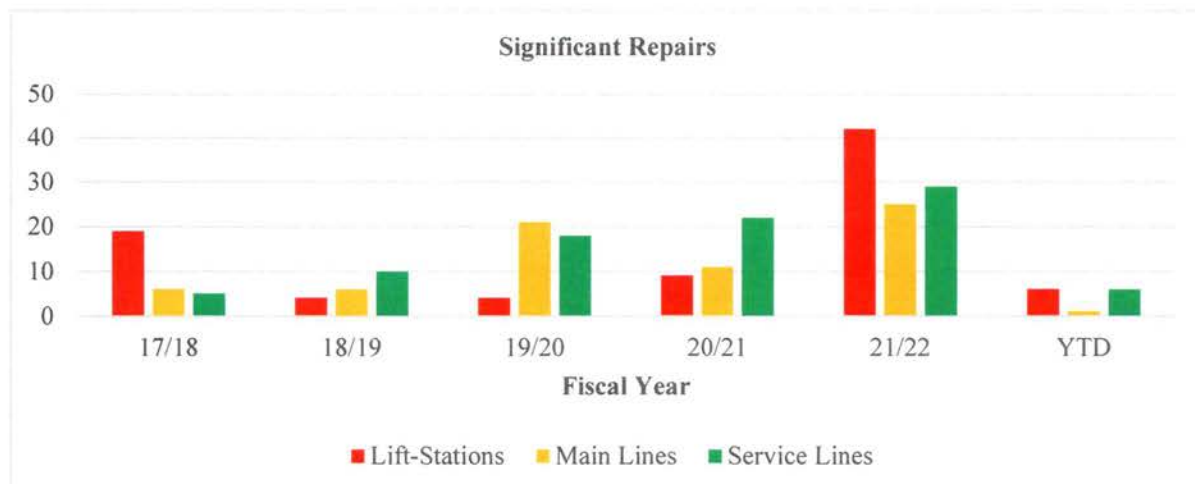
**Major Alarms:**

- Copes Crossing: On 08-14-2022, the station had a moisture switch alarm on pump-1. The pump was pulled and tested, and it was determined that the motor was wet. The pump has been sent to Wascon for repairs, and to further diagnose the cause of the issue.
- North Palmers: On 08-16-2022, North Palmers station went into a high-water alarm state. Upon investigation, it was discovered that the equalization line on pump-2 was clogged and an isolation valve had failed. The vacuum tank was pumped down, the valve and line repaired, and the station was returned to normal operation.
- Sage Road: On 08-24-2022, maintenance crews discovered a broken adapter on an Air Release Valve (ARV) on pump-2 in the Sage Road (Hester Drive) lift-station. The adapter was replaced, and the station was returned to normal operation.
- Villas at Honey Run: On 08-29-2022, the Variable Frequency Drive (VFD) on pump-1 tripped. Upon investigation, it was found that pump-1 had jammed. The VFD was reset, and the pump was reversed and cleared, and the station 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.

| <b><u>Repairs</u></b> | <b><u>FY 17/18</u></b> | <b><u>FY 18/19</u></b> | <b><u>FY 19/20</u></b> | <b><u>FY 20/21</u></b> | <b><u>FY 21/22</u></b> | <b><u>Aug 2022</u></b> | <b><u>YTD</u></b> |
|-----------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|-------------------|
| Major Lift Stations   | 19                     | 4                      | 4                      | 9                      | 42                     | 4                      | 6                 |
| Main Line             | 6                      | 6                      | 21                     | 11                     | 25                     | 1                      | 1                 |
| Service Line          | 5                      | 10                     | 18                     | 22                     | 29                     | 3                      | 6                 |



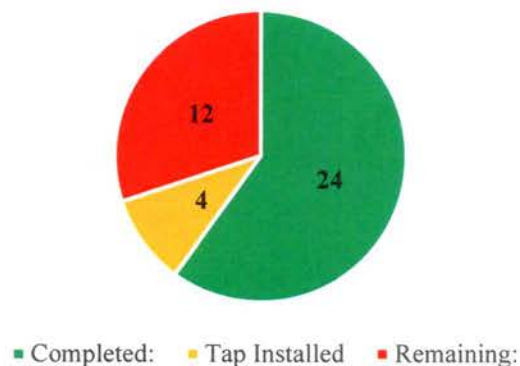


Public Services Department - Wastewater Division  
Aug 2022

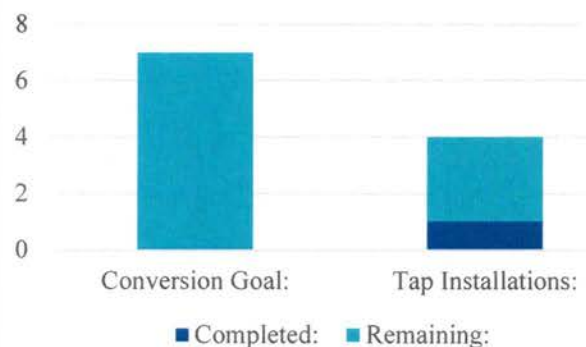
Ongoing Projects:

1. **Settlers' 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. **New Southern Force-Main:** The sewer model and master plan updates completed by Jacobs Engineering revealed significant flow restrictions in our existing 12-inch Southern Force-Main, which currently takes approximately 60% of the City's sewer flows. Replacement of the existing main will require running a new upsized line approximately four (4) miles from the Wastewater Treatment Plant at the end of Industrial Drive to the new Dorris Farm development on Tyree Springs Road. The first phase of the project has been bid out to Twin States, and consists of installing approximately 4,500 ft of 20" DR11 HDPE pipe, including a 490 ft bore under I-65, and running pipe from Hester Dr to the intersection of DeeCee CT and SCT Dr. **The majority of the Phase-1 pipe has been installed, and Twin States is currently preparing for the tie-ins at both ends. The bids for Phase-2 have been received, and Twin States will be awarded the contract for this phase as well.**
3. **Calista Vacuum Station:** One of the new Mink vacuum pumps installed in 2019 has failed prematurely, and metal shavings have been discovered in the oil pan of the pump. We are sending it back to the manufacturer to discover the cause of the failure, and for a quote on repairs. The replacement cost for a new pump is approximately \$30,000. **One of the older model Busch pumps previously removed from the station has been retrofitted as a replacement until the Mink pump can either be repaired or replaced.**
4. **Copes Crossing:** One of the submersible pump seals has failed, and the motor has gotten wet. This is the second time this pump has experienced this failure, and it has been sent back to the vendor for diagnostics and repairs to determine and correct the cause of the seal failure.
5. **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. Seven (7) conversion projects are planned for the 2022/2023 fiscal year. **A total of 24 projects have now been completed on the list of 40.**

Total Planned Septic-to-Sewer Conversions:



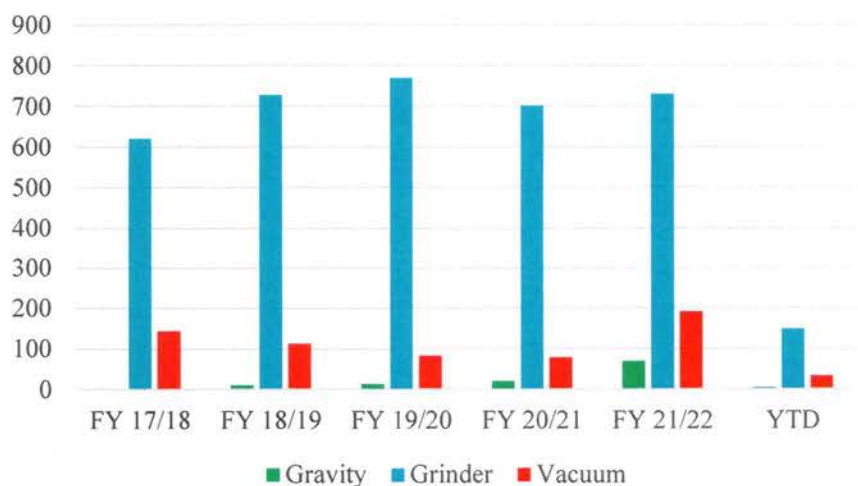
Septic-to-Sewer Conversion Goals (FY-2022/2023)



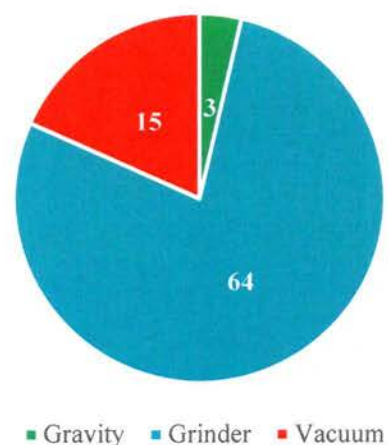
**Public Services Department - Wastewater Division**  
**Aug 2022**

| <u>Work Orders</u>               | <u>FY 17/18</u> | <u>FY 18/19</u> | <u>FY 19/20</u> | <u>FY 20/21</u> | <u>FY 21/22</u> |  | <u>Aug<br/>2022</u> | <u>YTD</u> |
|----------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|--|---------------------|------------|
| Vacuum System Service Request    | 143             | 112             | 82              | 78              | 191             |  | 15                  | 32         |
| Gravity Service Request          | 0               | 10              | 13              | 20              | 69              |  | 3                   | 4          |
| Low Pressure Service Request     | 621             | 728             | 770             | 702             | 730             |  | 64                  | 149        |
| Total Pumps Replaced             | 401             | 361             | 449             | 492             | 472             |  | 49                  | 106        |
| Total Pumps Rebuilt              | n/a             | n/a             | n/a             | 135             | 114             |  | 0                   | 6          |
| Total Warranty Pumps Returned    | n/a             | n/a             | n/a             | n/a             | 129             |  | 10                  | 10         |
| Grinder Tank PM Program          | 63              | 358             | 267             | 219             | 117             |  | 14                  | 27         |
| Open Trench Inspections          | 54              | 103             | 226             | 409             | 702             |  | 53                  | 113        |
| Final Inspection for New Service | 56              | 62              | 110             | 248             | 405             |  | 23                  | 55         |
| Sanitary Sewer Overflow (SSO)    | 1               | 3               | 49              | 19              | 28              |  | 1                   | 1          |
| Odor Complaints                  | 28              | 43              | 43              | 35              | 22              |  | 2                   | 3          |

Sewer Service Calls by Connection Type



Sewer Service Calls by Connection Type (August 2022)



Public Services Department - Wastewater Division  
Aug 2022

**New Constructions and Inspections:**

Wastewater inspectors perform open-trench inspections for all sewer infrastructure installed within our Collections System, as well as final inspections on all new construction buildings. New constructions throughout the City, both commercial and residential, have drastically increased the frequency of both inspection activities. We have seen an approximate doubling in the number of inspections every year for the last 5 years.

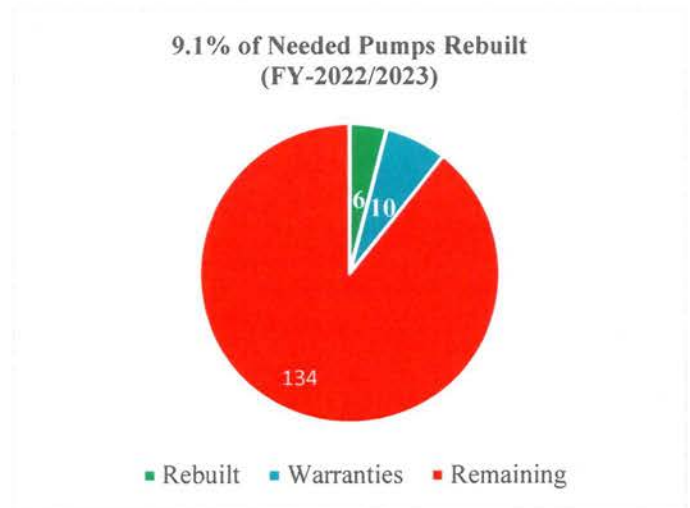


**Pump Rebuilds:**

The capital outlay budget was designed for a total purchase of 350 new E-One grinder pumps for the 2021/2022 Fiscal Year. However, 472 grinder pumps were needed to meet all the service call requests for the year, and supply-chain issues led to long delays in receiving new pumps that were on order. To supplement the amount of pumps on-hand, the department rebuilt 114 pumps throughout the year, in addition to 129 warranty-return pumps received. Wascon rebuilds all pumps that fail prior to expiration of their 5-year and 3-month warranty period. The capital outlay budget for the 2022/2023 fiscal year was again designed for the purchase of approximately 350 new pumps, with an anticipated need for approximately 500 pumps throughout the year (to be supplemented by in-house rebuilds and warranty-return pumps).

New pumps are anticipated to have an average operating lifespan of approximately 7-10 years. Rebuilt pumps are anticipated to have an average operating lifespan of approximately 2-3 years.

There was an abnormally high number of warranty-returns in the 2021/2022 fiscal year caused by a known manufacturing defect in the 2018/2019 E-One models that the manufacturer has since corrected.





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

**Treatment System Activities:**

**Wastewater Treatment Plant Goals:**

The primary goal for the treatment plant is to provide an effluent quality that meets or exceeds the TDEC required limits as set forth in our NPDES permit. This is measured by a violation occurrence that must be notated on the monthly report. The secondary goal is to provide a high-level operation and maintenance program to ensure the plant runs as designed. This plant was built in 2001 and has been experiencing mechanical failures on components that operate 24/7.

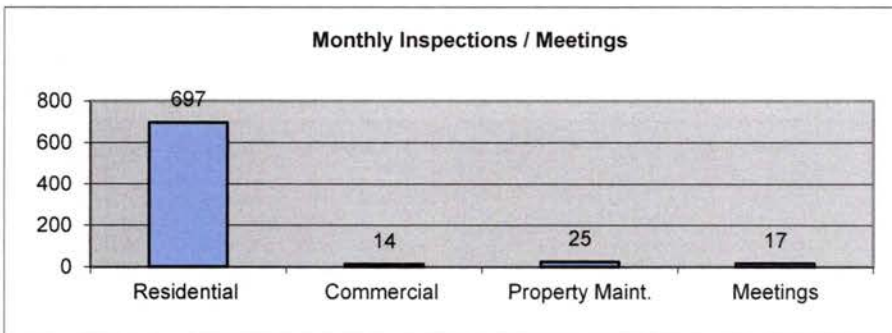
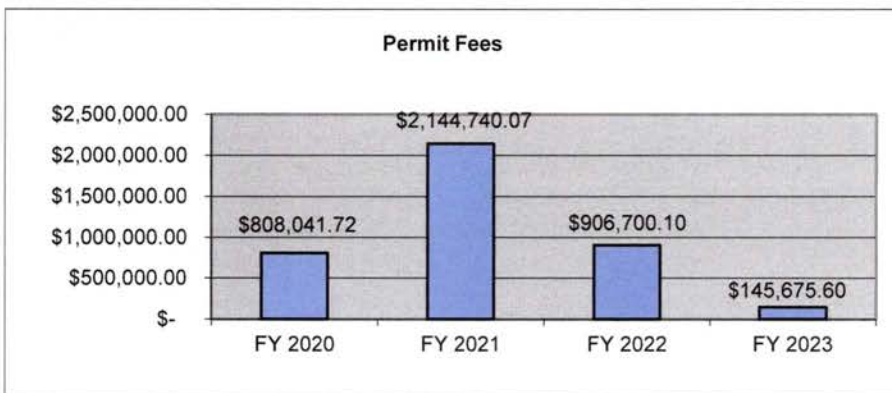
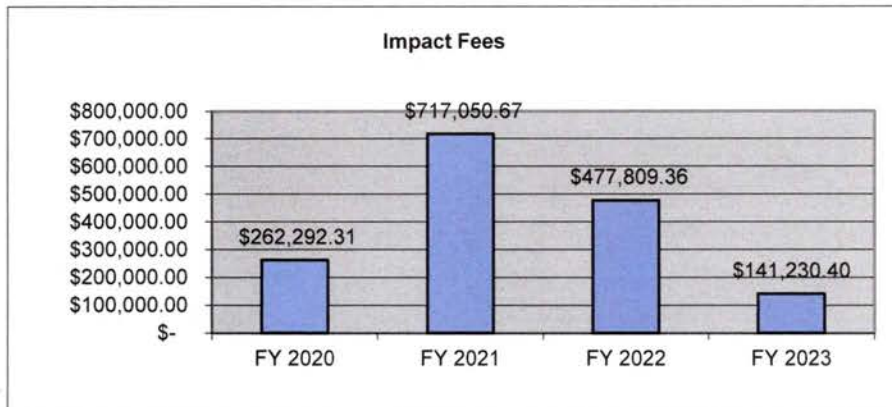
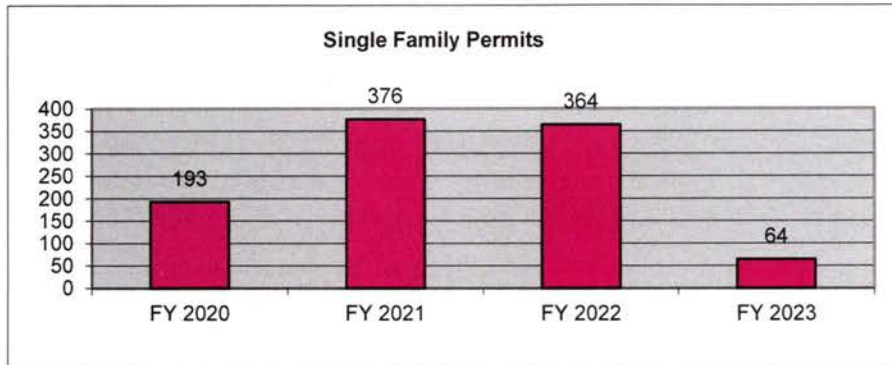
| <u>Parameter</u>         | <u>May - 22</u> | <u>Jun - 22</u> | <u>Jul - 22</u> | <u>Aug - 22</u> |                           |
|--------------------------|-----------------|-----------------|-----------------|-----------------|---------------------------|
| Flow – To Creek          | 0.668 MGD       | 0.595 MGD       | 0.538 MGD       | 0.661 MGD       | MGD = Million Gallons/Day |
| Flow – To Spray Field    | 0.000 MGD       | 0.000 MGD       | 0.000 MGD       | 0.000 MGD       |                           |
| Total Flow Through Plant | 0.668 MGD       | 0.595 MGD       | 0.538 MGD       | 0.661 MGD       |                           |
| Capacity                 | 1.400 MGD       | 1.400 MGD       | 1.400 MGD       | 1.400 MGD       |                           |
| % of Plant Throughput    | 47.7%           | 42.5%           | 38.4%           | 47.2%           | (0.661 MGD) / (1.400 MGD) |
| Actual Capacity          | 1.120 MGD       | 1.120 MGD       | 1.120 MGD       | 1.120 MGD       | (1.400 MGD x 80%)         |
| % of Allocated Capacity  | 59.6%           | 53.1%           | 48.0%           | 59.0%           | (0.661 MGD) / (1.120 MGD) |
| Rainfall                 | 2.89"           | 2.39"           | 3.83"           | 5.67"           |                           |

|                     | <u>FY 16/17</u> | <u>FY 17/18</u> | <u>FY 18/19</u> | <u>FY 19/20</u> | <u>FY 20/21</u> | <u>FY 21/22</u> |  | <u>August 2022</u> | <u>YTD</u> |
|---------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|--|--------------------|------------|
| Effluent Violations | 7               | 13              | 7               | 12              | 7               | 32              |  | 1                  | 2          |

1. **Violations:** One violation for Total Phosphorus Rolling Average in pounds per year. This will continue until the new plant is operational. Violations may continue for several months after completion of construction until the annual rolling average can be reduced below the violation limits by the new facility.
2. **TDEC Order and Assessment:** On July 15<sup>th</sup>, 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 29<sup>th</sup>, 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 7<sup>th</sup>, 2020.**
3. **Peracetic Acid:** TDEC has approved our use of PAA as the method of disinfection and has modified our NPDES permit accordingly. The PAA feed rate is operating at a constant **1.95** parts per million (ppm). The average residual was **0.11** PPM with a max residual of **0.22** PPM. ***Last month the feed rate was 2.00 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 **27.5 CFU's** which is well below the limit. ***Last month the average was 26.1 CFU.***

Planning and Codes Department  
AUGUST 2022





Planning and Codes Department  
AUGUST 2022

|                                                  | Month              | FY2023               | FY2022               | FY2021               | FY2020              |
|--------------------------------------------------|--------------------|----------------------|----------------------|----------------------|---------------------|
| <b>MEETING AGENDA ITEMS#</b>                     |                    |                      |                      |                      |                     |
| Planning Commission                              | 9                  | 13                   | 67                   | 74                   | 69                  |
| Construction Appeals                             | 0                  | 0                    | 0                    | 0                    | 0                   |
| Zoning Appeals                                   | 1                  | 1                    | 5                    | 4                    | 5                   |
| Tech. Review/Study Session                       | 0                  | 0                    | 5                    | 2                    | 0                   |
| Property Maintenance                             | 0                  | 0                    | 0                    | 0                    | 0                   |
| <b>PERMITS</b>                                   |                    |                      |                      |                      |                     |
| Single Family Residential                        | 39                 | 64                   | 340                  | 376                  | 193                 |
| Multi-Family Residential                         | 0                  | 0                    | 0                    | 22                   | 13                  |
| Other Residential                                | 9                  | 15                   | 89                   | 83                   | 91                  |
| New Commercial                                   | 1                  | 3                    | 7                    | 6                    | 6                   |
| New Industrial                                   | 0                  | 0                    | 0                    | 2                    | 0                   |
| Other Com/Ind                                    | 3                  | 3                    | 25                   | 23                   | 33                  |
| Sign                                             | 1                  | 3                    | 11                   | 17                   | 14                  |
| Occupancy Permits                                | 27                 | 40                   | 319                  | 400                  | 212                 |
| <b>Kroger Expansion-510 Hwy 76</b>               |                    |                      |                      |                      |                     |
| <b>White House Tobacco &amp; Vape-520 Hwy 76</b> |                    |                      |                      |                      |                     |
| <b>Scooters Coffee-2919 Hwy 31W</b>              |                    |                      |                      |                      |                     |
|                                                  |                    |                      |                      |                      |                     |
| Other                                            | 3                  | 10                   | 11                   | 12                   | 3                   |
| <b>BUILDING INSPECTIONS</b>                      |                    |                      |                      |                      |                     |
| Residential                                      | 697                | 1513                 | 5452                 | 2621                 | 2858                |
| Hours                                            | 348                | 552                  | 1367                 | 533                  | 699                 |
| Commercial /Industrial                           | 14                 | 24                   | 139                  | 92                   | 110                 |
| Hours                                            | 7                  | 16                   | 62.75                | 18                   | 12.83               |
| <b>CODE ENFORCEMENT</b>                          |                    |                      |                      |                      |                     |
| Total Cases                                      | 25                 | 32                   | 35                   | 98                   | 179                 |
| Hours                                            | 12.5               | 15.5                 | 35.75                | 70.24                | 86.75               |
| Complaints Received                              | 20                 | 27                   | 55                   | 41                   | 116                 |
| <b>MEETINGS</b>                                  |                    |                      |                      |                      |                     |
| Administration                                   | 7                  | 16                   | 117                  | 72                   | 58                  |
| Hours                                            | 7                  | 16                   | 127                  | 70                   | 38                  |
| Planning                                         | 9                  | 17                   | 127                  | 53                   | 76                  |
| Hours                                            | 9                  | 16                   | 96                   | 50                   | 70                  |
| Codes                                            | 1                  | 1                    | 8                    | 11                   | 28                  |
| Hours                                            | 1                  | 1                    | 10                   | 9                    | 37                  |
| <b>FEES</b>                                      |                    |                      |                      |                      |                     |
| Permit Fees                                      | \$81,863.40        | \$ 145,675.60        | \$ 906,700.10        | #####                | \$808,041.72        |
| Board Review Fees                                | \$1,450.00         | \$ 1,450.00          | \$ 14,100.00         | \$ 84,775.00         | \$11,000.00         |
| City Impact Fee                                  | <b>\$51,233.40</b> | <b>\$ 141,230.40</b> | <b>\$ 477,809.36</b> | <b>\$ 717,050.67</b> | <b>\$262,292.31</b> |
| Roads                                            | \$16,464.31        | \$ 25,989.31         | \$ 664,873.68        | \$ 301,769.60        | \$77,860.90         |
| Parks                                            | \$15,444.00        | \$ 25,344.00         | \$ 114,114.00        | \$ 150,326.00        | \$ 74,646.00        |
| Police                                           | \$11,644.27        | \$ 2,240.67          | \$ 125,535.54        | \$ 191,431.41        | \$ 59,096.30        |
| Fire                                             | \$7,680.82         | \$ 14,671.62         | \$ 76,498.26         | \$ 79,900.66         | \$ 36,749.61        |
| <b>OTHER ITEMS</b>                               |                    |                      |                      |                      |                     |
| 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: 28                            | \$ 7,105,196.81    | \$7,074,276.17       | \$3,374,092.67       | \$1,633,984.00       | \$922,141.63        |
| Workings Days in Month                           | 19                 |                      | 17                   | 16                   | 15                  |



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

**Update on ongoing projects:**

*Soccer Complex Renovation Phase II*

- Contract executed this month.
- Have until August 2025 to complete this project so we will take our time while we build up enough funding
- Meanwhile we will continue to work on the land portion of the grant requirements and design and then submit plans to planning commission for review and approval

*Tennis Courts*

- Construction is ongoing
- Have 210 days to complete, which would come out to January 9<sup>th</sup>

*Rec Center*

- Bid opening was August 11<sup>th</sup>
- Low bid came from Romach Inc. at \$22,700,000.00
- Addendum for Splash Pad Maintenance Building came in at \$448,000.00
- Both approved at BMA in August
- Romach will soon be allowed to start making purchases
- Civic Center demolition ongoing

*Greenway Bridge Restoration*

- This involves repairing the small Greenway bridge along Tyree Springs that is slumping and needs repairs to its foundation



- Working with City Engineer since TDEC will need to be involved
- Anticipate this project lasting a while considering TDEC involvement

*Greenway Lighting*

- This involves adding lighting to the area where we normally have Trail of Treats on the Greenway
- Working with City Engineer to figure the best course of action

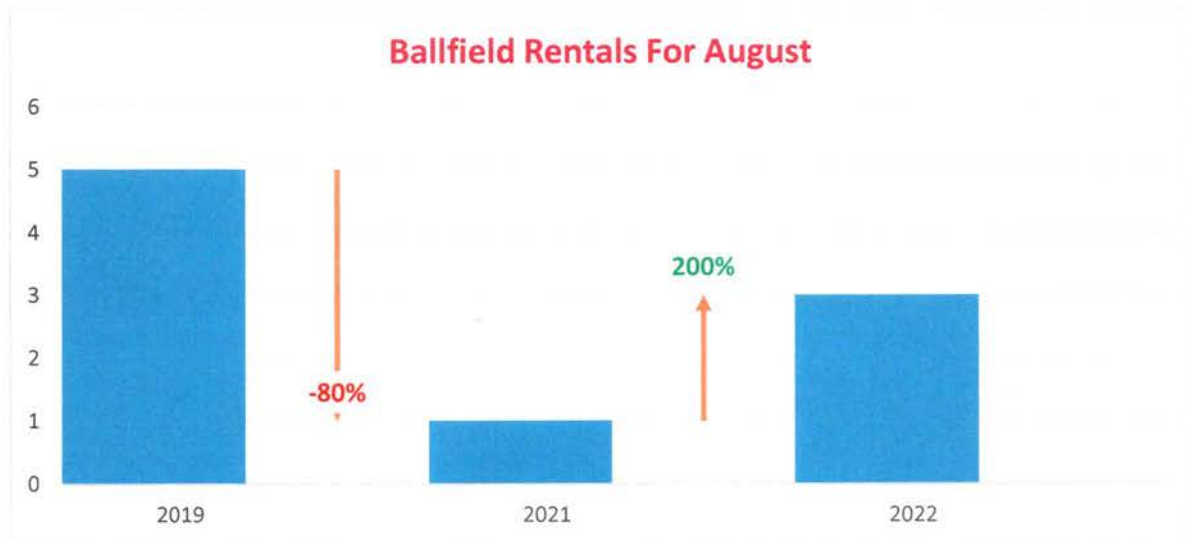
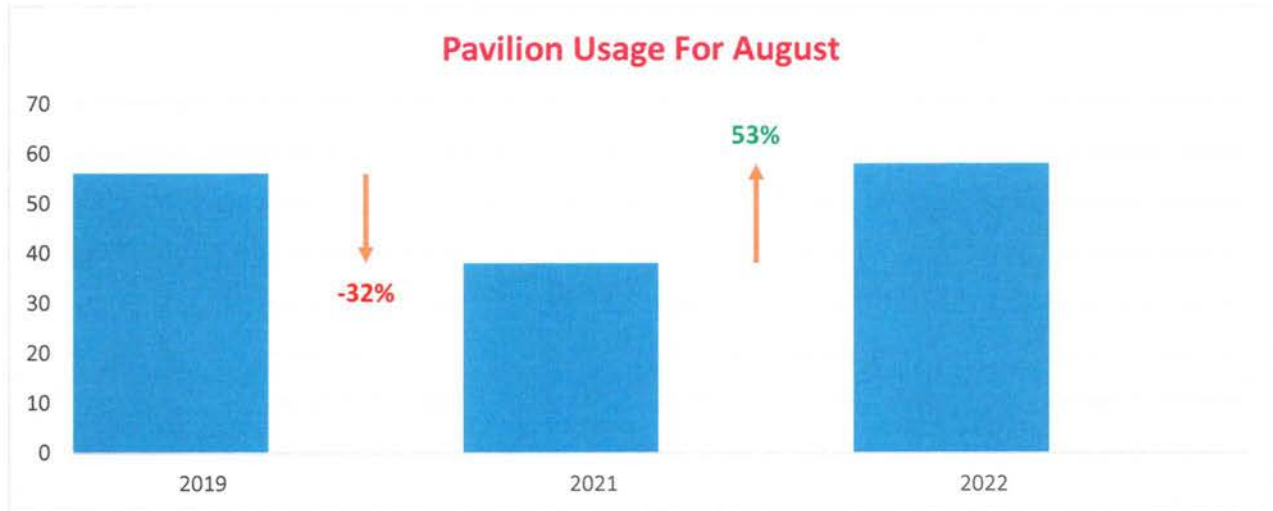
*Museum HVAC Replacement*

- This is to replace one of the HVAC units at the Museum that has been giving us trouble lately and needs to be replaced due to its age
- Currently collecting quotes

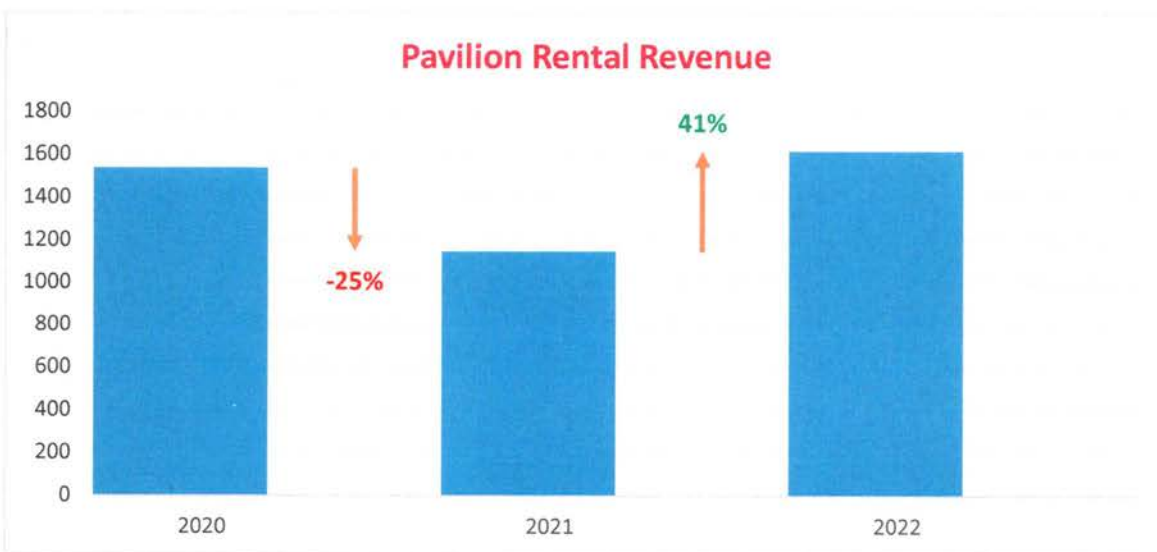
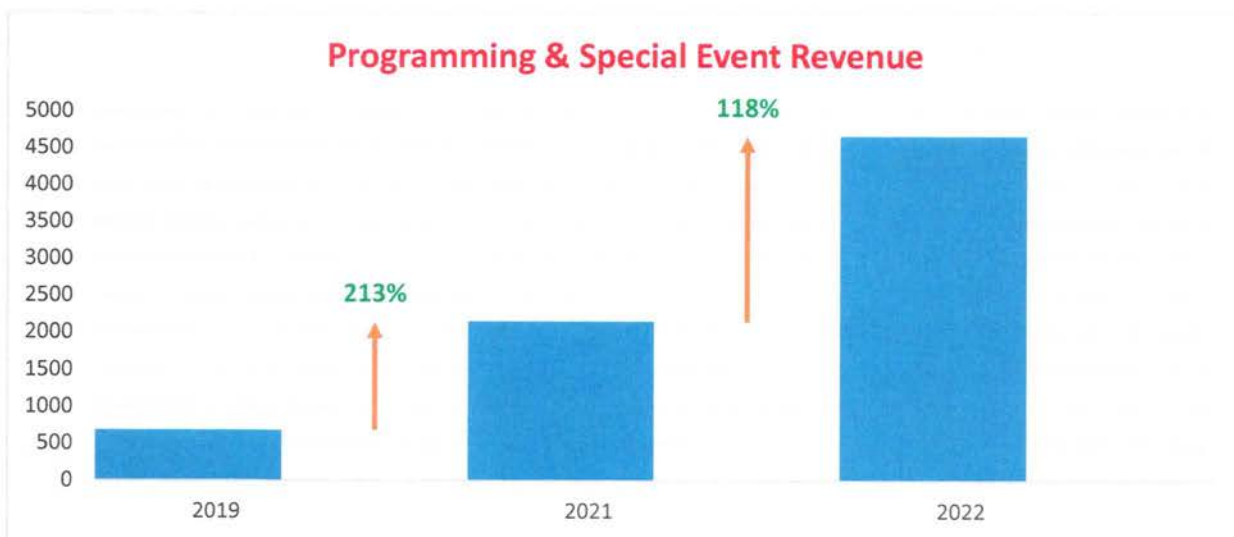
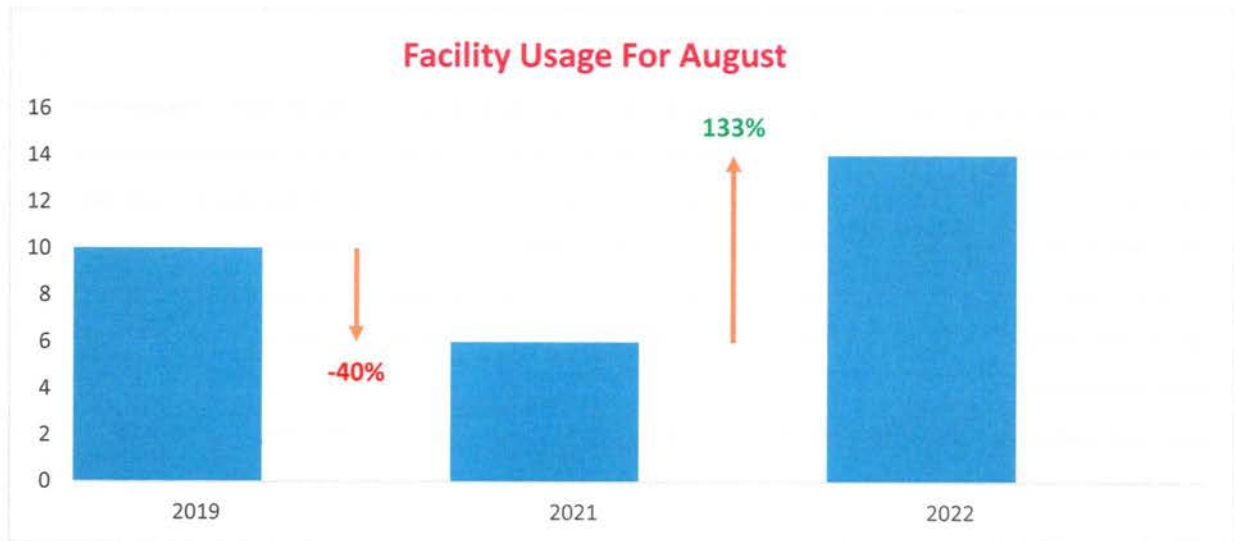
Parks, Recreation, & Cultural Arts Department  
August 2022

**List of upcoming projects yet to begin:**

*Tyler Parks Software*  
*Cemetery Software*  
*Splash Pad Maintenance Building*  
*Museum Chimney Restoration*  
*Playground Restoration*  
*Field 5 Fencing*  
*Maintenance Building Fencing*  
*Cemetery Fencing*  
*Utility Vehicle*  
*Dog Park Parking lot paving/stripping*

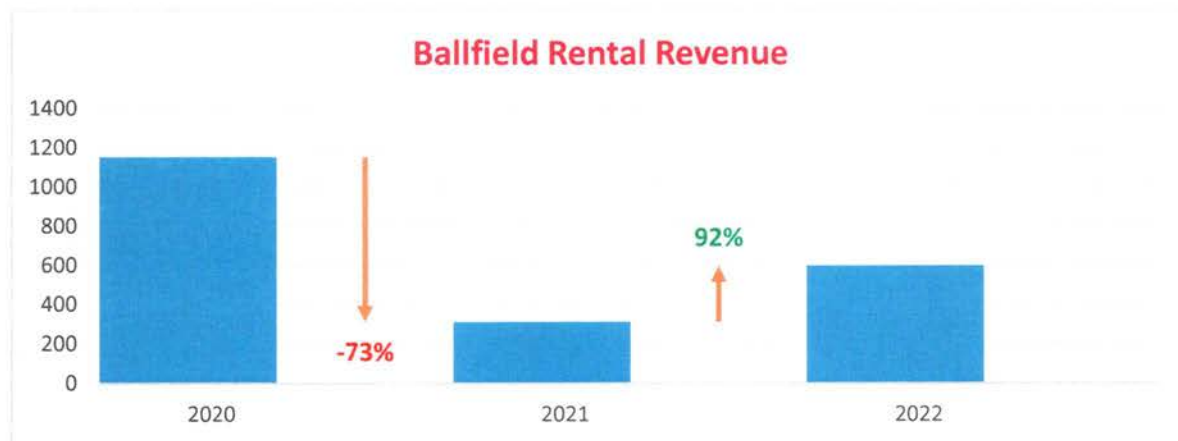


Parks, Recreation, & Cultural Arts Department  
August 2022





Parks, Recreation, & Cultural Arts Department  
August 2022



**Recreation**

*Special Events*

None

- Prepared marketing material for Trail of Treats
- First meeting for Christmas Parade

*Adult Athletics*

Men's basketball

- Final game: August 15<sup>th</sup>
  - Champions: Average joes



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

**Adult Softball**

- Registration opened July 25<sup>th</sup>
- Registration closed August 28<sup>th</sup>
  - 6 Free Agents
  - 5 Teams

*Youth Athletics*

**Girls Volleyball**

- Games started on August 20<sup>th</sup>
- Pictures completed on August 20<sup>th</sup>
- Games played on Tuesday, Thursday, Saturdays
- Season set to end by September 29<sup>th</sup>



**Fall Youth Baseball**

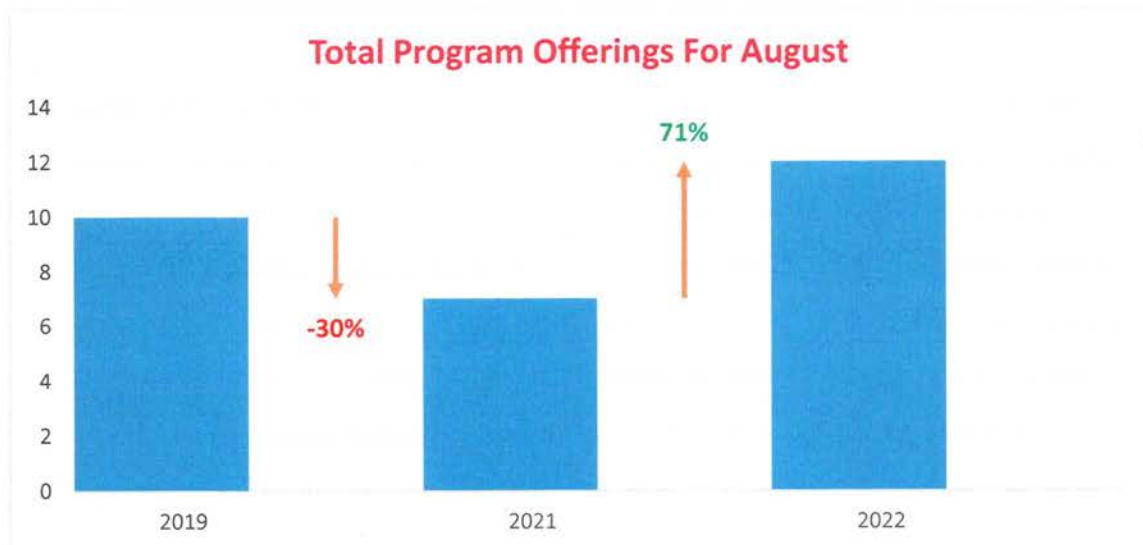
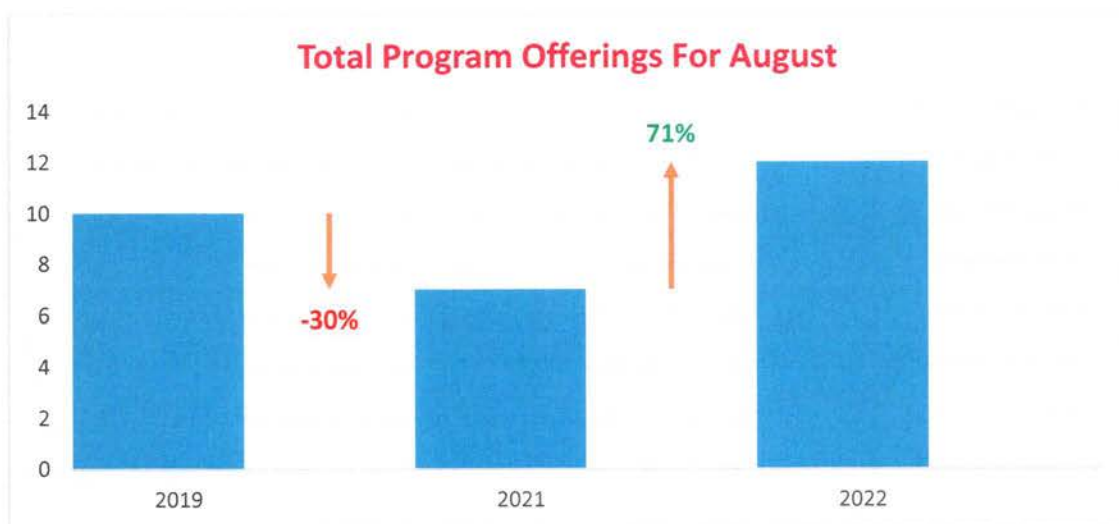
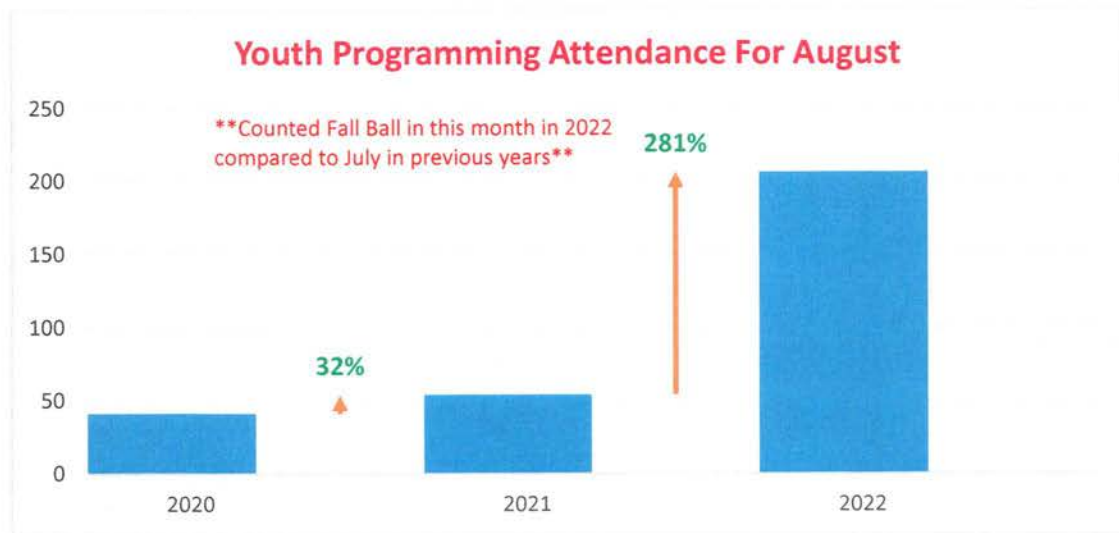
- Practices began August 1<sup>st</sup>
- Games began August 27<sup>th</sup>
- Games played on Tuesday, Thursday, Saturdays
- Season set to end October 1<sup>st</sup>



**Other**

- Published Parks Facebook page on August 29<sup>th</sup>

Parks, Recreation, & Cultural Arts Department  
August 2022





Parks, Recreation, & Cultural Arts Department  
August 2022

Maintenance

- We put down new playground mulch at the park and Northwoods



- We put down our last round of growth regulator on sports fields at the park and soccer
- We pressure washed features and floor surface at the Splash Pad



- Staff worked a couple tournaments...Warrior Bowl and the Fall Classic Soccer Tournament (pictured below)



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

- We painted all of the raised asphalt from tree roots along the Greenway



- We have been spot spraying Round Up in areas to help with weed eating

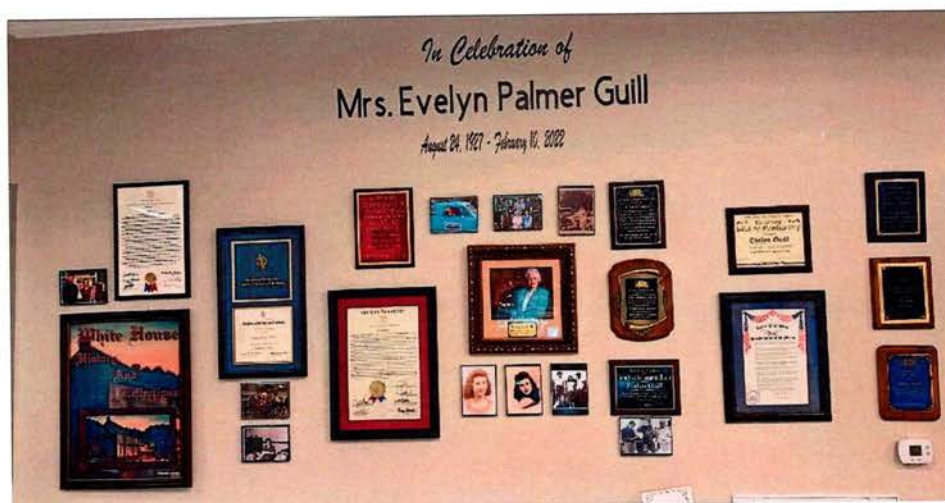
**Museum**

**Volunteers**

The Museum volunteers have been gearing up for the museum's annual event, The Gathering at the White House Inn, on September 10. We have been planning set up for each reenactor and contacting the participants. The volunteers have helped with organizing the museum workroom into the reclaimed storage cabinets and hanging reserved framed pictures on walls. The volunteers provided the Museum with 16.75 hours of service in August.

**Exhibits**

The museum's newest exhibit which celebrates the life of Mrs. Evelyn Palmer Guill debuted on August 1. This exhibit will be up until the end of the year. The rotating exhibit area continues to portray Hamilton's Fort and shows the type of items that those settlers would have used during that period in time.





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

**Social Media Promotion**

Posts have been made about the debut of Mrs. Evelyn Guill Exhibit as well as continued posts about artifacts in the museum.

Additional posts concerning the upcoming event, The Gathering at the White House Inn, were made during the last two weeks of the month and will continue up to event date.

**Donated Artifacts**

Lee Ann Chambers sent digital pictures of Cole & Garrett Funeral Home before any changes had been made. This picture is from the 1960s.



**Tours at Museum**

Tours were given to walk ins. City Finance team took a tour of the museum.

**Marketing**

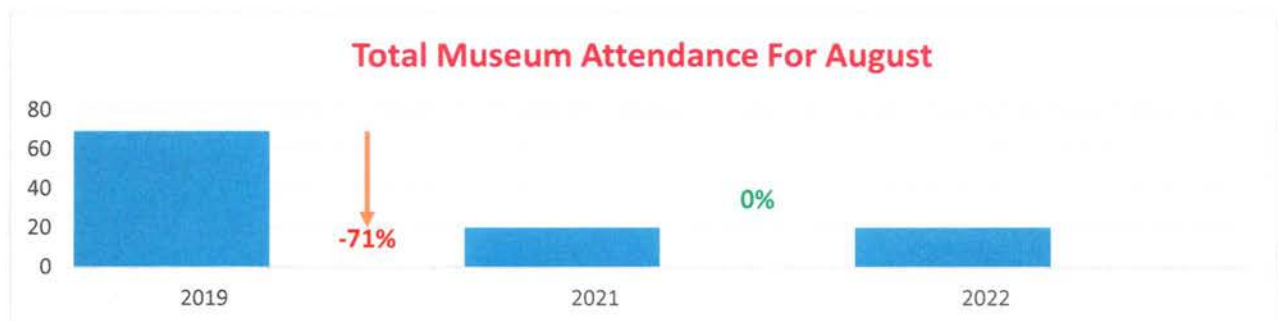
- Banners have been put up for The Gathering at the White House Inn Museum at the city park and soccer complex.
- Museum's posts about The Gathering have been shared on the City Administrator's Facebook page.
- The screens as well as the website have the information about The Gathering scrolling.
- The event is on the digital sign.

**Building Maintenance**

Purchased a new sink faucet for breakroom sink.  
Collected bid for new HVAC.

**Events and Meetings Assisted with and/or Attended**

August 4 – Ribbon Cutting for the mural on Fire Hall 1  
August 10 – Thrive Women's Luncheon  
August 11 – Ribbon Cutting at Acopia Home Loans  
August 12 – Movies Under the Stars Clean Up  
August 16 – Chamber Luncheon featuring Mike Keith  
August 17-19- Attended TCCE Annual Meeting with Chamber Team  
August 23 – Power hour at Moringa Tree  
August 24 – Picked up materials for Experience Robertson County  
August 27 – Music Under the Stars featuring Kruise Kontrol



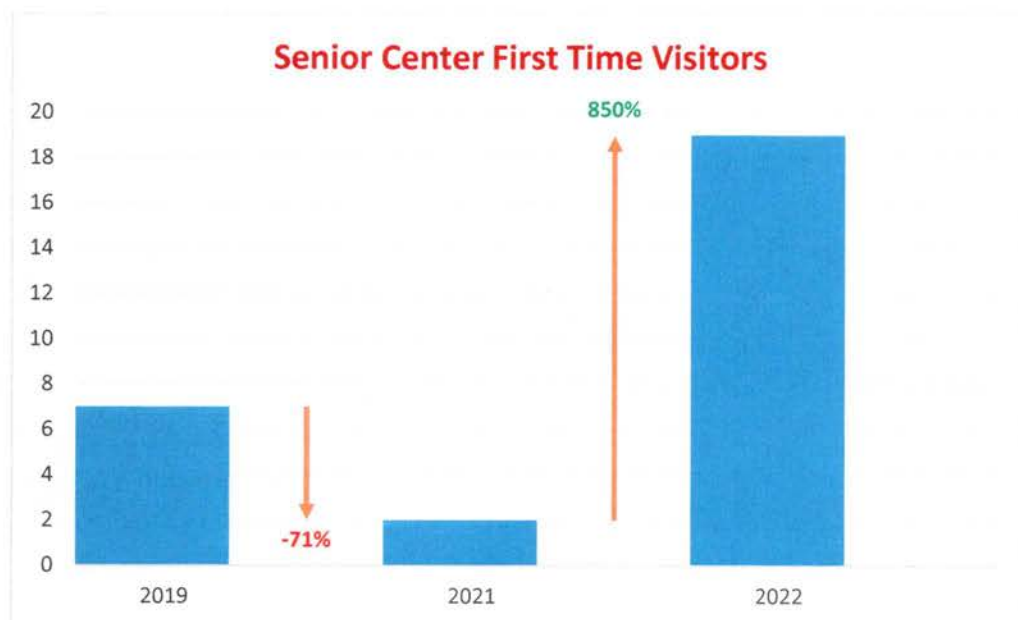
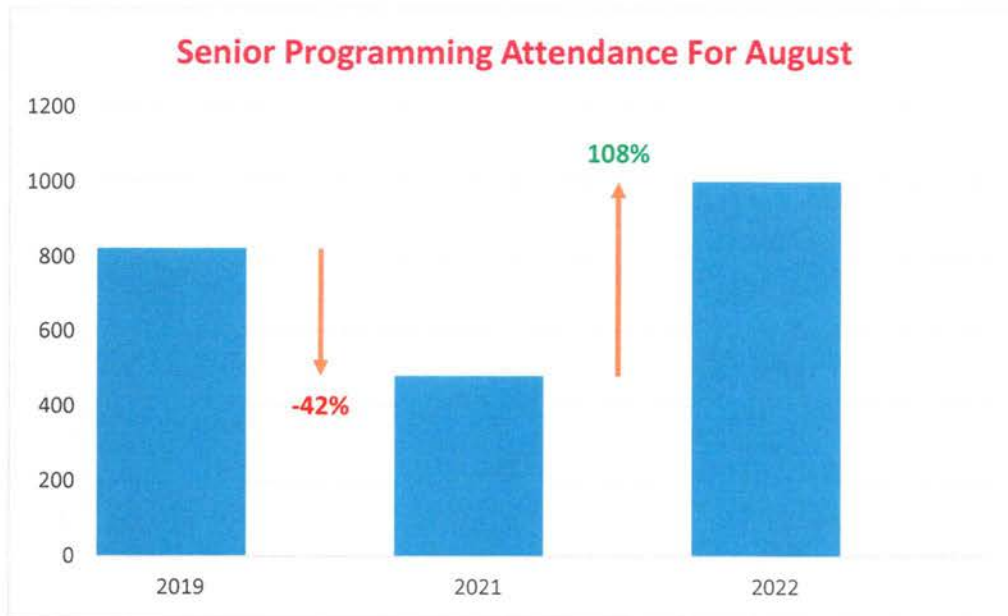


Parks, Recreation, & Cultural Arts Department  
August 2022

Senior Center

| Senior Center Participation - August 2022 |             |                            |              |
|-------------------------------------------|-------------|----------------------------|--------------|
| <b>Outings/Events:</b>                    |             |                            |              |
| Birthday Lunch-Chef Market                | 8           |                            |              |
| Bowling                                   | 4           |                            |              |
| Crafts                                    | 6           |                            |              |
| Line Dance                                | 22          |                            |              |
| White House Garden Club                   | 32          |                            |              |
| Bunco                                     | 5           |                            |              |
| TN State Museum                           | 11          |                            |              |
| Movie-NCG                                 | 5           |                            |              |
| Movie at the Center                       | 3           |                            |              |
| Casey & Cowboys Dance                     | 65          |                            |              |
| Bible Study                               | 3           |                            |              |
| Farmer Rummy                              | 15          |                            |              |
| <b>Total</b>                              | <b>183</b>  |                            |              |
|                                           |             |                            |              |
|                                           |             | <b>Sr Meals Wednesdays</b> |              |
|                                           |             | 100                        |              |
|                                           |             | 88                         |              |
|                                           |             | 57                         |              |
|                                           |             | 96                         |              |
|                                           |             | 114                        |              |
|                                           |             |                            |              |
|                                           |             | <b>455</b>                 | <b>TOTAL</b> |
|                                           |             |                            |              |
| <b>Programs:</b>                          |             |                            |              |
| Fittercise-Strength, Yoga                 | 537         |                            |              |
| Walk                                      | 197         |                            |              |
| Bingo                                     | 51          |                            |              |
| Cards, Games, Pool                        | 97          |                            |              |
|                                           |             |                            |              |
| <b>TOTAL</b>                              | <b>882</b>  |                            |              |
| <b>NEW MEMBERS</b>                        |             |                            |              |
|                                           |             |                            |              |
| <b>FIRST TIME ATTENDEE</b>                | <b>19</b>   |                            |              |
| <b>TOTAL Sr Center Participants:</b>      | <b>1413</b> | <b>Total</b>               | <b>1520</b>  |

Parks, Recreation, & Cultural Arts Department  
August 2022



**White House Library**  
**August 2022**

**Summary of Activities**

The library director met with the HR director and Public Service director to make sure the desired dimensions for the new garden space met ADA requirements. The size met regulations, but they made sure to point out that the cement could not be above the ground, but rather needed to be level with it. Now that the library director has that approved, she will start to work on getting quotes from different companies.

The library director did a presentation at the State Library and Archives on the unique items that the library checks out. Some of the items she discussed were: cake pans, board games, puzzles, seeds, outdoor items, and steam packs. The director also reviewed how well all of these items check out, how the library got funding for them, etc. The presentation went well with many participants asking questions. In addition, the library director gained a number of good ideas from the other presenters on items to possibly add in the future.

The library staff finished weeding the collection. A large number of items were deleted to make room for displays. By having open shelving, the staff will be better able to display and circulate items. The deleted items were put in the Friends of the Library bag book sale that happened on August 18. Patrons were able to fill a bag with items and only pay \$1. The sale was a success, however, not all of the items sold. The unsold items will be donated to another organization.

The library staff created a display of greeting cards that patrons could purchase. This is part of a fundraiser to help raise funds to purchase a free little library. The library would add the free little library to the garden space it is making outside the building.

On August 25, the library director attended a webinar on the state's justice bus, which is a bus that can travel across the state and provide free legal services. This bus can come to different events, including library events.

The library director attended a Christmas event discussion with a number of other city employees on August 30. The group decided that they would do Christmas activities right after the Christmas parade on Saturday, December 3<sup>rd</sup>. The library will need to stay open later than usual due to this program. The library will provide patrons the opportunity to take pictures with Santa.

The library director attended the regional library's statistic roundtable on August 30. At this roundtable, the group learned about changes to the Public Library Survey as well as ways to make reports using those statistics. This roundtable will help the director as she works on completing the survey.

**Department Highlights**

The highlights for the month were the library director's presentation at the state library and archives, the success of weeding the building to make display areas, and the bag sale, which went really well.



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

**Official Service Area Populations**

| 2018   | 2019   | 2020   | 2021   | 2022   |
|--------|--------|--------|--------|--------|
| 14,035 | 14,202 | 14,363 | 14,455 | 14,820 |

**Membership**

| August                          | 2018  | 2019  | 2020  | 2021  | 2022  |
|---------------------------------|-------|-------|-------|-------|-------|
| New Members                     | 130   | 97    | 106   | 100   | 134   |
| Updated Members                 | 320   | 334   | 390   | 403   | 327   |
| Yearly Totals                   | 2018  | 2019  | 2020  | 2021  | 2022  |
| Total Members                   | 7,073 | 8,376 | 9,496 | 7,027 | 6,871 |
| % of population with membership | 51    | 59    | 66    | 49    | 46    |

Every year the library will purge the system of patrons that have not used their cards in the past 3 years. The library just did one to update our records, which is why there is a drop in users.

**Total Material Available:** 38,783

**Estimated Value of Total Materials:** \$969,575

**Last Month:** \$987,925

**Total Materials Available Per Capita:** 2.61

**Last Month:** 2.66

**State Minimum Standard:** 2.00

**Materials Added in August**

| 2018 | 2019 | 2020 | 2021 | 2022 |
|------|------|------|------|------|
| 262  | 214  | 395  | 228  | 443  |

**Yearly Material Added**

| 2018  | 2019  | 2020  | 2021  | 2022  |
|-------|-------|-------|-------|-------|
| 3,123 | 3,004 | 3,025 | 3,035 | 2,944 |

**Physical Items Checked Out in August**

| 2018  | 2019  | 2020  | 2021  | 2022  |
|-------|-------|-------|-------|-------|
| 6,502 | 5,506 | 4,287 | 5,845 | 8,496 |

**Cumulative Physical Items Check Out**

| 2018   | 2019   | 2020   | 2021   | 2022   |
|--------|--------|--------|--------|--------|
| 62,536 | 62,522 | 50,042 | 59,515 | 54,501 |

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

**Miscellaneous item checkouts**

| August             | 2018 | 2019 | 2020 | 2021 | 2022 |
|--------------------|------|------|------|------|------|
| Technology Devices | 46   | 35   | 235  | 60   | 63   |
| Study Rooms        | 78   | 114  | 55   | 38   | 78   |
| Games and Puzzles  | 46   | 79   | 77   | 124  | 211  |
| Seeds              | 2    | 9    | 17   | 12   | 71   |
| STEAM Packs        | *    | 16   | 0    | 14   | 26   |
| Cake Pans          | *    | 2    | 3    | 3    | 5    |

**Yearly Totals**

| 2018  | 2019 | 2020 | 2021  | 2022  |
|-------|------|------|-------|-------|
| 644   | 137  | 381  | 725   | 498   |
| 1,082 | 253  | 305  | 395   | 476   |
| 743   | 222  | 955  | 1,263 | 1,352 |
| 586   | 112  | 302  | 878   | 788   |
| 148   | 61   | 25   | 160   | 166   |
| 6     | 1    | 28   | 21    | 35    |

**Library Services Usage**

| August              | 2018  | 2019  | 2020  | 2021  | 2022  |
|---------------------|-------|-------|-------|-------|-------|
| Lego Table          | 125   | 214   | 0     | 0     | 0     |
| Test Proctoring     | 1     | 11    | 8     | 9     | 4     |
| Charging Station    | 2     | 5     | 3     | 2     | 1     |
| Notary Services     | *     | *     | 8     | 13    | 21    |
| Library Visits      | 4,964 | 4,565 | 3,004 | 3,589 | 4,898 |
| Website Usage       | *     | 1,863 | 1,460 | 2,453 | 3,423 |
| Reference Questions | 8     | 5     | 7     | 2     | 1     |

**Yearly Totals**

| 2018   | 2019   | 2020   | 2021   | 2022   |
|--------|--------|--------|--------|--------|
| 1,891  | 553    | 459    | 0      | 0      |
| 152    | 27     | 74     | 108    | 50     |
| 90     | 19     | 47     | 45     | 12     |
| *      | 16     | 88     | 144    | 99     |
| 52,565 | 55,728 | 30,007 | 38,913 | 32,990 |
| 2,517  | 16,935 | 17,977 | 27,907 | 22,039 |
| 59     | 77     | 60     | 73     | 26     |

Our library visits are very close to our pre-covid numbers. The library hopes that this number will continue to increase.

**Library Volunteers**

| August             | 2018 | 2019 | 2020 | 2021  | 2022 |
|--------------------|------|------|------|-------|------|
| Library Volunteers | 10   | 9    | 6    | 5     | 8    |
| Volunteer Hours    | 97   | 85   | 93   | 133.5 | 138  |

**Yearly Totals**

| 18-19 | 19-20 | 20-21 | 21-22   | 22-23 |
|-------|-------|-------|---------|-------|
| 82    | 36    | 20    | 48      | 19    |
| 809   | 1,286 | 1,204 | 1,492.5 | 270   |

Since some clubs are requiring service hours again, the number of volunteer hours has gone up slightly, but we are not at pre-covid numbers.

**Computer Users**

| August      | 2018 | 2019 | 2020 | 2021 | 2022 |
|-------------|------|------|------|------|------|
| Wireless    | 757  | 643  | 315  | 328  | 512  |
| Adult Users | 467  | 362  | 238  | 230  | 254  |
| Kids Users  | 178  | 181  | 1    | 121  | 210  |

**Yearly Computer Users**

| 2018  | 2019  | 2020  | 2021  | 2022  |
|-------|-------|-------|-------|-------|
| 9,535 | 2,017 | 3,829 | 3,878 | 3,096 |
| 4,642 | 1,103 | 2,138 | 2,235 | 1,787 |
| 2,088 | 556   | 427   | 957   | 2,192 |



# White House Public Library

August 2022

## Performance Measures

### Universal Class Counts

| August            |    |
|-------------------|----|
| Sign ups          | 1  |
| Courses started   | 11 |
| Lessons viewed    | 96 |
| Class Submissions | 26 |

### Yearly Totals

| 2018 | 2019 | 2020  | 2021  | 2022 |
|------|------|-------|-------|------|
| 24   | 9    | 10    | 13    | 11   |
| 52   | 16   | 53    | 39    | 34   |
| 661  | 194  | 1,771 | 1,008 | 522  |
| 445  | 105  | 800   | 515   | 224  |

### Programs

| 1,000 books      | 2018 | 2019 | 2020 | 2021 | 2022 |
|------------------|------|------|------|------|------|
| Monthly Sign-ups | 9    | 9    | 3    | 11   | 6    |
| total Sign-ups   | 163  | 214  | 67   | 174  | 128  |

| Achievements | 2018 | 2019 | 2020 | 2021 | 2022 |
|--------------|------|------|------|------|------|
| 100 Mark     | 2    | 0    | 0    | 22   | 65   |
| 500 Mark     | 2    | 2    | 0    | 2    | 5    |
| Completion   | 0    | 1    | 2    | 4    | 6    |

### Face-to-face Kids Programs

| August    | 2018  | 2019  | 2020  | 2021  | 2022  |
|-----------|-------|-------|-------|-------|-------|
| Programs  | 9     | 9     | 3     | 11    | 12    |
| Attendees | 163   | 214   | 67    | 174   | 267   |
| Yearly    | 2018  | 2019  | 2020  | 2021  | 2022  |
| Programs  | 146   | 154   | 43    | 91    | 96    |
| Attendees | 4,260 | 4,201 | 1,185 | 2,167 | 2,692 |

### Virtual Kids Programs

| August | 2020  | 2021 | 2022 |
|--------|-------|------|------|
| Videos | 0     | 0    | 0    |
| Views  | 0     | 0    | 0    |
| Yearly | 2020  | 2021 | 2022 |
| Videos | 24    | 19   | 0    |
| Views  | 4,182 | 230  | 0    |

### Grab & Go Kits

| August | 2020 | 2021  | 2022 |
|--------|------|-------|------|
| Kits   | 6    | 1     | 0    |
| Taken  | 92   | 48    | 0    |
| Yearly | 2020 | 2021  | 2022 |
| Kits   | 38   | 44    | 0    |
| Taken  | 1094 | 1,699 | 0    |

Our children's program attendance is exceeding pre-covid numbers.

### Face-to-face Teen Programs

| August    | 2018 | 2019 | 2020 | 2021 | 2022 |
|-----------|------|------|------|------|------|
| Programs  | 6    | 4    | 0    | 0    | 0    |
| Attendees | 25   | 15   | 0    | 0    | 0    |
| Yearly    | 2018 | 2019 | 2020 | 2021 | 2022 |
| Programs  | 47   | 82   | 68   | 13   | 0    |
| Attendees | 481  | 432  | 518  | 81   | 0    |

### Tween Face-to-Face Programs

| August    | 2020 | 2021 | 2022 |
|-----------|------|------|------|
| Programs  | 0    | 0    | 0    |
| Attendees | 0    | 0    | 0    |
| Yearly    | 2020 | 2021 | 2022 |
| Programs  | 5    | 0    | 0    |
| Attendees | 18   | 0    | 0    |

### Combined Face-to-Face

| August    | 2020 | 2021 | 2022 |
|-----------|------|------|------|
| Programs  | 3    | 4    | 9    |
| Attendees | 14   | 23   | 55   |
| Yearly    | 2020 | 2021 | 2022 |
| Programs  | 11   | 43   | 67   |
| Attendees | 77   | 370  | 268  |

### Virtual Teen & Tweens

| August | 2020  | 2021 | 2022 |
|--------|-------|------|------|
| Videos | 0     | 0    | 0    |
| Views  | 0     | 0    | 0    |
| Yearly | 2020  | 2021 | 2022 |
| Videos | 12    | 6    | 0    |
| Views  | 1,591 | 95   | 0    |

### Grab & Go

| August | 2020 | 2021 | 2022 |
|--------|------|------|------|
| Kits   | 0    | 0    | 0    |
| Taken  | 0    | 0    | 0    |
| Yearly | 2020 | 2021 | 2022 |
| Kits   | 13   | 24   | 0    |
| Taken  | 152  | 409  | 0    |

The tween/teen sewing class has become so successful that the program had to be broken down into two different groups with two different meeting times in order to have enough machines and staff to work with the students.

### Face-to-face Adult Programs

| August    | 2018  | 2019  | 2020 | 2021 | 2022 |
|-----------|-------|-------|------|------|------|
| Programs  | 15    | 16    | 4    | 7    | 6    |
| Attendees | 51    | 74    | 16   | 29   | 31   |
| Yearly    | 2018  | 2019  | 2020 | 2021 | 2022 |
| Programs  | 175   | 157   | 42   | 63   | 53   |
| Attendees | 1,009 | 1,343 | 214  | 351  | 262  |

### Virtual

| August | 2020  | 2021 | 2022 |
|--------|-------|------|------|
| Videos | 0     | 0    | 0    |
| Views  | 0     | 20   | 0    |
| Yearly | 2020  | 2021 | 2022 |
| Videos | 18    | 1    | 0    |
| Views  | 4,972 | 20   | 0    |

### Device Advice

| August   | 2019 | 2020 | 2021 | 2022 |
|----------|------|------|------|------|
| Sessions | *    | 0    | 18   | 21   |
| Yearly   | 125  | 51   | 81   | 95   |
| Passive  |      |      |      |      |
| July     | *    | *    | 0    | 2    |
| Yearly   | *    | *    | 0    | 13   |

The library has added an adult creative writing class and a craft day. Both new programs are doing well and so the library is adding an adult sewing class and genealogy class in September.

### Interlibrary Loan Services

| August   | 2018 | 2019 | 2020 | 2021 | 2022 |
|----------|------|------|------|------|------|
| Borrowed | 67   | 121  | 71   | 71   | 101  |
| Loaned   | 434  | 47   | 34   | 18   | 28   |

### Yearly Interlibrary Loan Services

| 2018 | 2019 | 2020 | 2021 | 2022 |
|------|------|------|------|------|
| 690  | 690  | 534  | 673  | 614  |
| 410  | 410  | 151  | 226  | 257  |

| August   | R.E.A.D.S |
|----------|-----------|
| Adults   | 2,025     |
| Juvenile | 141       |

| Yearly Totals | 2018-2019 | 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 |
|---------------|-----------|-----------|-----------|-----------|-----------|
| Adults        | 15,773    | 21,138    | 23,138    | 19,466    | 25,120    |
| Juvenile      | 725       | 1,430     | 1,189     | 1,032     | 2,342     |

The READS statistics come from the state.

**CITY COURT REPORT**

August 2022

**CITATIONS**

|                                      |            |                    |
|--------------------------------------|------------|--------------------|
| TOTAL MONIES COLLECTED FOR THE MONTH | \$6,586.50 |                    |
| <b>TOTAL MONIES COLLECTED YTD</b>    |            | <b>\$11,649.50</b> |

**STATE FINES**

|                                   |            |                   |
|-----------------------------------|------------|-------------------|
| TOTAL MONIES COLLECTED FOR MONTH  | \$2,326.55 |                   |
| <b>TOTAL MONIES COLLECTED YTD</b> |            | <b>\$4,976.79</b> |

|                          |            |                    |
|--------------------------|------------|--------------------|
| TOTAL REVENUE FOR MONTH  | \$8,913.05 |                    |
| <b>TOTAL REVENUE YTD</b> |            | <b>\$16,626.29</b> |

**DISBURSEMENTS**

|                                |            |                   |
|--------------------------------|------------|-------------------|
| LITIGATION TAX                 | \$518.50   |                   |
| DOS/DOH FINES & FEES           | \$869.25   |                   |
| DOS TITLE & REGISTRATION       | \$370.50   |                   |
| RESTITUTION/REFUNDS            | \$0.00     |                   |
| ON-LINE CC FEES                | \$0.00     |                   |
| CREDIT CARD FEES               | \$0.00     |                   |
| WORTHLESS CHECKS               | \$0.00     |                   |
| TOTAL DISBURSEMENTS FOR MONTH  | \$1,758.25 |                   |
| <b>TOTAL DISBURSEMENTS YTD</b> |            | <b>\$3,028.80</b> |

|                                   |            |                    |
|-----------------------------------|------------|--------------------|
| ADJUSTED REVENUE FOR MONTH        | \$7,154.80 |                    |
| <b>TOTAL ADJUSTED REVENUE YTD</b> |            | <b>\$13,597.49</b> |

**DRUG FUND**

|                                |            |                   |
|--------------------------------|------------|-------------------|
| DRUG FUND DONATIONS FOR MONTH  | \$1,223.12 |                   |
| <b>DRUG FUND DONATIONS YTD</b> |            | <b>\$1,579.37</b> |

| Offenses Convicted & Paid For Month | Count | Paid       |
|-------------------------------------|-------|------------|
| Careless Driving                    | 1     | \$132.50   |
| Financial Responsibility Law        | 18    | \$1,005.00 |
| Registration Law                    | 27    | \$2,067.50 |
| Improper Equipment                  | 3     | \$10.00    |
| Texting/Hands Free Law              | 11    | \$488.50   |
| Codes Violation                     | 1     | \$0.00     |
| DL Exhibited                        | 1     | \$10.00    |
| Red Light                           | 4     | \$470.00   |
| Animal Control                      |       |            |
| Stop Sign                           | 3     | \$115.00   |
| Speeding                            | 18    | \$1,522.50 |
| Seat Belt-Child Restraint           | 4     | \$175.00   |
| Failure To Yield                    |       |            |
| Exercise Due Care                   | 5     | \$317.50   |
| Following Too Close                 |       |            |
| Total                               | 96    | \$6,313.50 |



# RESOLUTIONS....

**RESOLUTION 22-09**

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF WHITE HOUSE, TENNESSEE, APPROVING CERTAIN AMENDMENTS AND REVISIONS TO THE PERSONNEL MANUAL.**

**WHEREAS**, the City maintains a consistent set of adopted rules and procedures for the administration of personnel matters; and

**WHEREAS**, the City Administrator is charged with the duty to review the adopted policies and procedures that govern the City's personnel system and make recommendations of updates and improvements to the procedures; and

**WHEREAS**, the City has engaged the services of a professionally trained Human Resources Director to advise on personnel matters, including improvements to language contained in the Personnel Manual; and

**WHEREAS**, this professional has made a number of recommendations to revise the personnel rules and procedures; and

**WHEREAS**, the Board of Mayor and Aldermen wish to amend the current personnel manual;

**NOW, THEREFORE**, the Board of Mayor and Aldermen of the City of White House do hereby resolve that the Personnel Manual is hereby amended by changing and updating the City of White House Personnel Manual.

This resolution shall be effective upon passage.

Adopted this 15<sup>th</sup> day of September 2022.

\_\_\_\_\_  
Farris H. Bibb, Mayor

ATTEST:

\_\_\_\_\_  
Derek Watson, City Recorder

#### **4.7. OVERTIME PAY**

Overtime work will be compensated in accordance with the provisions of the FLSA at a rate of one-and-one half the non-exempt employee's regular rate after the employee has completed 40 hours actually worked in a workweek. Vacation, sick leave and holidays are not included in the computations for hours worked. Department Heads must authorize any employee overtime work in advance.

**Firefighter Overtime:** For firefighters on a twenty-four-hour schedule, overtime is calculated on any hours above 106 in a 14-day work period.

**Police Officer Overtime:** For police officers on a twelve-hour schedule, overtime is calculated on any hours worked above 84 hours in a 14-day work period. All "grant" funded overtime will be paid at a rate of \$50.00 per hour.

#### **6.6. WEATHER EMERGENCY LEAVE**

In the event of a weather-related emergency that results in the closing of city offices, the City Administrator is authorized to provide weather emergency leave to employees. Any weather emergency leave provided to employees must be used within ~~twelve (12)~~ three (3) months of the City Administrator's authorization.

#### **7.2. DRUG FREE WORKPLACE**

##### **7.2.1. GENERAL RULES**

~~7.2.1.1. City employees shall not take or be under the influence of any drug unless prescribed by the employee's licensed physician. Employees who are required to take prescribed or over-the-counter medication shall notify the immediate supervisor should the medication produce any adverse effects which might limit the employee's ability to perform their job.~~

~~7.2.1.2. City employees are prohibited from the use, possession and sale of drugs, alcohol or any other controlled substance on City property or in City vehicles.~~

~~7.2.1.3. All property belonging to the City is subject to inspection at any time without notice, as there is no expectation of privacy.~~

~~Property includes, but is not limited to, vehicles, desks, containers, files and storage lockers.~~

~~Employees assigned lockers (that are locked by the employee) are also subject to inspection.~~

~~7.2.1.4. Employees who have reason to believe another employee is using alcohol or illegal drugs while on duty must report the facts and circumstances immediately to their supervisor or Human Resources. Failure to do so may result in disciplinary action.~~

~~7.2.1.5. Failure to comply with the intent or provisions of this general order may be used as grounds for disciplinary action.~~

##### **7.2.2. EMPLOYEE TESTING**

~~Current City employees will be required to undergo drug and alcohol testing after a work-related accident or incident within eight (8) hours; if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during working hours within eight (8) hours; or if drawn during random selection per the time limits listed below. Only employees holding safety sensitive positions are subject to random alcohol and drug testing. Safety sensitive positions include police officers, firefighters, positions requiring a commercial driver's license, public works equipment operators, wastewater plant operations.~~



A minimum of 15 minutes and a maximum of two hours will be allowed between notification of an employee's selection for random urine drug testing and/or alcohol testing and the actual presentation for specimen collection.

Random donor selection dates will be unannounced with unpredictable frequency. Some may be tested more than once each year while others may not be tested at all, depending on the random selection.

If an employee is unavailable (i.e., vacation, sick day, out of town, work-related causes, etc.) to produce a specimen on the date random testing occurs, the City may omit that employee from that random testing or await the employee's return to work.

Supervisors are required to detail in writing the specific facts, symptoms, or observations that formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee on the Supervisor Checklist for Alcohol/Substance Abuse form. This documentation form shall be forwarded to the appropriate Department Head who shall immediately forward the information to Human Resources.

If an employee is required to submit to reasonable suspicion drug and/or alcohol testing, the employee's supervisor, Department Head, or Human Resources shall drive the employee to the testing center if needed. The employee shall not be allowed to return to work until the test results are received by Human Resources. The employee will be required to use any available paid time off until test results are received. The employee shall not be allowed to drive his/her personal vehicle from City property prior to receiving the results.

#### **~~7.2.3. REFUSAL TO CONSENT~~**

An employee who refuses to consent to a drug and alcohol test after a work-related accident or incident, if drawn during random selection, or when reasonable suspicion of drug or alcohol use has been identified will be terminated.

#### **~~7.2.4. CONFIRMATION OF TEST RESULTS~~**

An employee or job applicant whose drug test yields a positive result, indicating the presence of drugs or alcohol, shall be given the opportunity to speak with the Medical Review Officer prior to a final determination. Test results are then forwarded to Human Resources for appropriate action.

#### **~~7.2.5. CONSEQUENCE OF A CONFIRMING POSITIVE TEST RESULT: JOB APPLICANTS~~**

Job applicants will be denied employment with the City if their pre-employment test result has been confirmed positive.

#### **~~7.2.6. CONSEQUENCES OF A CONFIRMING POSITIVE TEST RESULT: CURRENT EMPLOYEES~~**

Upon confirmation of an employee's positive test result where the employee has been employed less than two years, he/she is subject to termination.

Employees testing positive who have been employed with the City longer than two years will be required to attend an Employee Assistance Program provided through the City's healthcare provider. Failure to complete the recommended program constitutes immediate termination. Employees will also be subject to random follow-up testing for a period of up to two years after completion of the program.

#### **~~7.2.7. CONFIDENTIALITY OF TEST RESULTS~~**

To the extent allowed under the Tennessee Open Records Law, all information from an employee's or applicant's drug and alcohol test is confidential and only those individuals with a need to know are to be informed of test results.

#### **~~7.2.8. CLEARINGHOUSE REPORTING REQUIREMENTS~~**

As part of the continuing efforts to promote safe roadways and to ensure only qualified CDL drivers are performing safety-sensitive duties, a database was created that will contain pertinent information containing CDL drivers' drug



and alcohol testing violations. Employers will be required to query the data base on an annual basis for current employees and as part of the pre-employment screening process for all covered prospective employees. The following outlines the responsibilities for the reporting entity and when and what information is required to be reported to the clearinghouse. They are as follows:

- Prospective/Current Employer of CDL Driver must report within 3 business days:
- An alcohol confirmation test with a concentration of 0.04 or higher.
- Refusal to test (alcohol) as specified in 49 CFR 40.261.
- Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.
- Actual knowledge, as defined in 49 CFR 382.107, that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance.
- Negative return-to-duty test results (drug and alcohol testing, as applicable)
- Completion of follow-up testing.
- Medical Review Officer (MRO) must report within 2 business day:
- Verified positive, adulterated, or substituted drug test result.
- Refusal to test (drug) requiring a determination by the MRO as specified in 49 CFR 40.191.
- Substance Abuse Professional (SAP) must report within one business day: Successful completion of treatment and/or education and the determination of eligibility for return-to-duty testing (identification of driver and date the initial assessment was initiated).

## **7.2. DRUG AND ALCOHOL TESTING POLICY**

### **7.2.1 PURPOSE**

The purpose and goal of this program is to send a clear message that the use of alcohol and drugs in the workplace is prohibited. Also, this program is to encourage our employees to voluntarily seek help with alcohol and drug problems.

The city recognizes that the use and abuse of drugs and alcohol in today's society is a serious problem that may involve the workplace. It is the intent of the city to provide all employees with a safe and secure workplace in which each person can perform his/her duties in an environment that promotes individual health and workplace efficiency. Employees of the city are public employees and must foster the public trust by preserving the employee and employer's reputation for integrity, honesty, and responsibility.

To provide a safe, healthy, productive and drug-free working environment for its employees to properly conduct the public business, the city has adopted this drug and alcohol testing policy that balances our respect for individuals with the need to maintain an alcohol and drug free environment. This policy complies with the Federal Drug-Free Workplace Act of 1988, which ensures employees the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs; Federal Highway Administration (FHWA) rules, which require drug and alcohol testing for persons required to have a commercial driver's license (CDL); Division of Transportation (DOT) rules, which include procedures for urine drug testing and breath alcohol testing; and the Omnibus Transportation Employee Testing Act of 1991, which requires alcohol and drug testing of safety-sensitive employees in the aviation, motor carrier, railroad, pipeline, commercial marine, and mass transit industries. In the case of this policy, the Omnibus Transportation Employee Testing Act of 1991 is most significant with its additional requirement of using the "split specimen" approach to alcohol testing, which provides an extra safeguard for employees. The types of tests required are: pre-employment (for safety-sensitive positions), transfer (for certain safety sensitive positions), reasonable suspicion, post-accident, random (for safety-sensitive positions), return-to-duty, and follow-up post rehabilitation testing.

Safety-sensitive positions include police officers, firefighters, positions requiring a commercial driver's license, public works and stormwater equipment operators, and wastewater plant and collections operators.

The city has no intention of interfering with the private lives of its employees unless involvement with alcohol or other drugs off the job affects job performance or public safety. This policy does not preclude the appropriate use of legally prescribed medication that does not adversely affect the mental, physical, or emotional ability of the employee to safely and efficiently perform his/her duties. It is the employee's responsibility to inform the proper supervisory personnel of his/her use of any legally prescribed medication that may impair his/her ability to safely perform the job



before the employee goes on duty or performs any work. Any information obtained from the employee's disclosure will be maintained and treated in accordance with the ADA and other applicable laws.

It is the policy of the city that the use of alcohol and illegal drugs by its employees, and impairment in the workplace due to the use of drugs and/or alcohol is prohibited and will not be tolerated. Engaging in prohibited and/or illegal conduct may lead to disciplinary action. Prohibited and/or illegal conduct includes, but is not limited to:

1. being on duty or performing work in or on city property while under the influence of drugs and/or alcohol;
2. engaging in the manufacture, sale, distribution, use, or unauthorized possession of illegal drugs at any time and of alcohol while on duty or while in or on city property;
3. refusing or failing a drug and/or alcohol test administered under this policy;
4. providing an adulterated, altered, or substituted specimen for testing;
5. use of alcohol within four hours prior to reporting for duty on schedule or use of alcohol while on-call for duty; and
6. use of alcohol or drugs within eight hours following an accident (incident) if the employee's involvement has not been discounted as a contributing factor in the accident (incident) or until the employee has successfully completed drug and/or alcohol testing procedures.

In order to educate the employees about the dangers of drug and/or alcohol abuse, the city shall sponsor annual information and education program for all employees and supervisors. Information will be provided on the signs and symptoms of drugs and/or alcohol abuse; the effects of drug and/or alcohol abuse on an individual's health, work and personal life; the city's policy regarding drugs and/or alcohol; and the availability of counseling. The Human Resources Director has been designated as the city official responsible for answering questions regarding this policy and its implementation.

All city owned or furnished property is for official use only and may be subject to inspection at any time without notice. There is no expectation of privacy in such property. Property includes, but is not limited to: vehicles, desks, containers, files, city provided cell phones, computers, and lockers. Employee-assigned lockers that are locked by the employee are also subject to inspection by the employee's supervisor in the presence of the employee after reasonable advance notice to the employee, unless such notice is waived by the City Administrator due to reasonable cause to suspect criminal activity.

Provisions of this policy apply to all employees of the city, with the exception of pre-employment, transfer, and random selection testing, which applies only to safety-sensitive positions. The policy also applies to all applicants who have been given a conditional offer of employment.

#### **7.2.1.1. Consent Form**

Before a drug and/or alcohol test is administered, employees and applicants will be asked to sign a consent form authorizing the test and permitting release of test results to the laboratory, medical review officer (MRO), Human Resources Director, or his/her designee. The consent form also provides authorization for certified or licensed attending medical personnel to take and have analyzed appropriate specimens to determine if drugs or alcohol were present in the employee's system. In the event that the applicant or employee is a minor, parental consent for drug testing will be required.

#### **7.2.1.2. Compliance with Substance Abuse Policy**

Compliance with the substance abuse policy is a condition of employment. The failure or refusal by an applicant or employee to cooperate fully by signing necessary consent forms or other required documents, or the failure or refusal to submit to any test or any procedure under this policy in a timely manner may be grounds for refusal to hire or for disciplinary action up to and including immediate termination of employment. The submission by an applicant or employee of a urine sample that is not his/her own or is adulterated may be grounds for refusal to hire or for disciplinary action up to and including immediate termination of employment.



#### **7.2.1.3. Duty to Report Convictions**

Any employee convicted of violating a criminal drug statute must inform the director of his/her department of such conviction (including pleas of guilty and *nolo contendere*) in writing within five calendar days of the conviction occurring. The organization will take appropriate action within 30 days of notification. Failure to so inform the city subjects the employee to disciplinary action up to and including termination of employment for the first offense. If appropriate, the city will notify the federal contracting officer pursuant to applicable provisions of the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act.

#### **7.2.1.4. Drug Testing Identification Requirement**

When required to appear for drug testing, an applicant or employee must present a valid government issued photo ID to the appropriate collection personnel. Failure to present a valid, government issued photo ID is equivalent to refusing to take the test, resulting in denial of employment or disciplinary action up to and including immediate termination of employment.

### **7.2.1. DRUG TESTING**

Under the drug-free workplace policy there are various reasons for the implementation of drug tests and include but are not limited to the following:

1. Deter employees from abusing drugs and alcohol.
2. Prevent the hiring of individuals who use illegal drugs.
3. Provide early identification and referral of employees who have drug and/or alcohol problems.
4. Provide a safe workplace for other employees.
5. Ensure general public safety and instill citizen confidence that employees are working safely.

The city's drug testing program will follow the Substance Abuse and Mental Health Services Administrations' (SAMHSA) mandatory guidelines for workplace drug testing which include having a MRO review the test. Testing will be done for those drugs identified in the SAMHSA guidelines (marijuana, cocaine, opiates, amphetamines and phencyclidine) for which drug laboratories are certified.

#### **7.2.1.1. TYPES OF TESTS**

##### **Pre-employment**

All applicants for employment in safety-sensitive positions who have received a conditional offer of employment with the city must submit to a drug test before receiving a final offer of employment.

##### **Transfer/Promotion**

Employees transferring/being promoted to a safety sensitive position shall undergo drug testing. If the employee tests positive, the offer of the transfer or promotion will be withdrawn and the employee may be disciplined, up to and including termination, and/or required to participate in rehabilitation as described in this policy.

##### **Post-Accident/Post Incident**

Following any workplace accident (incident) determined by supervisory personnel of the city to have resulted in property or environmental damage, or personal injury, including but not limited to a fatality or human injury requiring medical treatment, or any employee whose performance either contributed to the accident (incident), or cannot be discounted as a contributing factor to the accident (incident), and who is reasonably suspected of possible drug use as determined during a routine post-accident (post-incident) investigation, or who receives a citation for a moving violation arising from the accident (incident) will be required to take a post-accident (post-incident) drug test.

Post-accident (post-incident) testing shall be carried out within eight hours following the accident (incident). Urine collection for post-accident (post-incident) testing may be monitored or observed at the established collection site(s).

Following all workplace accidents (incidents) where drug testing is to be performed, unless otherwise specified by the department head, any affected employees who are ambulatory will be taken by a supervisor or designated personnel of the city to the designated urine specimen collection site. In the event of an accident (incident) occurring after regular work hours, the employee(s) will be taken to the testing site as soon as is practical within the time limits indicated above. No employee shall consume drugs prior to completing the post-accident (post-incident) testing procedures.

Any affected employee who is seriously injured, non-ambulatory, and/or under professional medical care following an accident (incident) shall consent to the obtaining of specimens for drug testing by qualified, licensed attending medical personnel and consent to the testing of the specimens. Consent shall also be given for the attending medical personnel and/or medical facility (including hospitals) to release to the MRO of the city appropriate and necessary information or records that would indicate only whether or not specified prohibited drugs (and what amounts) were found in the employee's system. Each employee shall grant consent at the implementation date of the substance abuse policy of the city or upon hiring following the implementation date.

Post-accident (post-incident) urinary testing may be impossible for unconscious, seriously injured, or hospitalized employees. If this is the case, certified or licensed attending medical personnel shall take and have analyzed appropriate specimens to determine if drugs were present in the employee's system. Only an accepted method for collecting specimens will be used. Any failure to do post-accident (post-incident) testing within eight hours must be fully documented by the attending medical personnel.

In instances where post-accident (post-incident) testing is to be performed, the city reserves the right to direct the MRO to instruct the designated laboratory to perform additional testing on submitted urine specimens for possible illegal/illegitimate substances. Any testing for additional substances listed under the Tennessee Drug Control Act of 1989 as amended shall be performed at the urinary cutoff level that is normally used for those specific substances by the laboratory selected.

#### **Testing Based on Reasonable Suspicion**

Reasonable suspicion testing is also referred to as probable cause testing and is required for any employee where there is reasonable suspicion to believe the employee is using or is under the influence of drugs.

The decision to test for reasonable suspicion must be based on a reasonable and articulate belief that the employee is using or has used drugs. This belief should be based on recent, physical, behavioral or performance indicators of possible drug use. Possible causes requiring a testing of reasonable suspicion include specific, objective, and articulable facts concerning appearance, behavior, speech, body odors or performance. One supervisor who has received drug detection training that complies with DOT regulations must make the decision to test and must observe the employee's suspicious behavior. Among other things, such facts and inferences may be based upon, but not limited to, the following, as provided by Tennessee Code Annotated § 50-9-103 and Tenn. Comp. R. and Reg. 0800-02-12-.03(21)

- (A) Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse;
- (B) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- (C) A report of substance abuse provided by a reliable and credible source;
- (D) Evidence that an individual has tampered with any substance abuse test during his or her employment with the city;
- (E) Information that an employee has caused or contributed to an accident while at work;



- (F) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment; or
- (G) Involvement in an accident which results in an injury to another individual or in property damage exceeding five thousand dollars (\$5,000.00), or such minimum amount as set by U.S.DOT Guidelines, if less.

Supervisory personnel of the city making a determination to subject any employee to drug testing based on reasonable suspicion are required to detail in writing the specific facts, symptoms, or observations that reasonable suspicion existed to warrant the testing of the employee on the Supervisor checklist for Alcohol/Substance Abuse form. This form shall be forwarded to the appropriate Department Head who shall immediately forward the form to the Human Resources Director within two (2) hours of the decision to test. Urine collection for reasonable suspicion testing may be monitored or observed.

If an employee is required to submit to reasonable suspicion drug and/or alcohol testing, the employee's supervisor, Department Head, or Human Resources shall drive the employee to the testing center if needed. The employee shall not be allowed to return to work until the test results are received by Human Resources. The employee will be required to use any available paid time off until test results are received. The employee shall not be allowed to drive his/her personal vehicle from City property prior to receiving the results.

#### **Random Testing – Safety Sensitive Positions**

Random testing shall be unannounced. Every employee in the random testing pool has an equal chance of being chosen for testing every time a random selection is drawn. Only employees of the city holding safety sensitive positions are subject to random drug testing. Safety-sensitive positions include police officers, firefighters, positions requiring a commercial driver's license public works and stormwater equipment operators, and wastewater plant and collections operations. While positions requiring a commercial driver's license are also considered safety sensitive positions, CDL holders will be tested in a separate pool pursuant to federal requirements at set forth in a separate section of this policy.

A minimum of fifteen (15) minutes and a maximum of two (2) hours will be allowed between notification of an employee's selection for random urine drug testing and the actual presentation for specimen collection.

Random donor selection dates will be unannounced and occur with regular frequency. Some employees may be tested more than once each year while others may not be tested at all, depending on the random selection.

If an employee is unavailable to produce a specimen (i.e., vacation, sick day, out of town, work-related causes, etc.) on the date random testing occurs, the city may omit that employee from random testing or await the employee's return to work.

#### **Random Testing – Commercial Driver's License Holders**

Positions requiring a commercial driver's license ("CDL") are considered safety sensitive positions and will be tested in a separate pool pursuant to federal requirements.

Random testing shall be unannounced. Every employee in the CDL random testing pool has an equal chance of being chosen for testing every time a random selection is drawn. It is the policy of the city to annually perform random tests for drugs on at least fifty percent (50%) of the total number of drivers required to possess or obtain a commercial driver's license (CDL).

A minimum of fifteen (15) minutes and a maximum of two (2) hours will be allowed between notification of an employee's selection for random urine drug testing and the actual presentation for specimen collection.

Random donor selection dates will be unannounced and occur with regular frequency. Some employees may be tested more than once each year while others may not be tested at all, depending on the random selection.



If an employee is unavailable to produce a specimen (i.e., vacation, sick day, out of town, work-related causes, etc.) on the date random testing occurs, the city may omit that employee from random testing or await the employee's return to work.

#### **Return-to-Duty and Follow-Up**

Any employee of the city who has violated the prohibited drug conduct standards must submit to a return-to-duty test, as provided in the return-to-work agreement. Follow-up tests, also referred to as post rehabilitation testing, will be unannounced, and provided in the return-to-work agreement. Follow-up testing may be extended for up to twelve (12) months following return to duty for safety-sensitive positions.

The employee may be required to pay for his or her return-to-duty and follow-up tests accordingly.

Testing will also be performed on employees in safety-sensitive positions returning from leave or special assignment in excess of six (6) months.

#### **7.2.1.2. PROHIBITED DRUGS**

The substances for which testing is commonly performed are those that the National Institute for Drug Abuse (NIDA) designated as "illegal" drugs for purposes of the Federal Drug Testing programs. All drug results will be reported to the MRO. If verified by the MRO, they will be reported to the **Human Resources Director**. The following is a list of drugs for which tests will be routinely conducted:

1. Amphetamines
2. Marijuana (cannabinoids)
3. Cocaine (benzoyllecgonine)
4. Opiates (codeine, morphine, heroin)
5. PCP (phencyclidine)
6. 6-Acetylmorphine (heroin)
7. MDMA (ecstasy)

The city may test for additional substances listed under the Tennessee Drug Control Act of 1989 (as amended).

#### **7.2.1.3. COLLECTION PROCEDURES**

Testing will be accomplished as non-intrusively as possible. Affected employees, except in cases of random testing, will be taken by a supervisor or designated personnel of the city to a drug test collection facility selected by the city where a urine sample will be taken from the employee in private. The urine sample will be immediately sealed by personnel overseeing the specimen collection after first being examined by these personnel for signs of alteration, adulteration, or substitution. The sample will be placed in a secure mailing container. The employee will be asked to complete the chain-of-custody form to accompany the sample to a laboratory selected by the city to perform the analysis on collected urine samples. The chain-of-custody form is required in order to prove that a sample that tested positive for drugs or alcohol is actually the sample from the employee who is being tested.

#### **7.2.1.4. DRUG TESTING LABORATORY STANDARDS AND PROCEDURES**

The Department of Health and Human Services (DHHS)/Substance Abuse and Mental Health Services Administration (SAMHSA) has established standardized procedures and cutoff levels that are followed by several federal agencies, DOT and various private and governmental regulations. All collected urine samples will be sent to an authorized laboratory that is certified and monitored by the federal Department of Health and Human Services (DHHS).

The Omnibus Act requires that drug testing procedures include split specimen procedures. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of drugs, the employee has 72 hours to request sending the split specimen to another federal Department of Health and Human Services (DHHS) certified laboratory for analysis. The employee will be required to pay for his or her split specimen test(s).

For the employee's protection, the results of the analysis will be confidential except for the testing laboratory. After the MRO has determined a positive test result, the employee will be notified, and the MRO will notify the Human Resources Director.

#### **7.2.1.5. REPORTING AND REVIEWING**

The city will designate a MRO to receive, report, and file testing information transmitted by the laboratory. This person shall be a licensed physician with knowledge of substance abuse disorders.

1. The laboratory shall report test results only to the designated MRO, who will review them in accordance with accepted guidelines and the procedures adopted by the city.
2. Reports from the laboratory to the MRO shall be in writing or by fax. The MRO may talk with the employee by telephone upon exchange of acceptable identification.
3. The testing laboratory, collection site personnel, and MRO shall maintain security over the testing data and limit access to such information to the following: the respective department head, the Human Resources Director, and the employee.
4. Neither the city, the laboratory, nor the MRO shall disclose any drug test results to any other person except under written authorization from the affected employee, unless such results are necessary in the process of resolution of accident (incident) investigations, requested by court order, or required to be released to parties (i.e., DOT, the Tennessee Department of Labor, etc.) having legitimate right-to-know as determined by the city attorney.

#### **7.2.2. ALCOHOL TESTING**

An applicant or employee must carry and present a valid government issued photo ID to the appropriate personnel during testing. Failure to present photo identification is equivalent to refusing to take the test.

##### **7.2.1.1. TYPES OF TESTS**

###### **Post –Accident/Post Incident Testing**

Following any workplace accident (incident) determined by supervisory personnel of the city to have resulted in property or environmental damage or in personal injury, including but not limited to a fatality or human injury requiring medical treatment, each employee whose performance either contributed to the accident (incident) or cannot be discounted as a contributing factor to the accident (incident) and who is reasonably suspected of possible alcohol use as determined during a routine post-accident (post-incident) investigation or who receives a citation for a moving violating arising from the accident may be required to take a post-accident (post-incident) alcohol test.

Post-accident (post-incident) testing shall be carried out within two hours following the accident (incident) under the following circumstances.

Following all workplace accidents (incidents) where alcohol testing is to be performed, unless otherwise specified by the Human Resources Director affected employees who are ambulatory will be taken by a supervisor or designated personnel of the city to the designated breath alcohol test site for a breath alcohol test within two hours following the accident. In the event of an accident (incident) occurring after regular



work hours, the employee(s) will be taken to the testing site within (2) two hours. No employee shall consume alcohol prior to completing the post-accident (post-incident) testing procedures.

No employee shall delay his/her appearance at the designated collection site(s) for post-accident (post-incident) testing. Any unreasonable delay in appearing for alcohol testing shall be considered a refusal to cooperate with the substance abuse program of the city and shall result in disciplinary action.

An affected employee who is seriously injured, non-ambulatory, and/or under professional medical care following a significant accident (incident) shall consent to the obtaining of specimens for alcohol testing by qualified, licensed attending medical personnel and consent to specimen testing. Consent shall also be given for the attending medical personnel and/or medical facility (including hospitals) to release to the MRO of the city appropriate and necessary information or records that would indicate only whether or not specified prohibited alcohol (and what amount) was found in the employee's system. Consent shall be granted by each employee at the implementation date of the substance abuse policy of the city or upon hiring following the implementation date.

Post-accident (post-incident) breath alcohol testing may be impossible for unconscious, seriously injured, or hospitalized employees. If this is the case, certified or licensed attending medical personnel shall take and have analyzed appropriate specimens to determine if alcohol was present in the employee's system. Only an accepted method for collecting specimens will be used. Any failure to do post-accident (post-incident) testing within two hours must be fully documented by the attending medical personnel.

#### **Testing Based on Reasonable Suspicion**

An alcohol test is required for each employee where there is reasonable suspicion to believe the employee is using or is under the influence of alcohol.

The decision to test for reasonable suspicion must be based on a reasonable and articulate belief that the employee is using or has used alcohol. This belief should be based on recent physical, behavioral, or performance indicators of possible alcohol use. One supervisor who has received alcohol detection training that complies with DOT regulations must make the decision to test and must observe the employee's suspicious behavior.

Supervisory personnel of the city making a determination to subject any employee to drug testing based on reasonable suspicion are required to detail in writing the specific facts, symptoms, or observations that reasonable suspicion existed to warrant the testing of the employee on the Supervisor checklist for Alcohol/Substance Abuse form. This form shall be forwarded to the appropriate Department Head who shall immediately forward the form to the Human Resources Director within two (2) hours of the decision to test. Urine collection for reasonable suspicion testing may be monitored or observed.

#### **Random Testing – Commercial Driver's License Holders**

Positions requiring a commercial driver's license are considered safety-sensitive positions and will be tested in a separate pool pursuant to federal requirements. It is the policy of the city to annually random test for alcohol at least ten percent (10%) of the total number of drivers required to possess or obtain a commercial driver's license (CDL).

A minimum of fifteen (15) minutes and a maximum of two (2) hours will be allowed between notification of an employee's selection for random alcohol testing and the actual presentation for testing.

Random test dates will be unannounced with regular frequency. Some employees may be tested more than once each year while others may not be tested at all, depending on the random selection.



If an employee is unavailable to produce a specimen (i.e., vacation, sick day, out of town, work-related causes, etc.) on the date random testing occurs, the city may omit that employee from random testing or await the employee's return to work.

### **Return-to-Duty and Follow-Up**

Any employee of the city who has violated the prohibited alcohol conduct standards must submit to a return-to-duty test, as provided in the return-to-work agreement. Follow-up tests, also referred to as post rehabilitation testing, will be unannounced, and provided in the return-to-work agreement. Follow-up testing may be extended for up to twelve (12) months following return to duty for safety-sensitive positions.

The employee may be required to pay for his or her return-to-duty and follow-up tests accordingly.

### **7.2.1.1. ALCOHOL TESTING PROCEDURES**

All breath alcohol testing conducted for the city will be performed using evidential breath testing (EBT) equipment and personnel approved by the National Highway Traffic Safety Administration (NHTSA).

1. Step One: An initial breath alcohol test will be performed using a breath alcohol analysis device approved by the National Highway Traffic Safety Administration (NHTSA). If the measured result is less than 0.02 percent breath alcohol level (BAL), the test will be considered negative. If the result is greater or equal to 0.04 BAL, the result will be recorded and witnessed, and the test shall proceed to Step Two.
2. Step Two: Fifteen minutes will be allowed to pass following the completion of Step One above. Before the confirmation test or Step Two is administered for each employee, the breath alcohol technician shall insure that the evidential breath testing device registers 0.00 on an air blank. If the reading is greater than 0.00, the breath alcohol technician will conduct one more air blank. If the reading is greater than 0.00, testing shall not proceed using that instrument. However, testing may proceed on another instrument. Then Step One will be repeated using a new mouthpiece and either the same or equivalent but different breath analysis device.

The breath alcohol level detected in Step Two shall be recorded and witnessed.

If the lower of the breath alcohol measurements in Step One and Step Two is 0.04 percent or greater, the employee shall be considered to have failed the breath alcohol test.

Any breath alcohol level found between 0.02 percent BAL and 0.04 percent BAL shall result in the employee's removal from duty without pay for a minimum of 24 hours. In this situation, the employee must be retested by breath analysis and found to have a BAL of up to 0.02 percent before returning to duty with the city.

All breath alcohol test results shall be recorded by the technician and shall be witnessed by the tested employee and by a supervisory employee of the city when possible.

The completed breath alcohol test form shall be submitted to the Human Resources Director.

### **7.2.3. OPPORTUNITY TO CONTEST OR EXPLAIN TEST RESULTS**

Employees and job applicants who have a positive confirmed drug or alcohol test result may explain or, after requesting the testing of the split specimen, contest the result to the medical review officer within five (5) working days after receiving written notification of the test result from the medical review officer. As provided in *Tennessee Code Annotated § 50-9-116*, the medical review officer shall only consider prescriptions issued within six (6) months prior to a positive confirmed drug result for purposes of determining a valid prescription and immunity from actions required by this policy following a positive confirmed drug result. If an employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result

back to the city. An employee may contest the drug test result pursuant to rules adopted by the Drug Free Workplace Program of the Tennessee Bureau of Workers' Compensation.

#### **7.2.4. EDUCATION AND TRAINING**

##### **7.2.4.1 All Newly Hired Employees**

The city will sponsor a drug-free awareness program for all newly hired employees consisting of 60 minutes of training. Existing employees who have undergone such training at least once previously must, at minimum, acknowledge annually in writing the existence of the city's drug-free workplace policy.

##### **7.2.4.2. Supervisory Personnel Who Will Determine Reasonable Suspicion Testing**

In addition to the training for all employees, supervisory personnel who will determine whether an employee must be tested based on reasonable suspicion and all persons who supervise CDL drivers subject to these regulations will be trained to include at the minimum two 60-minute periods of training on the specific, contemporaneous, physical, behavioral, and performance indicators of both probable drug use and alcohol use. One 60-minute period will be for drugs, and one 60-minute period will be for alcohol.

##### **7.2.4.3. Distribution of Information**

The minimal distribution of information for all employees will include the display and distribution of:

1. informational material on the effects of drug and alcohol abuse;
2. an existing community services hotline number, available drug counseling, rehabilitation, and employee assistance programs for employee assistance;
3. the city's policy regarding the use of prohibited drugs and/or alcohol; and
4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

#### **7.2.5. CONSEQUENCES OF A CONFIRMED POSITIVE DRUG AND OR ALCOHOL TEST RESULT AND/OR VERIFIED POSITIVE DRUG AND/OR ALCOHOL TEST RESULT**

One of the goals of the city's drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an employee violates the policy, the consequences may result in disciplinary action up to and including termination of employment.

Job applicants will be denied employment with the city if their initial positive pre-employment drug test results have been confirmed and/or verified.

If a current employee's positive drug and alcohol test result has been confirmed, the employee is subject to immediate removal from any safety-sensitive function and may be subject to disciplinary action, up to and including termination. The city reserves the right to allow employees to participate in an education and/or treatment program approved by the city's Employee Assistance Program as an alternative to or in addition to disciplinary action. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in and complete the program.

No disciplinary action may be taken pursuant to this drug policy against employees who voluntarily identify themselves as drug users, obtain counseling and rehabilitation through the city's Employee Assistance Program or other program sanctioned by the city, agree to and successfully complete the terms of a return-to-work agreement, and thereafter refrains from violating the city's policy on drug and alcohol abuse. However, voluntary identification will not prevent removal from safety-sensitive functions or disciplinary action for the violation of the city's drug and alcohol testing policies and regulations, nor will it relieve the employee of any requirements for return to duty testing. (See Section 7.2.7. – Voluntary Disclosure)



#### **7.2.6. REFUSAL TO CONSENT TO TESTING**

Refusing to submit to an alcohol or drug test means that an employee: (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing in accordance with the provisions of this part; (2) fails to provide adequate urine for drug testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this part; (3) engages in conduct that clearly obstructs the testing process; or (4) any other action specified in this policy as a refusal to submit. In either case the physician or breath alcohol technician shall provide a written statement to the city indicating a refusal to test.

#### **7.2.7. RETURN-TO-WORK AGREEMENT**

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a return-to-work agreement as a condition of continued employment. A return-to-work agreement (RTWA) is a written document that sets forth the expectations that the city has for completing rehabilitation, return-to-work testing, and follow-up post-rehabilitation testing. RTWA may also include completion of return-to-duty recommendations from the substance abuse professional. RTWA also sets forth the consequences if the expectations are not met. This agreement will be used if an employee has violated the drug-free workplace policy and has been provided the opportunity to participate in rehabilitation as a condition of continued or re-employment, or voluntarily identifies as a drug user, obtains counseling and rehabilitation through the city's Employee Assistance Program or other program sanctioned by the city.

If an employee has the capacity to consent to such agreement prior to entering rehabilitation, an agreement shall be executed prior to the employee entering rehabilitation. If the employee does not have the capacity to consent to such agreement prior to entering rehabilitation, an agreement shall be executed prior to the employee returning to work.

#### **7.2.7. VOLUNTARY DISCLOSURE OF DRUG AND/OR ALCOHOL USE**

In the event that an employee of the city is dependent upon or an abuser of drugs and/or alcohol and sincerely wishes to seek professional medical care, that employee should voluntarily discuss his/her problem with the Human Resources Director in private.

Such voluntary desire for help with a substance abuse problem may be honored by the city. If substance abuse treatment is required, the employee will be removed from service pending completion of the treatment. Voluntary disclosure must occur before an employee is notified of or otherwise becomes subject to a pending drug and/or alcohol test.

Affected employees of the city are entitled to up to thirty (30) consecutive calendar days for initial substance abuse treatment as follows:

1. The employee must use all vacation, sick and compensatory time available/ all sick time available/ all vacation time available/ all compensatory time available). Any leave for substance abuse treatment shall run concurrently with any applicable Family Medical Leave.
2. In the event accumulated annual/vacation, sick, and compensatory time is insufficient to provide the medically prescribed and needed treatment up to a maximum of thirty (30) consecutive calendar days, the employee will be provided unpaid leave for the difference between the amount of accumulated leave and the number of days prescribed and needed for treatment up to the maximum 30-day treatment period.

Prior to any return-to-duty consideration of an employee following voluntary substance abuse treatment, the employee shall obtain a return-to-duty recommendation from the substance abuse professional (SAP) monitoring the employee's treatment. The SAP may suggest conditions of reinstatement of the employee that may include after-care and return-to-duty and/or follow-up drug and alcohol testing requirements. The respective Department Head, Human Resources Director, and City Administrator of the city will consider each case individually and set forth final conditions of reinstatement to duty. These conditions of reinstatement must be met by the employee. Failure of the employee to



complete treatment or follow after-care conditions, or subsequent failure of any drug or alcohol test under this policy will result in disciplinary action up to, and including, dismissal.

These provisions apply to voluntary disclosure of a substance abuse problem by an employee of the city. Voluntary disclosure provisions do not apply to applicants. Employees testing positive during drug and/or alcohol testing under this policy are subject to disciplinary action.

#### **7.2.8. EXCEPTIONS**

This policy does not apply to lawful possession, use or provision of alcohol and/or drugs by employees in the context of authorized work assignments (i.e., undercover police enforcement, intoxilyzer demonstrations). In all cases, it is the individual employee's responsibility to ensure that job performance is not adversely affected by the lawful possession, use, or provision of alcohol and/or drugs.

#### **7.2.8. EMPLOYEE CONFIDENTIALITY/PROTECTION**

The information received by the city through the drug-free workplace program will be maintained as confidential to the extent authorized by law.

#### **7.2.9. CLEARINGHOUSE REPORTING REQUIREMENTS**

As part of the continuing efforts to promote safe roadways and to ensure only qualified CDL drivers are performing safety-sensitive duties, a database was created that will contain pertinent information containing CDL drivers' drug and alcohol testing violations. Employers will be required to query the data base on an annual basis for current employees and as part of the pre-employment screening process for all covered prospective employees.

The following outlines the responsibilities for the reporting entity and when and what information is required to be reported to the clearinghouse. They are as follows:

- Prospective/Current Employer of CDL Driver must report within 3 business days:
- An alcohol confirmation test with a concentration of 0.04 or higher.
- Refusal to test (alcohol) as specified in 49 CFR 40.261.
- Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.
- Actual knowledge, as defined in 49 CFR 382.107, that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance.
- Negative return-to-duty test results (drug and alcohol testing, as applicable)
- Completion of follow-up testing.
- Medical Review Officer (MRO) must report within 2 business day:
- Verified positive, adulterated, or substituted drug test result.
- Refusal to test (drug) requiring a determination by the MRO as specified in 49 CFR 40.191.
- Substance Abuse Professional (SAP) must report within one business day: Successful completion of treatment and/or education and the determination of eligibility for return-to-duty testing (identification of driver and date the initial assessment was initiated).

**CITY OF WHITE HOUSE  
PERFORMANCE CORRECTION NOTICE**

**Employee Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Supervisor / Mgr:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Discipline Level:**

☐ Oral Reprimand

☐ Written Reprimand

☐ Suspension ~~PAID~~ UNPAID

☐ ~~Suspension UNPAID~~ Demotion

**Nature of Incident:**

☐ Policy / Procedure Violation

☐ Behavior / Conduct Violation

*(Check all that apply)*

☐ Performance Issue

☐ Attendance Violation

**Description of Incident and Supporting Details:** *(include time, place, date, witnesses, etc. - attach additional supporting documentation if necessary)*

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**Performance Improvement Plan:** *(provide measurable improvement goals, special direction, training, etc. as needed)*

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**Outcomes and Consequences:** *(provide timelines, probationary periods, etc. and expectations if recurrence of violation)*

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**Employee Comments Rebuttal:** *(attach additional sheets if necessary)*

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**Employee Acknowledgement:** I have received a copy of this notification. It has been discussed with me, and I have been advised to take time to consider prior to signing. By signing this document, I commit to follow the standards of performance and conduct outlined in the City of White House Personnel Manual.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Human Resources Signature: \_\_\_\_\_

Date: \_\_\_\_\_

City Administrator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Original: Human Resources*

*Copy: Employee*

**RESOLUTION 22-10**

**A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, AUTHORIZING PARTICIPATION  
IN THE JAMES L. RICHARDSON "DRIVER SAFETY" MATCHING GRANT PROGRAM**

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

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

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

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

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

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

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

Adopted this 15<sup>th</sup> day of September 2022.

\_\_\_\_\_  
Farris H. Bibb, Mayor

ATTEST:

\_\_\_\_\_  
Derek Watson, City Recorder





# 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

**Selena McCall**  
Assistant Director

**Linda Brooks**  
Office Administrator

**Steven Russell**  
Park Maintenance Supervisor

## **MEMORANDUM**

Date: September 6, 2022

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

From: Kevin Whittaker, Director of Parks and Recreation

Re: Community Room Rental Fees

The Parks & Recreation Department will be taking over the responsibility of the Community Room in the new Community Center. In doing so, the room will need a fee structure so that the community may begin using it. The Leisure Service Board and Parks Department have worked together to come up with pricing that we think reflects the intended purpose of this facility while covering our costs and liability. The pricing structure is as follows:

- \$100 refundable deposit for the room itself
- \$75/hr. – includes the space with tables, chairs and warming kitchen access
- Audio / Visual Access: \$250 flat fee plus \$250 refundable deposit
- Stage Access: \$250 flat fee plus \$250 refundable deposit
- Room Setup Fee (Optional): \$100 flat fee
- *Non-profit Organizations will receive a 50% discount on the hourly rate for the room. All other fees will still apply.*

I am requesting that the Board of Mayor and Aldermen approve this fee structure for the Community Room.

Thank You

**RESOLUTION 22-11**

**A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, ESTABLISHING A SCHEDULE OF FEES FOR THE RENTAL OF THE DONALD L. EDEN COMMUNITY ROOM.**

**WHEREAS**, the staff in the Parks and Recreation Department periodically review the cost of fees and charges for city-owned rental facilities; and

**WHEREAS**, on Thursday, September 1, 2022, the City of White House Leisure Services Board approved Establishing the rental fees of the Donald L. Eden Community Room; and

**NOW, THEREFORE**, the Board of Mayor and Aldermen of the City of White House do hereby establish by resolution the following schedule of fees for the Donald L. Eden Community Room:

|                                                                                                                               | <b>Fee Amount</b>                              |
|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| Rental Fee – including space with tables, chairs, and warming kitchen access                                                  | \$75/hr                                        |
| Refundable Deposit for Room Rental Fee                                                                                        | \$100                                          |
| Audio/Visual Access                                                                                                           | \$250 flat fee with a \$250 refundable deposit |
| Stage Access                                                                                                                  | \$250 flat fee with a \$250 refundable deposit |
| Room Setup Fee (Optional)                                                                                                     | \$100 flat fee                                 |
| <i>Non-profit Organizations will receive a 50% discount on the hourly rate for the room. All other fees will still apply.</i> |                                                |

Adopted this 15<sup>th</sup> day of September 2022.

\_\_\_\_\_  
Farris H. Bibb, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Derek Watson, City Recorder

**RESOLUTION 22-12**

**A RESOLUTION TO DELGATE TO THE ROBERTSON COUNTY EMERGENCY COMMUNICATIONS E-911 DISTRICT THE AUTHORITY TO NUMBER STREETS WITHIN THE MUNICIPAL JURISDICTION OF WHITE HOUSE, TENNESSEE.**

**WHEREAS**, pursuant to Tennessee law, the Robertson County Emergency 911 Communications District ("the District") was previously established, and by Resolution No. 8178736, approved on August 17, 1987 by the Robertson County Commission, authority was granted to the District to adopt a numbering system for buildings and property along the roads and streets of said County; and

**WHEREAS**, Tennessee Code Annotated 7-86-127 grants to each incorporated City the right to name streets and to perform the street numbering function described above for roads and streets within its municipal jurisdiction; and

**WHEREAS**, it also appears that pursuant to said law, each City may delegate to the E-911 District in that County the right to perform this street numbering function and the right to name and rename streets, but as to the street naming, such action must be approved by the legislative body of each City; and

**WHEREAS**, the undersigned City desires for the District to perform the street numbering function as the District already has in place personnel and policies and procedures to perform that function, and the District has agreed to perform that function within each City.

**NOW, THEREFORE, BE IT RESOLVED** that, pursuant to Tennessee Code Annotated 7-86-127, the City of White House does hereby delegate to the District that function of numbering streets and roads within the municipal jurisdiction of White House.

Adopted this 15<sup>th</sup> day of September 2022.

\_\_\_\_\_  
Farris H. Bibb, Mayor

ATTEST:

\_\_\_\_\_  
Derek Watson, City Recorder



LAW OFFICES  
**RICHERT DILLIHA**  
PLLC

Clyde W. Richert III  
Gary L. Dilliha  
Jarod C. Richert

516 South Main Street  
Springfield, TN 37172  
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August 9, 2022

VIA US MAIL

Mr. Wayne Evans  
City of Adams, Mayor  
PO Box 67  
Adams, TN 3710

Ms. Becca Werner  
City of Coopertown, Mayor  
2525 Burgess Gower Road  
Springfield, TN 37172

Mr. Barry Faulkner  
City of Cross Plains, Mayor  
7622 Hwy 25 East  
Cross Plains, TN 37049

Tom Richards  
City Of Cedar Hill, Mayor  
PO Box 113  
Cedar Hill, TN 37032

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

Mr. Lanny Adcock  
City of Greenbrier, Mayor  
PO Box 466, 202 W. College Street  
Greenbrier, TN 37073

Mr. Alfred Brickles  
City of Orlinda, Mayor  
PO Box 95, 1203 E. Church  
Orlinda, TN 37142

Mr. Timothy Shaw  
City of Ridgetop, Mayor  
1730 Hwy 41S  
Ridgetop, TN 37152

Ryan Martin  
Springfield City Manager  
405 N. Main Street  
Springfield, TN 37172

Re: **Robertson County E911**

Dear Mayor and/or City Manager:

First, as County Attorney and on behalf of the E911 Board, we appreciate the joint participation of your City in all 911 matters over the years. If you have not already signed and returned your copy of the new fiscal year payment document for 911 services, which became effective 7/1/22, please give Rachel a call at the Center to advise when that might be expected.


The Board has been looking over its property re-numbering policy and procedures. It has come to their attention that, pursuant to Tennessee Code Annotated 7-86-127, each incorporated City retains the right to: (1) name and re-name streets within each municipal jurisdiction, and (2) the right to adopt property numbering on each City Street. I enclose a copy of this Code section.

However, by agreement of each incorporated City, the City may delegate this right over to the local emergency communications district, but if the district changed a street name or named a new city street, that would require the approval of the municipality.

As you know for many years, the Board, through its addressing function, has performed the street numbering across the County. I don't ever see that the Board would get into the naming of streets and that would remain a sole city function. It appears that in order for the Board's numbering function to continue for your city streets, each City should approve an Ordinance or Resolution that would allow the Board to exercise this street numbering authority by delegation from the City.

Assuming this is the wish of each City, I enclose a DRAFT of an Ordinance or Resolution for your use to request that your city governing body to approve. At your request, my office will send this in electronic WORD Format for you to complete. It would be appreciated if your City Board could take a look at this as soon as possible so we may add this to our policy and procedure review process.

With best personal regards,

  
Clyde W. Richert III

CWRIII: rd

Attachments

Cc: Bruce Dean, E911 District Chairman

Billy Vogle, County Mayor

Rachael Payne, E911 Center Director

[< Previous](#)[Next >](#)**Tenn. Code Ann. § 7-86-127****Copy Citation**

Current through the 2021 Regular and First, Second, and Third Extraordinary Sessions of the 112th General Assembly.

**TN - Tennessee Code Annotated**   **Title 7 Consolidated Governments and Local Governmental Functions and Entities**   **Special Districts**   **Chapter 86 Emergency Communications**   **Part 1 Emergency Communications District Law**

**7-86-127. Street names and numbers.**

(a) Unless expressly provided otherwise by law, the authority to name public and private roads and streets, including roads and streets located within residential developments, and to assign property numbers relating to the roads and streets, is exclusively vested in the legislative bodies of counties for unincorporated areas, and municipalities within their incorporated boundaries; provided, that the exercise of this authority must be in a manner acceptable to the United States postal service.

(b) The legislative bodies of any county or municipality may delegate the authority provided under this section to the emergency communications district, if there be one; provided, that the legislative body shall approve road or street name changes made by the district under such terms as the legislative body may determine.

(c) Any county or city, including districts with delegated authority, may establish and impose reasonable fees and enforce policies relating to the changing of names of roads and streets, and may establish and enforce policies for the assignment and posting requirements of property numbers.

(d) The legislative bodies of all counties and municipalities, or their designees, shall provide their local county election commissions an updated list of any modifications or changes to all house, road, or street names or numbers every six (6) months.

(e) This section may not be construed to require a local government to maintain any portion of a road that the local government has not accepted.

**History**

Acts 1994, ch. 807, § 2; 1995, ch. 68, § 4; 1997, ch. 136, § 1; 2004, ch. 480, § 13.



# ORDINANCES....

**ORDINANCE 22-13**

**AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE ZONING  
ORDINANCE, AS INDICATED BELOW, TO PROVIDE AN AMENDMENT TO ARTICLE V,  
SECTION 5.053.2, C-2, GENERAL COMMERCIAL**

WHEREAS, the Board of Mayor and Aldermen wishes to amend the Zoning Ordinance to provide defined Development Standards for Animal Care and Veterinary Services.

**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:                      August 18, 2022                      APPROVED

Second Reading:                      September 15, 2022

\_\_\_\_\_  
Farris H. Bibb, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Derek Watson, City Recorder

### **5.053.2 C-2, General Commercial**

#### **(A) District Description**

*This district is designed to provide for certain types of commercial establishments which have a minimum of objectionable characteristics and do not involve storage, transfer or processing of goods or chattels.*

#### **(B) Uses Permitted**

1. Medical offices and clinics.
2. Office buildings for finance, insurance, real estate, legal, engineering, architectural and similar personnel.
3. Hotels and motels.
4. Churches and other places of assembly.
5. Mortuaries and undertaking services.
6. Government buildings and community centers.
7. General retail trade.
8. Entertainment and amusement.
9. Consumer repair.
10. Utility facilities (without storage yards) necessary for the provision of public services.
11. Communication business services.
12. Day Care Centers.
13. Business colleges and other similar educational services (excluding auto-diesel schools).
14. Convenience retail.
15. Apparel and accessories retail.
16. Food service.
17. Auto service stations.
- ~~18. Animal care and veterinary.~~
19. Essential municipal services.
20. Interstate Sign District (C-2) (Zoning Atlas, Dated: **(July 10, 1995)**)
21. Accessory Firework Sales.
22. Automobile sales provided buffer screen is provided and banner and flag streamers are not placed on the property.
23. Retail Package Stores

### **5.054.1 I-1, Light Industrial District**

#### **(A) District Description**

*This district is designed for a wide range of industrial and related uses which conform to a high level of performance standards. Industrial establishment of this type, within completely enclosed buildings, provide a buffer between commercial districts and other industrial uses which involve more objectionable influences. New residential development is excluded from this district, both to protect residences from an undesirable environment and to ensure the reservation of adequate areas for industrial development. Community facilities which provide needed services to industrial development are permitted.*



*(B) Uses Permitted*

*In the I-1, Light Industrial District, the following uses and their accessory uses are permitted:*

- 1. Food and kindred products manufacturing, except meat products.*
- 2. Textile mill products manufacturing except dying and finishing textiles.*
- 3. Apparel and other finished products made from fabrics, leather, and similar*
- 4. Furniture and fixtures manufacturing.*
- 5. Printing, publishing and allied industries.*
- 6. Fabricated metal products manufacturing, except ordinance and accessories.*
- 7. Professional, scientific, and controlling instruments; photographic and optical goods, watch and clock manufacturing.*
- 8. Miscellaneous manufacturing including jewelry, silverware and plated ware, musical instruments and parts, toys, amusement and sporting goods manufacturing, pens, pencils, and other office materials, costume jewelry, novelties and miscellaneous notions; tobacco manufacturing, motion picture production.*
- 9. All types of wholesale trade.*
- 10. Signs and billboards as regulated in Article IV, Section 4.080.*
- 11. Warehouse and storage uses.*
- 12. Agricultural equipment sales and repair.*
- 13. All public utilities including buildings, necessary structures, storage yards and other related uses.*
- 14. Animal health facilities including veterinary clinics.*
- 15. Building materials storage and sales.*
- 16. Retail trade.*
- 17. Professional, financial consulting and administrative services.*
- 18. Communication services.*
- 19. Commercial amusement services.*
- 20. Auto repair body shops.*
- 21. Essential municipal services.*
- 22. Animal care and veterinary.**

PURCHASING....

LAW OFFICES  
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Gary L. Dilliha  
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August 31, 2022

VIA US MAIL

Mr. Wayne Evans  
City of Adams, Mayor  
PO Box 67  
Adams, TN 3710

Mr. Lanny Adcock  
City of Greenbrier, Mayor  
PO Box 466, 202 W. College Street  
Greenbrier, TN 37073

Ms. Becca Werner  
City of Coopertown, Mayor  
2525 Burgess Gower Road  
Springfield, TN 37172

Mr. Alfred Brickles  
City of Orlinda, Mayor  
PO Box 95, 1203 E. Church  
Orlinda, TN 37142

Mr. Barry Faulkner  
City of Cross Plains, Mayor  
7622 Hwy 25 East  
Cross Plains, TN 37049

Mr. Timothy Shaw  
City of Ridgetop, Mayor  
1730 Hwy 41S  
Ridgetop, TN 37152

Ryan Martin  
Springfield City Manager  
405 N. Main Street  
Springfield, TN 37172

✓ Gerald Herman  
White House City Manager  
105 College Street  
White House, TN 37188

**Re: Motorola Emergency Comm. Equipment contract**

Dear Sir or Madam:

I have been requested to send this correspondence to each City with regard to a Contract agreement the County will enter into with the Motorola Company to provide updated emergency radio related equipment with service and training for a cost of a little over \$7,000,000. I understand these funds have been furnished to the County and various cities from the federal government and that the State of Tennessee is also lending funding assistance. I am advised that each of the above listed cities and/or your emergency and law enforcement departments have been very involved in this process over the last several months. I am also

advised that it has been agreed that each City will contribute to this project. The County Finance Office has prepared invoices that indicate the correct billing to each County and a list of each cities equipment agreed contribution of each City toward the project, copy enclosed.



There is a formal Proposal by Motorola to the County for this project dated August 5, 2022. If you would like a copy, that is available from the County Mayor's Office, 615-384-8456. I am working with Motorola with regard to the County signature on a formal Contract document and attach a copy of the latest draft which I expect will be executed by the County. The County Commission approved this project at its recent August meeting.

I am advised that it is advisable that a Memorandum of Understanding (MOU) be executed by the County with each participating City. A copy a suggested MOU document is enclosed.

It would be most appreciated if your City would review all, approve the execution of this MOU, and return to my office as County Attorney a signed copy at your earliest convenience.

Sincerely,



Clyde W. Richert III

CWRIII: cl

Attachments

Cc: Billy Vogle, County Mayor

Jody Stewart

Amanda Porter

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (which may at times be referred to herein as "the MOU", entered into by and among **ROBERTSON COUNTY, TENNESSEE**, referred to herein as "the County", and the **CITY OF WHITE HOUSE, TENNESSEE**, which may be referred to herein as "White House", and the **CITY OF SPRINGFIELD, TENNESSEE**, which may be referred to herein as "Springfield", and the **CITY OF GREENBRIER, TENNESSEE**, which may be referred to herein as "Greenbrier", and the **TOWN OF COOPERTOWN, TENNESSEE**, which may be referred to herein as "Coopertown", and the **CITY OF RIDGETOP, TENNESSEE**, which may be referred to herein as "Ridgetop", and the **CITY OF CROSS PLAINS, TENNESSEE**, which may be referred to herein as "Cross Plains", and the **CITY OF ORLINDA, TENNESSEE**, which may be referred to herein as "Orlinda", and the **CITY OF ADAMS, TENNESSEE**, which may be referred to herein as "Adams".

Further, all of the municipal parties may be referred to at times as "the Cities" and all of the Cities and the County together may be referred to as "the Parties".

### **WITNESSETH:**

WHEREAS, the County through its EMA, law enforcement and emergency responding agencies, initially entered into discussions with MOTOROLA SOLUTIONS, INC., referred to herein as "Motorola" regarding the purchase of a certain emergency radio and communication system, which includes service and training, and which may be referred to as "the System"; and

WHEREAS, during such period of discussion, all of the above Cities became involved regarding their desire to upgrade their emergency communications ability, and representatives of the Cities have participated with the County in such discussions with Motorola; and

WHEREAS, these discussions have led to the presentation to the County by Motorola of a Proposal for the installation of its Astro P25 land mobile radio (LMR) network, known as the Tennessee Advanced Communications Network (TACN), such proposal dated August 5, 2022, which is referred to herein as "the Proposal", a copy of such Proposal incorporated by reference herein; and

WHEREAS, each City acknowledges that it has either received a copy of the Proposal, or at least has been afforded the opportunity to obtain a full copy of the Proposal, and each City acknowledges that it is familiar with the terms and conditions of the Proposal; and

WHEREAS, Motorola is requesting that the County execute a Contract for the purchase of the System, a copy attached hereto as Exhibit "A", referred to herein as "the Contract"; and

WHEREAS, the Contract, obligates the County to pay to Motorola for the communications System, upon the terms therein described, the amount of \$7,449,988; and



WHEREAS, the County has available to it certain federal funds from the American Rescue Plan Act to apply toward the purchase, and the State of Tennessee has committed to also fund a portion of said purchase as the Tennessee Highway Patrol will benefit from the purchase and installation of the System with each of the Cities above named have also agreed to assist in the funding and purchase of the System; and

WHEREAS, the equipment to be received by each participating City as set forth in "Exhibit B – 1 through 8", attached hereto; and

WHEREAS, it is the purpose of this MOU to set forth the agreements of the parties with respect to these matters.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Each Party acknowledges as accurate the recitations above.
2. Each City acknowledges that it will receive those items of equipment as listed by the Invoice attached to this MOU as Exhibit B 1-8 as particular to each City.
3. Each City agrees to pay to the County, as partial reimbursement to the County, that amount indicated by each City invoice as attached hereto. Such payment will be made upon Contract signing by the County. The parties acknowledge that without the financial participation of the Cities, the County would not enter into this Motorola Contract, such that the payment by the Cities as set forth herein is essential to the Counties ability to enter into and perform the Contract.
4. The Cities agree as to the benefit to be received by each of them from the Contract and the equipment/services to be performed. Accordingly, each City agrees to co-operate and assist the County in the performance of the Contract, and to work with Motorola in a timely and reasonable manner in the purchase, installation, service and training to be received by each City.
5. Each City, by signature of its representative Mayor affixed hereto, acknowledges that it's approval of this MOU, with attachments, has been validly approved by each City, and that each respective Mayor has been legally authorized to enter into this MOU, and that such MOU is binding on each City according to its terms.
6. This MOU, together with the attachments hereto, represents the agreement of the parties with respect to these matters. The parties understand that as the implementation of this contract and purchase of the equipment goes forward, all parties will be required to work and communicate together in a productive, timely, and reasonable manner.
7. Although not anticipated, if there is a material breach of this Contract by any party, the prevailing party will be entitled to recover any expenses related to such breach, including but not limited to its reasonable attorney fee.



**ROBERTSON COUNTY, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
WILLIAM A. VOGLE, County Mayor

**CITY OF SPRINGFIELD, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
ANN SCHNEIDER, Mayor

**CITY OF WHITE HOUSE, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
FARRIS BIBB, Mayor

**CITY OF ADAMS, TENNESSEE:**

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
WAYNE EVANS, Mayor

**CITY OF RIDGETOP, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
TIMOTHY SHAW, Mayor

**CITY OF CROSS PLAINS, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
BARRY FAULKNER, Mayor

**CITY OF ORLINDA, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
ALFRED BRICKLES, Mayor

**TOWN OF COOPERTOWN, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
BECCA WERNER, Mayor

**CITY OF GREENBRIER, TENNESSEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
LANNY ADCOCK, Mayor

## Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Robertson County, Tennessee ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

### Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement:

- Exhibit A "Motorola Software License Agreement"
- Exhibit B "Payment"
- Exhibit C Technical and Implementation Documents
  - C-1 "System Description" dated \_\_\_\_\_
  - C-2 "Pricing Summary & Equipment List" dated \_\_\_\_\_
  - C-3 "Implementation Statement of Work" dated \_\_\_\_\_
  - C-4 "Acceptance Test Plan" or "ATP" dated \_\_\_\_\_
  - C-5 "Performance Schedule" dated \_\_\_\_\_
- Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

**"Acceptance Tests"** means those tests described in the Acceptance Test Plan.

**"Addendum (Addenda)"** is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

**"Administrative User Credentials"** means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

**"Beneficial Use"** means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

**"Confidential Information"** means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination,



testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**“Contract Price”** means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

**“Deliverables”** means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

**“Derivative Proprietary Materials”** means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

**“Effective Date”** means that date upon which the last Party executes this Agreement.

**“Equipment”** means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

**“Force Majeure”** means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

**“Motorola Software”** means software that Motorola or its affiliated companies owns.

**“Non-Motorola Software”** means software that a party other than Motorola or its affiliated companies owns.

**“Open Source Software”** (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

**“Proprietary Materials”** means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

**“Proprietary Rights”** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

**“Services”** means system implementation, maintenance, support, subscription, or other professional

services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

**"Software"** (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**"Software License Agreement"** means the Motorola Software License Agreement (Exhibit A).

**"Software Support Policy" ("SwSP")** means the policy set forth at [https://www.motorolasolutions.com/content/dam/msi/secure/services/software\\_policy.pdf](https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf) describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

**"Solution"** means the combination of the System(s) and Services provided by Motorola under this Agreement.

**"Solution Data"** means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

**"Specifications"** means the functionality and performance requirements that are described in the Technical and Implementation Documents.

**"SUA" or "SUA II"** means Motorola's Software Upgrade Agreement program.

**"Subsystem"** means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

**"System"** means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

**"System Acceptance"** means the Acceptance Tests have been successfully completed.

**"System Data"** means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

**"Warranty Period"** for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

### **Section 3      SCOPE OF AGREEMENT AND TERM**

3.1.      **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2.      **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement.



If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at [https://www.motorolasolutions.com/en\\_us/registration](https://www.motorolasolutions.com/en_us/registration) and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment



terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

## **Section 4 SERVICES**

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at [https://www.motorolasolutions.com/content/dam/msi/secure/services/software\\_policy.pdf](https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf) and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found



to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

## **Section 5      PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

## **Section 6      CONTRACT PRICE, PAYMENT AND INVOICING**

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$7,449,988.00**. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment

schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Invoices: \_\_\_\_\_  
Robertson County  
Attn: Jody Stewart  
523 S. Brown Street  
Springfield, Tennessee 37172

E-INVOICE. To receive invoices via email:

|                                  |                                                                |
|----------------------------------|----------------------------------------------------------------|
| Customer Account Number:         | 1036477124                                                     |
| Customer Accounts Payable Email: | <a href="mailto:istewart@robcofn.org">istewart@robcofn.org</a> |
| Customer CC (optional) Email:    | <a href="mailto:aporter@robcofn.org">aporter@robcofn.org</a>   |

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Robertson County  
TBD  
Springfield, Tennessee 37172

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Robertson County  
c/o Mobile Communications America  
1136 Myatt Boulevard  
Madison, Tennessee 37115

Customer may change this information by giving written notice to Motorola.

## **Section 7 SITES AND SITE CONDITIONS**

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the



Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

## **Section 8 TRAINING**

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

## **Section 9 SYSTEM ACCEPTANCE**

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate. Final Acceptance shall occur no later than December 31, 2024.



## Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced



product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 11 DELAYS**

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 12 DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent



jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 13      DEFAULT AND TERMINATION**

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

## **Section 14      INDEMNIFICATION**

14.1. GENERAL INDEMNITY BY Motorola. To the fullest extent of Tennessee law, Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. To the fullest extent of Tennessee law, the Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.



14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

## **Section 15      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by



this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 16      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **16.1.      CONFIDENTIAL INFORMATION.**

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement,



Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

#### **16.4 DATA AND FEEDBACK.**

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

### **Section 17 GENERAL**

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or



unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes



made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

### **MOTOROLA SOFTWARE LICENSE AGREEMENT**

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Robertson County, Tennessee ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### **Section 1      DEFINITIONS**

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### **Section 2      SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

#### **Section 3      GRANT OF LICENSE**

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.



3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

#### **Section 4 LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and



security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written



consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8      TERM AND TERMINATION**

8.1      Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2      Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3      Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9      Commercial Computer Software**

9.1      *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2      If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

## **Section 10      CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement

concerning Confidential Information apply.

## **Section 11      LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12      NOTICES**

Notices are described in the Primary Agreement.

## **Section 13      GENERAL**

13.1.    COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2.    COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3    FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4.    ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5.    GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6.    THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.



13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**Exhibit B**  
**PAYMENT**

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

**System Purchase (excluding Subscribers, if applicable)**

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of equipment from Staging or factory;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

**If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).**

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

**For Lifecycle Support Plan and Subscription Based Services:**

**Motorola will invoice Customer annually in advance of each year of the plan.**

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

|        | Resource Types     |                    |                     |                        |
|--------|--------------------|--------------------|---------------------|------------------------|
| Levels | Project Management | System Engineering | System Technologist | Project Administration |
| 4      | \$ 290.00          | \$ 300.00          | \$ 280.00           | \$ 200.00              |
| 3      | \$ 240.00          | \$ 250.00          | \$ 240.00           | \$ 180.00              |
| 2      | \$ 220.00          | \$ 220.00          | \$ 220.00           | \$ 170.00              |
| 1      | \$ 190.00          | \$ 210.00          | \$ 210.00           | \$ 160.00              |

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at

<https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.



## EXHIBIT D

### System Acceptance Certificate

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### **FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# OTHER BUSINESS...



**INTERLOCAL AGREEMENT**  
**For the Employment of a Public Management Fellow**  
**Between the State of Tennessee Municipalities: Brentwood, Goodlettsville, Springfield, and**  
**White House.**  
**AND**

The following parties: The University of Tennessee through its Municipal Technical Advisory Service (MTAS) (hereafter University) and the following State of Tennessee Municipalities: Brentwood, Goodlettsville, Springfield, and White House enter into the below Interlocal Agreement with consideration of the mutual covenants herein. All parties of this Agreement are authorized by Tennessee Code Annotated, Section 12-9-101, et seq. to enter into interlocal agreements.

**Purpose**

The purpose of this agreement is for the parties to collectively employ a public management fellow. Said fellow will provide valuable service during period of employment. The parties collectively will provide the fellow a broad exposure to differing functional areas of municipal government.

**Agreement Term**

The term of this agreement shall be for two years, beginning January 1, 2023 and ending December 31, 2024. The specific month allocation per jurisdiction will be six (6) months per fiscal year. However, if during the two-year period the public management fellow secures other employment, this agreement shall be terminated.

**Services**

**Hiring Process** - MTAS will manage the hiring process in accordance with established University and IPS personnel policies and procedures. The University and the parties in this agreement will collectively interview and determine who will be offered the public management fellow position. Once the determination is made, the University will extend an offer of employment and upon acceptance, will employ the applicant as a public management fellow for MTAS.

**Evaluation** - The parties to this agreement will collectively evaluate the public management fellow on a semi-annual basis and will make a consensus determination on the fellow's performance.

**Disciplinary Action** - All disciplinary action will be in accordance with the personnel policies and procedures of the University. Any necessary disciplinary actions will be managed and administered by MTAS.

**Salary and Benefits** - The salary for the public management fellow position shall be determined by the University and be based upon the successful candidate's qualifications and the position description. Benefits for the public management fellow position shall be in accordance with the personnel policies of the University. (SEE ATTACHMENT B)

**INTERLOCAL AGREEMENT**  
**For the Employment of a Public Management Fellow**  
**Between the State of Tennessee Municipalities: Brentwood, Goodlettsville, Springfield, and**  
**White House.**  
**AND**

**ATTACHMENT A**

Work Plan Timeline for Public Management Fellow

Revisions may be made to this work plan during the duration of this contract if needed to adjust to the withdrawal of one or more jurisdictions, unexpected absence of the fellow due to illness or other reasons, the need to hire a new fellow, or other events. This work plan may be revised by mutual unanimous consent if approved in writing by the MTAS Executive Director and each jurisdiction's Chief Administrative Officer. Such revisions are not a formal amendment to this contract and will not alter any other terms and conditions of this contract.

Each jurisdiction will be billed for their commitment over the course of two calendar years, 2023-2024 and 2024-2025. The specific schedule for service by the fellow in each jurisdiction will be decided upon by mutual agreement of all parties.

|                |                     |
|----------------|---------------------|
| Brentwood      | 6 months commitment |
| Goodlettsville | 6 months commitment |
| Springfield    | 6 months commitment |
| White House    | 6 months commitment |

**Insurance and Liability** - The University shall provide worker's compensation insurance for the public management fellow regardless of work location. Subject to the limitations of the Tennessee Governmental Tort Liability Act and other applicable law, each of the respective parties shall hold the University harmless for all actions of the public management fellow when said fellow is working under their guidance and direction. Each of the parties shall also obtain liability insurance for all liability exposure pertaining to the public management fellow.

**Method of Payment**

The parties will be responsible for the repayment to MTAS for the salary and benefits of the public management fellow. MTAS will originate a monthly invoice with detailed backup to the appropriate jurisdiction, based on Attachment A. Payment should be received at MTAS thirty days from date of invoice. MTAS will keep all related agreement document(s) three years, or in accordance with the University of Tennessee's policy.

**Termination**

The interlocal agreement shall be terminated when the public management fellow ceases to be an employee of the University of Tennessee MTAS. The agreement may also be terminated by the mutual consent of all parties involved.



**Terms and Conditions**

The University of Tennessee's Standard Terms and Conditions will apply. (SEE ATTACHMENT C)

For University/MTAS:

\_\_\_\_\_  
Authorized Official                      Date: \_\_\_\_\_

For Cities:

\_\_\_\_\_  
City of Brentwood                      Date: \_\_\_\_\_

\_\_\_\_\_  
City of Goodlettsville                      Date: \_\_\_\_\_

\_\_\_\_\_  
City of Springfield                      Date: \_\_\_\_\_

\_\_\_\_\_  
City of White House                      Date: \_\_\_\_\_

**INTERLOCAL AGREEMENT**  
**For the Employment of a Public Management Fellow**  
**Between the State of Tennessee Municipalities: Brentwood, Goodlettsville, Springfield,**  
**and White House**  
**AND**  
**The University of Tennessee**

**ATTACHMENT B**

**Cost Information for Administrative Professional I (Public Management Fellow)**

Within the University of Tennessee's Human Resource Department, the Public Management Fellow's position is labeled as an Administrative Professional I with a Market Range of 10. The Market Range of 10 equates to an annual minimum salary of \$46,593.05. The benefits package of this position is calculated at 38% of annual minimum salary, or \$17,705.36, excluding the cost of vacation payout as required under University policy, which is calculated at \$2,236.47. The annual minimum salary, including full benefits and travel would be \$74,106.81. Included in this amount are travel and registration costs to participate in MTAS classes, two TCMA conferences, the TML Annual Conference, and/or TML Legislative Conference and possibly attendance at an ICMA Conference up to a total of \$5,000 per year. In the event of a University of Tennessee across the board raise and/or benefits increase, the Public Management Fellow's total package (salary and benefits) would be increased at an annual maximum not to exceed 5%.

The monthly cost for each city will thus be \$1,543.89 (\$37,053.40/24 months).

MTAS will invoice each city for actual expenses only.



**TERMS AND CONDITIONS  
ATTACHMENT C**

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. Either Party may terminate this Contract by giving the Other Party at least thirty (30) days written notice before the effective termination date. The University shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.
4. If the University fails to perform properly its obligations under this Contract or violates any term of this Contract, the Other Party shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The University shall not be relieved of liability to the Other Party for damages sustained by breach of this Contract by the University.
5. The University shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Other Party.
6. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals, or lodging such reimbursement must be made in accordance with University travel policies.
7. The University shall maintain documentation for all charges against the Other Party under this Contract. The books, records, and documents of the University, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon reasonable notice, by the Other Party or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
8. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Other Party shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.

9. The Other Party, being an independent Other Party, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract.
10. The University shall have no liability except as specifically provided in this Contract.
11. Both Parties shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
12. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.



## Derek Watson

---

**From:** City of White House  
**Subject:** Management Fellowship Program - Tentative Schedule for Cities and Interlocal Agreement Update

**From:** Downham, Chuck (Chuck)  
**Sent:** Wednesday, August 24, 2022 11:05 AM  
**To:** Bednar, Kirk; Tim Ellis; Ryan Martin; Gerald Herman  
**Cc:** Jaeckel, Gary William  
**Subject:** Management Fellowship Program - Tentative Schedule for Cities and Interlocal Agreement Update

Good morning everyone,

Thank you for your response and input on your preferences for the time period the management fellow will be working for each city. Based upon the input received, we are proposing the following tentative schedule for the management fellow that provides a six (6) month assignment to each city.

|                        |                                   |
|------------------------|-----------------------------------|
| City of Brentwood      | January 1, 2023 to June 30, 2023  |
| City of White House    | July 1, 2023 to December 31, 2023 |
| City of Springfield    | January 1, 2024 to June 30, 2024  |
| City of Goodlettsville | July 1, 2024 to December 31, 2024 |

If any of the cities would like to adjust the tentative schedule, please let Gary and I know which time slot you would prefer, and we'll talk with the other cities to see if we can adjust the tentative schedule to accommodate the desired change. Please let us know if you have any questions concerning the tentative schedule.

Also, we wanted to provide each of you with an update on the Interlocal Agreement. The University of Tennessee has prepared a revised Interlocal Agreement in response to the requested revisions from the City of Brentwood and has circulated the revised draft to each city for their review and concurrence. We contacted the University of Tennessee staff member that has been coordinating the contract and she noted that she is awaiting a reply from the City of Springfield and the City of Goodlettsville on the revised draft – in response we provided her with contact information for the City Manager for each of those cities to help expedite the process. Once she receives concurrence from each city she will further coordinate the circulation of the final Interlocal Agreement for each city to formally approve to complete the contract execution process. Please let Gary and I know if you have questions on these remaining steps in the interlocal agreement approval process.

Thanks again everyone for your participation and support of the Management Fellowship Program, we are truly excited about the opportunity this represents for a developing public administration professional as well as the work the management fellow will perform for each of your cities.

Thank you!

**Chuck Downham**  
Municipal Management Consultant  
UT Municipal Technical Advisory Service

 (O) 615-393-6852 (M) 615-946-5847  
 [chuck.downham@tennessee.edu](mailto:chuck.downham@tennessee.edu)  
 [www.mtas.tennessee.edu](http://www.mtas.tennessee.edu)

September 6, 2022

## **MEMORANDUM**

**To:** Board of Mayor and Aldermen

**From:** Derek Watson, City Recorder

**Re:** Board Appointments

---

Mayor Bibb has reviewed the individual below and they have agreed to serve. Mayor Bibb requests that the Board approve his appointment.

### **Appointment**

Construction Board of Appeals

1. Christopher Rock – Replacing David Ewing – June 2025



# DISCUSSION ITEMS...

# OTHER INFORMATION....